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(017)

SERIAL C6960**ASPHALT AND BITUMEN INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2072 of 2008)

Before Commissioner Cambridge

11 November 2008

VARIATION

1. Delete clause 9A, State Wage Case Adjustments, of the award published 2 May 2008 (365 I.G. 671), and insert in lieu thereof the following:

9A. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Classification	Current Rate \$	SWC 2008 Adjustment \$	SWC 2008 Rate \$
(A) Manufacturing plant employees			
Plant Operator (mixing plant)	637.10	25.48	662.60
Front End Loader operator	629.10	25.16	654.30
General Hand	571.10	22.84	593.90
(B) Laying Crew			
Asphalt paver operator	631.50	25.26	656.80
Paver Screed operator	631.50	25.26	656.80
Roller operator	613.10	24.52	637.60
Tack coat operator	611.30	24.45	635.80
Rotary broom operator	571.10	22.84	593.90
General Hand	571.10	22.84	593.90
(C) Other Classifications			
Senior Allocator (operating or allocating for two or more weighbridges)	648.30	25.93	674.20
Weighbridge operator and or/allocator	622.90	24.92	647.80
Store person (asphalt specialist)	622.90	24.92	647.80
Laboratory Assistant	586.80	23.47	610.30
Profiler operator (rate to be determined)			
Ganger	665.80	26.63	692.40

Foreperson	654.70	26.18	680.90
Equipment Operator group 1 includes: Sprayer Operator over 7500 litres (including towing) leader operator (spray)	620.60	24.82	645.40
Equipment Operator group 2 includes: Sprayer Operator up to 7500 litres (including towing)	611.70	24.47	636.20
Equipment Operator group 3 includes: Roller Operator (spray) Broom Operator Aggregate Spreader Operator (including towing) Spray Operator (rear) Aggregate Spreader (rear) Kettle Hand	604.30	24.17	628.50
General Hand	571.10	22.84	593.90
Weighbridge Operator and or allocator	622.90	24.92	647.80
Storeperson (spray specialist)	622.90	24.92	647.80
Laboratory assistant	586.80	23.47	610.30

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	4(a)	Industry Allowance	22.95 per week	23.85 per week
2	4(b)	Inclement weather	23.85 per week	24.80 per week
3	4(c)	In Charge of plant	11.00 per week	11.45 per week
4	4(d)	First Aid Allowance	2.25 per day	2.35 per day
5	6(g)(I)	Meal Allowance	10.65 per meal	11.15 per meal
6	10(c)	Travelling Expenses	10.65 per meal	11.15 per meal
7	11(a)	Country Work	342.20 per week	356.55 per week
8	11(a)(iii)	Incidentals Allowance	3.70 per night	3.85 per night
9	4(e)	Leading Hand Allowance	19.35 per week	20.10 per week

"Note": These allowances are contemporary for expense related allowances as at 30 March 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 11 November 2008.

I. W. CAMBRIDGE, Commissioner

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BUTTON MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1642 of 2008)

Before Commissioner McKenna

27 November 2008

REVIEWED AWARD

1. Delete subclause 17.8, of clause 17, Payment of Wages, of the award published 21 February 2003 (338 I.G. 393) and renumber existing subclauses 17.9, 17.10, 17.11, 17.12 and 17.13 to read as 17.8, 17.9, 17.10, 17.11 and 17.12 respectively.
2. Insert the following new paragraphs after subclause 17.9.10:
 - 17.9.11 the name and Australian Business Number of the employer;
 - 17.9.12 the name of the employer;
 - 17.9.13 if the remuneration of the employee is set by an industrial instrument-the classification of the employee under that instrument;
 - 17.9.14 the date on which the payment was made;
 - 17.9.15 the period of employment to which the payment relates.
3. Delete the word "his" wherever appearing in subclause 20.3 of clause 20, Allowances and insert in lieu thereof the word "their" in each place.
4. Delete the words ", and as set out in paragraph 21.7.2" from 21.2.1(b) of clause 21, Superannuation.
5. Delete the word "his" wherever appearing in subclause 27.1 of clause 27, Meal Breaks, and Rest Periods, and insert in lieu thereof the word "their" in each place.
6. Delete the words "but may not leave the premises" from paragraph 27.7.4 of subclause 27.4 of the said clause 27.
7. Delete the word "his" wherever appearing in paragraph 28.5.1 of subclause 28.5 of clause 28, Overtime, and insert in lieu thereof the word "their" in each place.
8. Delete the word "he" wherever appearing in the said clause 28.5.1 and insert in lieu thereof the word "she/he" in each place.
9. Delete paragraph 28.8.8 of the said clause 28, and insert in lieu thereof:

28.8.8 Any untaken accrued time off may be taken and paid for:

 - (i) as annual leave;
 - (ii) as a mutually agreed period of leave; or
 - (iii) upon termination.

10. Delete clause 29, Annual Leave and insert in lieu the following:

29. Annual Leave

- 29.1 Employees shall be entitled to annual leave in accordance with the provisions of the *Annual Holidays Act 1944* (NSW).
- 29.2 During a period of annual leave (including any period of leave allowed before due date) an employee shall receive a loading calculated on the award rate of wage for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave. This loading, applicable to both time workers and payment by results workers, shall be as follows:
- (a) Employees on Day Work - An employee who would have worked on day work had the employee not been on leave shall receive a loading of 17.5 per cent.
 - (b) Employees on shift work - An employee who would have worked on shift work had the employee not been on leave shall receive a loading of 17.5 per cent.

Provided that where the employee would have received a shift loading had the employee not been on leave during the relevant period and such shift loading would have entitled the employee to a lesser amount than the loading of 17.5 per cent, then such loading of 17.5 per cent shall be added to the award rate of wage prescribed herein in lieu of the shift loading.

The loading prescribed by this paragraph is payable when services terminate in the following circumstances and not otherwise:

- (i) in respect of any untaken part of a full entitlement to annual leave for which payment in lieu is made; or
 - (ii) in respect of any uncompleted twelve-month period for which proportionate leave on termination is payable, if services are terminated by the employer for reasons other than malingering, inefficiency, neglect of duty or misconduct, after 25 August in any year, or in the case of an employee who would not normally be taking any annual leave over the Christmas/New Year period if such termination by the employer is within four calendar months of the date the employee would normally have taken the employee's annual leave.
11. Delete the words "clause shall" from subclause 34.1, of clause 34, Payment for Work Done on Holidays, and insert in lieu thereof the words "clause 33 shall".
12. Delete subclause 51.7 of clause 51, Amenities and renumber existing subclause 51.8 to read as 51.7.
13. Delete subclauses 53.3 and 53.4 of clause 53, Area, Incidence and Duration and insert in lieu thereof the following:
- 53.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2008.
- 53.4 This award remains in force until varied or rescinded, the period for which it was made already having expired.

D. S. McKENNA, Commissioner

COACHMAKERS, &c., ROAD AND PERAMBULATOR MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1962 of 2008)

Before Commissioner Cambridge

24 October 2008

VARIATION

1. Delete subclause (f) of clause Wage Rates - Adults, of the award published 29 August 2008 (366 I.G. 406) and insert in lieu thereof the following:

- (f) The rates of pay in this Award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
 - (ii) 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

All adult employees of a classification specified herein employed in any of the Industries or section thereof to which this award applies shall, except as otherwise specified, be paid the rate specified in this table.

Wage Group Level	Total Award Wage Rate \$
1	552.70
2	562.70
3	586.10
4	607.90
5	642.90
6	642.90
7	642.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(c)	Leading Hand allowance - Not less than 3 and not more than 10 employees	28.10 per week
2	5(c)	Leading Hand - More than 10 but not more than 20 employees	42.40 per week
3	5(c)	Leading Hand - More than 20 employees	54.10 per week

4	5(d)	Inspectors	26.38 per week
5	5(e)	Own hand tools allowance	12.59 per week
6	9(a)	Confined space allowance	0.62 per hour
7	9(b)(i)	Dirty work allowance	0.49 per week
8	9(b)(ii)	Dirty work rates - minimum payment	1.93 per day or shift
9	9(c)	Height money allowance	0.36 per hour
10	9(d)(i)(1)	Hot places allowance - temperature raised to 35° Celsius to 55° Celsius.	0.49 per hour
11	9(d)(i)(2)	Hot places allowance - temperature exceeds 55° Celsius	0.61 per hour
12	9(e)(i)	Handling glass or slag wool	0.60 per hour
13	9(e)(ii)(1)	Fibreglass work	0.49 per hour
14	9(e)(ii)(2)	Disability rate - second half of the day, per day or shift	1.98
14A	9(e)(ii) (2)	Disability rate - first half of the day or shift	3.97
15	9(f)	Drivers handling garbage allowance	0.49 per hour
16	9(g)	Livestock transport allowance	0.49 per hour
17	9(h)(i)	First-aid qualifications allowance	12.93 per week
18	15(h)	Overtime meal allowance	10.75 per meal
19	24(f)(ii)	Travelling time meal allowance	10.75 per meal

Table 3 - Weekly Rates - Skill Level A

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

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years or more	504.00		

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 4 - Weekly Rates Skill Level B

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

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	
Plus 5 years or more	486.00		

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 5 - Weekly Rates Skill Level C

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

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	
Plus 5 years or more	439.00		

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

3. This variation shall take effect from the first full pay period to commence on or after 24 October 2008.

I. W. CAMBRIDGE, Commissioner

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(187)

SERIAL C6830

CROWN EMPLOYEES (ADMINISTRATIVE AND CLERICAL OFFICERS - SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 2048 of 2008)

Before The Honourable Justice Boland, President

13 November 2008

VARIATION

1. Delete subclauses (b) (c) and (d) of clause 3, Salaries of the award published 26 October 2007 (364 I.G. 47) and insert in lieu thereof the following:
 - (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less the amount set out in Table 1 - Salaries for Clerk General Scale Step 4.
 - (c) An employee on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 5.
 - (d) An employee on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 6.
2. Delete Table 1 - Salaries of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2008.

Classification and Grades	Common Salary Point	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$
Clerks General Scale					
Clerks General Scale step 1	4	22,429	23,326	24,259	25,229
Clerks General Scale step 2	6	25,452	26,470	27,529	28,630
Clerks General Scale step 3 - 1st year of service or 18 years	7	27,055	28,137	29,262	30,432
Clerks - General Scale step 4 - Minimum for:	9	30,656	31,882	33,157	34,483
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age					
- employee with Higher School Certificate Qualification at 19 years of age					

Clerks -General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	32,723	34,032	35,393	36,809
Clerks - General Scale step 6 - Minimum for employee 21 years of age	17	35,266	36,677	38,144	39,670
Clerks General Scale step 7	20	36,229	37,678	39,185	40,752
Clerks General Scale step 8	23	37,762	39,272	40,843	42,477
Clerks General Scale step 9	25	38,448	39,986	41,585	43,248
Clerks General Scale step 10	28	39,400	40,976	42,615	44,320
Clerks General Scale step 11	32	40,857	42,491	44,191	45,959
Clerks General Scale step 12	36	42,338	44,032	45,793	47,625
Clerks General Scale step 13	40	43,903	45,659	47,485	49,384
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	-	45,781	47,612	49,516	51,497
Grade 1 1st year of service	46	46,320	48,173	50,100	52,104
Thereafter	49	47,682	49,589	51,573	53,636
Grade 2 1st year of service	52	49,012	50,972	53,011	55,131
Thereafter	55	50,356	52,370	54,465	56,644
Grade 3 1st year of service	58	51,784	53,855	56,009	58,249
Thereafter	61	53,344	55,478	57,697	60,005
Grade 4 1st year of service	64	55,010	57,210	59,498	61,878
Thereafter	67	56,701	58,969	61,328	63,781
Grade 5 1st year of service	75	61,128	63,573	66,116	68,761
Thereafter	78	63,056	65,578	68,201	70,929
Grade 6 1st year of service	82	65,527	68,148	70,874	73,709
Thereafter	85	67,448	70,146	72,952	75,870
Grade 7 1st year of service	88	69,468	72,247	75,137	78,142
Thereafter	91	71,546	74,408	77,384	80,479
Grade 8 1st year of service	95	74,527	77,508	80,608	83,832
Thereafter	98	76,896	79,972	83,171	86,498
Grade 9 1st year of service	101	79,188	82,356	85,650	89,076
Thereafter	104	81,414	84,671	88,058	91,580
Grade 10 1st year of service	108	84,738	88,128	91,653	95,319
Thereafter	111	87,263	90,754	94,384	98,159

Grade 11					
1st year of service	116	91,589	95,253	99,063	103,026
Thereafter	120	95,472	99,291	103,263	107,394
Grade 12					
1st year of service	126	101,454	105,512	109,732	114,121
Thereafter	130	105,923	110,160	114,566	119,149

3. This variation shall take effect on and from 13 November 2008.

R. P. BOLAND J , *President*

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CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1524 of 2008)

Before Commissioner Bishop

16 December 2008

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Part-time Traineeships
9.	School-based Traineeships
10.	Wage Rates for Part-time and School-based Traineeships
11.	Grievance and Dispute Settling Procedures
12.	Anti-Discrimination
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Table 2 - Hourly Wage Rates

Appendix A - Skill Levels

PART A

1. Title

This award shall be known as the Crown Employees (Public Service Training Wage) Award 2008.

2. Application

- (a) This award applies to persons who are undertaking an approved traineeship and is to be read in conjunction with the *Public Sector Employment and Management Act 2002* and the Public Sector Employment and Management (General) Regulation 1996 and any relevant industrial instrument.

- (b) The terms and conditions of any relevant industrial instrument apply, except where inconsistent with this award.
- (c) This award does not apply to employees who were employed under any industrial instrument prior to the date of approval of a traineeship relevant to the Department, except where agreed upon between the department head and the relevant union(s).
- (d) This award does not apply to the apprenticeship system.

3. Objective

The objective of this award is to assist with the establishment of a system of approved traineeships that provide nationally recognised training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long-term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees.

This award does not replace the prescription of training requirements in any relevant industrial instrument.

4. Definitions

"Approved Traineeship" means a traineeship arrangement applicable to a group or class of employees or to an industry or sector of an industry or enterprise by agreement between the parties under the terms of this award. Approved traineeships include full-time, part-time and school-based traineeships and are defined by the provisions of the *Apprenticeship and Traineeship Act 2001*.

"Approved Training Course or Training Program" means the training course or training program identified in the Vocational Training Order of a recognised traineeship vocation.

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* or any successor legislation.

"Department" and "Department Head" mean Public Service Departments and Department Heads under Part 1 Public Service Departments of Schedule 1 Divisions of the Government Service of the *Public Sector Employment and Management Act 2002*.

"Diploma Level Trainee" means a trainee undertaking a Diploma Level Traineeship under a Vocational Training Order. The trainee will work towards the gaining of a nationally recognised Diploma as identified in the relevant Industry Training Package. Trainees undertaking a Diploma Level Traineeship under the Vocational Training Order of Information Technology should have completed Certificates III and IV of the traineeship vocation of Information Technology before commencing a traineeship at Diploma Level. Trainees undertaking the Diploma Level Traineeship in Information Technology may also be known as Cadets.

"Parties to an Approved Traineeship" means the Director of Public Employment, Department Head and the relevant union involved in the consultation, negotiation and agreement of an approved traineeship arrangement.

"Recognised Traineeship Vocation" means a vocation that is the subject of an order in force under section 5 of the *Apprenticeship and Traineeship Act 2001*.

"Relevant Industrial Instrument" means an award or enterprise agreement that applies to a trainee, or that would have applied but for the operation of this award. The definition also applies to a former industrial agreement or determination made pursuant to section 130 of the *Public Sector Employment and Management Act 2002* or under any relevant provisions of the Act or its predecessors.

"Relevant Union" means a union which is party to a relevant industrial instrument and which is entitled to enrol the trainee as a member.

"School-based Trainee" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their Higher School Certificate or, where permitted, their School Certificate curriculum, and is endorsed by the State Training Authority and the New South Wales Board of Studies.

"State Training Authority" is the New South Wales Department of Education and Training.

"Trainee" means an employee who is signatory to the training contract registered with the State Training Authority. The trainee is bound by the training contract and employed in terms of section 27 of the *Public Sector Employment and Management Act 2002*. The trainee is involved in paid work and structured training that may be on or off the job.

"Training" for the purposes of this award means training directed at the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem-solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I and/or an Australian Qualification Framework Certificate Level II or above.

"Training Contract" means a contract made subject to the terms of this award between a department head and the trainee for a traineeship which is registered with the State Training Authority, under the provisions of the *Apprenticeship and Traineeship Act 2001*. A training contract is made in accordance with the relevant Vocational Training Order and does not operate unless this condition is met.

"Training Plan" means a plan prepared in accordance with the relevant Vocational Training Order indicating the arrangements for the provision of training agreed to by the department head and the registered training organisation, and the qualification to be awarded to the trainee. The training plan is lodged with the training contract and the application to establish the traineeship with the State Training Authority.

"Vocational Training Order" means an order in force under section 6 of the *Apprenticeship and Traineeship Act 2001* that sets out the terms and conditions of a recognised traineeship vocation. The Vocational Training Order includes details of the term, probationary period, qualifications and other training as appropriate. The State Training Authority must consult with the relevant union(s) before making a Vocational Training Order.

5. Training Conditions

- (a) The trainee must undertake an approved training course or training program prescribed in the training contract and training plan and outlined in the Vocational Training Order or as notified to the trainee by the State Training Authority.
- (b) Prior to the commencement of the trainee, the relevant training contract, made in accordance with a relevant Vocational Training Order, must be signed by the Department Head and the trainee and lodged, with the training plan, for registration with the State Training Authority. If the training contract is not in a standard format, the trainee cannot commence until the training contract has been registered with the State Training Authority.
- (c) The Department Head must ensure that the trainee is permitted to attend the approved course or program provided for in the training contract and training plan and must ensure that the trainee receives the appropriate on-the-job training.
- (d) The Department Head must provide a level of supervision in accordance with the training contract and training plan during the traineeship period.
- (e) The Department Head agrees that officers of the State Training Authority will monitor the training contract and training plan and that training records or workbooks may be utilised as part of this monitoring process.
- (f) Training is directed at the achievement of competencies as specified in the relevant vocational training order.

6. Employment Conditions

- (a)
- (i) A trainee is engaged as a full-time employee for a maximum of two years' duration, subject to a satisfactory probation period of up to one month that may be reduced at the discretion of the Department Head.
 - (ii) A trainee/cadet undertaking a traineeship at Diploma Level is engaged as a full-time employee for a nominal period of 12 months, or until achievement of the relevant competencies that will qualify the trainee/cadet for specialist qualifications established at Diploma Level by the relevant training package.
 - (iii) By agreement in writing, and with the consent of the State Training Authority, the Department Head and the trainee may vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the Vocational Training Order.
 - (iv) If the trainee completes the approved training course or training program earlier than the time specified in the training contract, then the traineeship may be concluded by mutual agreement by application to the State Training Authority under the provisions of the *Apprenticeship and Traineeship Act 2001*.
 - (v) Unless the State Training Authority otherwise directs, the maximum duration for a part-time traineeship is 36 months.
- (b) The training contract can only be terminated by application to the State Training Authority under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (c) The trainee will be permitted to be absent from work without loss of continuity of employment or wages to attend the training in accordance with the training contract and training plan.
- (d) If the employment of a trainee by a Department Head is continued after the completion of the period, such period is counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
- (e)
- (i) The training contract may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
 - (ii) A trainee is not to work overtime or shift work on their own unless consistent with the provisions of the relevant industrial instrument.
 - (iii) A trainee is not to work shift work unless the parties to an approved traineeship are satisfied that shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.
 - (iv) The trainee wage is the basis for the calculation of overtime or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to an approved traineeship. If the relevant industrial instrument makes specific provision for a trainee to be paid at a higher rate, then the higher rate applies.
- (f) All other terms and conditions of the relevant industrial instruments apply unless specifically varied by this award.
- (g) All conditions of employment applying to temporary employees under the *Public Sector Employment and Management Act 2002*, other than those specified in this award, apply to trainees.

- (h) A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the department on successful completion of the traineeship is not entitled to any severance payments.

7. Wages

- (a)
- (i) The weekly wages payable to trainees are as provided in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
 - (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes an approved training course or training program as defined in this award.
 - (iii) The wage rates prescribed by this clause do not apply to complete trade level training covered by the apprenticeship system.
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (b) Appendix A to Part B, Monetary Rates, sets out the general skill levels for traineeships. The determination of the appropriate skill level for each approved traineeship is based on the following criteria:
- (i) any agreement of the parties;
 - (ii) the nature of the industry;
 - (iii) the total training plan;
 - (iv) recognition that training can be undertaken in stages; and
 - (v) the exit skill level in the relevant industrial instrument contemplated by the training contract.
- If the parties disagree with such determination, any party to the award may seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.
- (c) For the purposes of this award, "out of school" refers only to periods out of school beyond Year 10, and is deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (iii) not include any period during a calendar year in which a year of schooling is completed;
 - (iv) have effect on an anniversary date, being 1 January in every year.
- (d) For the purposes of this award, any person leaving school before completing Year 10 is deemed to have completed Year 10.
- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the relevant industrial instrument applies to the former trainee.

8. Part-Time Traineeships

- (a) Trainees who undertake traineeships on a part-time basis work less than full-time ordinary hours and undertake the approved training course or training program at the same or lesser training time than a full-time trainee.
- (b) A part-time trainee receives, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award apply to part-time trainees except as specified in this clause.
- (c) A part-time trainee may, by agreement, transfer to a full-time traineeship position if one becomes available.
- (d) The minimum daily engagement periods specified in the relevant industrial instrument are also applicable to part-time trainees.

If there is no provision for a minimum daily engagement period in the relevant industrial instrument applying to part-time employees, then the minimum start is three continuous hours. By agreement, a part-time trainee may work a minimum start of two continuous hours, on two or more days per week, provided that:

- (i) a two-hour start is sought by the trainee to accommodate the trainee's personal circumstances; or
- (ii) the place of work is within a distance of five kilometres from the trainee's place of residence.

9. School-Based Traineeships

- (a) School-based trainees undertake traineeships on a part-time basis in accordance with the requirement to balance their school and work commitments. The department head must set hours of work consistent with the trainee's obligation to attend school.
- (b) School-based trainees are not required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the trainee's last HSC examination paper.
- (c) School-based trainees must not work on their own.
- (d) For the purposes of this award, a school-based trainee becomes either a full-time or part-time trainee as at 1 January of the year following the year in which they ceased to be a school student.

10. Wage Rates for Part-Time and School-Based Trainees

Weekly Wage Rates

- (a) The wage rate calculation is based on the full-time wage rate varied by the amount of training and/or the amount of work over the period of the training contract. The formula is:

$$\text{Weekly Wage} = \frac{\text{Full-time wage rate} \times (\text{trainee hours} - \text{average weekly training time})}{28}$$

Note: 28 in the above average formula represents 35 ordinary full-time hours minus the average training time for full-time trainees (i.e. 20%). The formula will be adjusted if the relevant industrial instrument specifies different ordinary full-time hours. For example, if the ordinary weekly hours are 38, 30.4 will replace 28.

- (b) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.

- (c) "Trainee hours" are the hours worked per week including the time spent in the approved course or program. For the purposes of this definition, the time spent in the approved course or program may be taken as an average for that particular year of the traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeship specified in the training contract. The formula is:

$$\text{Average weekly training time} = \frac{7 \times 12}{\text{Length of the traineeship in months}}$$

Note 1: 7 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 35 per week. The formula will be adjusted if the relevant industrial instrument specifies different ordinary weekly hours. For example, where the ordinary weekly hours are 38, 7.6 will replace 7.

Note 2: The parties note that the training contract will require a trainee to be employed for sufficient hours to complete all requirements of the recognised traineeship vocation, including the on-the-job work component and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

Example of the calculation for the wage rate for a part-time traineeship:

A school student commences a traineeship in Year 11. The ordinary hours of work in the relevant industrial instrument are 35. The training contract specifies two years (24 months) as the length of the traineeship.

$$\text{Average weekly training time is therefore} \quad \frac{7 \times 12}{24} = 3.5 \text{ hours}$$

"Trainee hours" total 15 hours, made up of 11 hours work over two days of the week plus 1½ hours on-the-job training plus 2½ hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\frac{\$246 \times (15 - 3.5)}{28} = \$101.04 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" changes.

Hourly Wage Rates

Due to the variation in hours worked each week for some part-time trainees, especially school-based trainees, it may be appropriate to pay an hourly wage rate as provided in Table 2 - Hourly Wage Rates, of Part B, Monetary Rates. The hourly rates as set out in Table 2 are based on a 35-hour week. If the ordinary full-time weekly hours are not 35, the rate in the table should be multiplied by 35 and then divided by the ordinary full-time hours to obtain the correct hourly rate.

The hours for which payment is made are determined as follows:

- (a) Where the approved training for a traineeship (including a school-based traineeship) is provided off the job by a registered training organisation, for example, at school or at TAFE, these rates only apply to the total hours worked by the part-time trainee on the job.
- (b) Where the approved training is undertaken on the job or in a combination of on the job and off the job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full time traineeship):

- (i) if the training is solely on the job, then the total hours on the job are multiplied by the applicable hourly rate, and then 20% is deducted.
- (ii) if the training is partly on the job and partly off the job, then the total of all hours spent in work and training are multiplied by the applicable hourly rate, and then 20% is deducted.

Note: 20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

11. Grievance and Dispute Settling Procedures

- (a) In general, matters relating to trainees are dealt with under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (b) In accordance with the grievance and dispute settling procedures, the trainee notifies the supervisor of the substance of any grievance or dispute and requests a meeting with the supervisor to discuss the matter and, if possible, states the remedy sought.

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 trainee 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.

- (c) If no remedy is found, the trainee seeks further discussions and attempts to resolve the grievance or dispute at a higher level of authority, where appropriate.
- (d) Reasonable time limits must be allowed for discussion at each level of authority, having regard to the nature of the grievance or dispute.
- (e) At the conclusion of the discussion, the trainee must be provided with a response to their grievance or dispute if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) Any party to the traineeship can refer the matter to the New South Wales Vocational Training Tribunal under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (g) If no resolution can be found, any party to the grievance or dispute or their representatives may refer the matter to the Industrial Relations Commission of New South Wales.
- (h) The trainee may involve a representative, including a union, and the department may be represented by more senior management or other appropriate person or body for the purposes of each procedure.
- (i) While the dispute procedure is being followed, normal work continues.

12. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- (b) It follows that, in fulfilling their obligations under clause 11, Grievance and Dispute Settling Procedures, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
- (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.
 - (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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

13. Area, Incidence and Duration

This award applies to all classes of trainees within organisations listed in Part 1 Public Service Departments of Schedule 1 of the *Public Sector Employment and Management Act 2002*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Public Service Training Wage) Award 2005 published 24 March 2006 (358 I.G. 281) and all variations thereof.

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 16 December 2008.

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

PART B

MONETARY RATES

Table 1 - Full-Time Weekly Wage Rates

Effective from the first full pay period to commence on or after 8 September 2008

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	
Trainee	\$
Diploma level	558.00

Skill Level A -

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

	Highest Year of Schooling Completed		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

Skill Level B -

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

	Highest Year of Schooling Completed		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

Skill Level C -

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

	Highest Year of Schooling Completed		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

School-Based Traineeships -

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B, and C	246.00 *	271.00 *

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

Table 2 - Hourly Wage Rates

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week. If the ordinary full-time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	
Trainee	\$
Diploma level - part-time	19.93

Skill Level A -

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill level A:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.79	9.68	11.64
Plus 1 year out of School	9.68	11.64	13.54
Plus 2 years	11.64	13.54	15.75
Plus 3 years	13.54	15.75	18.00
Plus 4 years	15.75	18.00	18.00
Plus 5 years or more	18.00	18.00	18.00

Skill Level B -

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill level B:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.79	9.68	11.25
Plus 1 year out of School	9.68	11.25	12.96
Plus 2 years	11.25	12.96	15.21
Plus 3 years	12.96	15.21	17.36
Plus 4 years	15.21	17.36	17.36
Plus 5 years or more	17.36	17.36	17.36

Skill Level C -

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill level C:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.79	9.68	11.14
Plus 1 year out of School	9.68	11.14	12.57
Plus 2 years	11.14	12.57	14.00
Plus 3 years	12.57	14.00	15.68
Plus 4 years	14.00	15.68	15.68
Plus 5 years or more	15.68	15.68	15.68

School-Based Trainees:

	Year of Schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	8.79	9.68

Appendix A - Skill Levels

Diploma

Skill Level A -

Arts Administration
 Business (Office Administration)
 Clerical Administrative Skills
 Communications (Call Centres)
 Financial Services
 Information Technology
 Public Administration
 Sport and Recreation

Skill Level B -

Laboratory Operations
 Horticulture
 Tourism Operations
 Retail Operations
 Hospitality Operations

Skill Level C -

Rural Skills

E. A. R. BISHOP, Commissioner

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NSW - SCHOOL CROSSING SUPERVISORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1546 of 2008)

Before Commissioner Cambridge

19 February 2009

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence, Duration
3.	Parties to the Award
4.	Duties
5.	Appointment and Probation
6.	Hours of Duty
7.	Payment of Wages
8.	Superannuation
9.	Minimum Period of Engagement
10.	Work Location
11.	Leave
12.	Travelling to a Temporary Work Location
13.	Relocation of School Crossing Supervisors
14.	Termination
15.	Training
16.	Criminal Record Checks
17.	Safety Clothing & Equipment
18.	Anti-Discrimination
19.	Grievance Resolution and Dispute Settlement
20.	Union Contributions
21.	Secure Employment
22.	Code of Conduct and Ethics
23.	Leave Reserved
24.	Rates of Pay

1. Definitions

SCS - School Crossing Supervisor

RTA - Roads and Traffic Authority Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act* 2002 (NSW).

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Unions of NSW (PSA).

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in Schedule 5 of the *Transport Administration Act 1988*.

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

This Award will be known as the Crown Employees (Roads and Traffic Authority of NSW - School Crossing Supervisors) Award. The Award applies to all SCSs employed by the RTA under Chapter 1A of the *Public Sector Employment and Management Act 2002*. This Award rescinds and replaces all other references to SCSs in any Award, Enterprise Agreement or Determination setting the rates of pay and/or conditions for SCSs employed by the RTA. The conditions in this Award comprise the full set of conditions available to SCSs.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Roads and Traffic Authority of NSW - School Crossing Supervisors) Award published 9 September 2005 (353 I.G. 787) and all variations thereof.

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 19 February 2009.

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

3. Parties to the Award

The parties to this Award are the Roads and Traffic Authority of New South Wales, the Australian Worker's Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Duties

SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.

In order to achieve this, SCSs must:

- (i) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
- (ii) Be at their designated crossing at the times specified by the RTA;
- (iii) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
- (iv) Perform their duties in accordance with training provided by the RTA;

- (v) Follow any lawful directions given by the RTA;
- (vi) Use only the safety clothing and equipment provided by the Roads and Traffic Authority.

5. Appointment and Probation

- (a) SCSs must serve a three-month probation period before their employment is confirmed.
- (b) SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 16.
- (c) The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- (a) Other than for reasons outlined in (e) below, permanent SCSs will be rostered to work during the 41-week NSW school year.
- (b) The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 15, Training.
- (c) The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.
- (d) Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict the RTA to direct SCSs to work different than their contract hours on a temporary basis, eg to cover short-term absences of other staff.
- (e) Subject to clause 15, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see 7(d) below).
- (f) Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- (g) The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- (h) The RTA may arrange training to be conducted during the school holidays. Refer to clause 15, Training.
- (i) The RTA may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the SCSs health and safety;
 - (ii) the SCSs personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the RTA regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or

- (v) any other relevant matter.

7. Payment of Wages

- (a) The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 23, Rates of Pay and provide for a 4% pay increase per year for 3 years operative from the first full pay period on or after 1 July 2008.
- (b) The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- (c) The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \times 45}{48} = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- (d) Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + (N \times 1/12) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- (e) Casuals are paid for actual time worked and, subject to clause 15, Training, are not paid during school holidays.
- (f) As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- (g) Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- (a) Subject to (b) below, the RTA will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9%, effective from 1 July 2002.
- (b) The RTA is prohibited from depositing superannuation contributions into an account for SCSs 70 years of age or older. In lieu of this contribution, SCSs 70 years of age or older will receive a loading equivalent to the superannuation contribution in their fortnightly pay. The additional loading will be calculated with reference to a base hourly rate of \$N per hour as contained in clause 7 above.

9. Minimum Period of Engagement

- (a) The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- (b) SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.

- (c) The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- (a) Subject to (c) below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.
- (b) Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by the RTA.
- (c) SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may not be assigned to a designated work school crossing site and may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 12 (a) and (b).
- (d) SCSs who elect to convert to permanent status by way of subclause 10(c) will be offered the choice to transfer to permanent status as outlined at subclause 10(a), upon a SCSs position falling vacant.

11. Leave

11.1 Calculation of leave

- (a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.
- (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
- (b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

- (a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.
- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 11, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.

- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) The RTA may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - (i) a maximum of 12 days sick leave, or
 - (ii) the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - (i) that they are unable to attend work, and
 - (ii) the nature of their illness or incapacity, and
 - (iii) the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to the RTA in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, the RTA may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RTA is concerned about the diagnosis described in the evidence of illness produced, the RTA may, after discussion the SCS refer the evidence provided and the application for leave to a medical practitioner or HealthQuest for advice.
 - (i) The type of leave granted to the SCS will be determined by the RTA based on the medical advice received.

- (ii) If sick leave is not granted, the RTA will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) The RTA may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of the RTA to request medical certificates for single day absences where required or from referring the SCS to HealthQuest for other reasons as prescribed in the RTA's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (i) for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the RTA's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - (ii) where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.
- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the *Transport Administration Act 1988* (NSW).
- (b) SCSs who have completed 10 years service recognised by the RTA are entitled to the following extended leave:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with the RTA, or as recognised in accordance with subclauses (f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.

- (f) All previous full-time and part-time service SCSs have had with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCS's.
- (g) Service with other NSW government bodies will also be recognised in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002*.
- (h) Nothing in subclauses (f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - (ii) Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by the RTA, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport;
 - (iii) Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RTA approval, SCSs may take extended leave:
 - (i) At a time convenient to the RTA;
 - (ii) For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - (i) SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.
- (d) For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.

- (e) SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.4 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by the RTA.

11.7.5 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.6 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service as an adult but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - (i) By the RTA for any reason other than serious and intentional misconduct;
 - (ii) By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by Schedule 3A of the *Public Sector Employment and Management Act 2002*, are entitled to have their extended leave accrual accepted by their new employer.

11.8 Maternity leave

- (a) Female SCSs are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Permanent SCSs are entitled to maternity leave up to nine weeks before the expected date of birth and up to 12 months after the actual date of birth.
- (c) Permanent SCSs who have completed at least 40 weeks' continuous service prior to the birth are entitled to paid maternity leave on the basis of 14 weeks at full pay or 28 weeks at half pay from the date maternity leave commences.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid maternity leave. The leave may commence up to nine weeks before the expected

date of birth, but must not exceed a total of 52 weeks. Casual SCSs are not entitled to paid maternity leave.

- (e) The RTA shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because:
- (i) the SCS or SCSs spouse is pregnant, or
 - (ii) the SCS is or has been immediately absent on a maternity leave.

The rights of the RTA in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

- (f) If a SCS commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
- (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.9 Adoption leave

- (a) SCSs are entitled to adoption leave for the adoption of a child under school age, provided that they are to be the primary care giver of the child.
- (b) Permanent SCSs are entitled to adoption leave on the following basis:
 - (i) fourteen weeks on full pay if they have completed 40 weeks' continuous service ;
 - (ii) an extended period of up to 52 weeks, taken from the time of placement of the child, as extended leave (if available) and/or leave without pay. Any period of paid adoption leave will be included in the 52 weeks.
- (c) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid adoption leave from the date the SCS takes custody of the child.
- (d) The RTA shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on adoption leave. The rights of the RTA in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.
- (e) If a SCS commence a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.10 Parental leave

- (a) SCSs who are not entitled to maternity or adoption leave are entitled to parental leave to share in the responsibility of caring for their young children.
- (b) Permanent SCSs are entitled to parental leave on the following basis:
 - (i) one week on full pay or two weeks at half pay if they have completed 40 weeks' continuous service; and
 - (ii) 52 weeks unpaid. Any period of paid parental leave will be included in the 52 weeks.
- (c) Leave may commence at any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid parental leave from the date of birth or adoption of the child.
- (e) The RTA shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on parental leave. The rights of the RTA in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

11.11 Communication during Maternity, Adoption and Parental Leave

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

11.12 Rights of request during maternity, adoption or parental leave

- (a) An SCS entitled to maternity, adoption or parental leave may request that the RTA allow the employee:
 - (i) to extend the period of unpaid maternity , adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the SCS in reconciling work and parental responsibilities.

(b) The RTA shall consider the request having regard to the SCSs circumstances and, provided the request is genuinely based on the SCSs parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) The SCSs request and the RTA decision to be in writing.

The SCSs request and the RTA's decision made under paragraph (a) must be recorded in writing.

(d) Request to return to work part-time

Where an SCS wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the SCS is due to return to work from maternity, adoption or parental leave.

11.13 Family and community service leave

(a) The RTA shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause (b). The RTA may also grant leave for purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

(b) Such unplanned and emergency situations may include, but not be limited to, the following:

(i) Compassionate grounds, such as the death or illness of a close member of the family or a member of the SCS's household;

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

(iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an SCS's property and/or prevents an SCS from reporting for duty;

(iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

(v) Attendance at court by an SCS to answer a charge for a criminal offence, only if the RTA considers the granting of family and community service leave to be appropriate in a particular case.

(c) Family and community service leave may also be granted for:

(i) An SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

(ii) An SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if an SCS is selected to represent Australia or the State.

(d) Family and community service leave shall accrue as follows:

(i) in the first 12 months of service 2.5 days.

- (ii) in the second year of service 2.5 days.
- (iii) for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
 - spouse;
 - de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - parent (including a foster parent or legal guardian);
 - grandparent or grandchild;
 - sibling (including the sibling of a spouse or de facto spouse);
 - same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - relative who is a member of the same household where, for the purposes of this definition -
 - 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.
- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
 - (i) Leave without pay
 - (ii) Make up time.
- (i) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (j) SCSs appointed to the RTA who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.
- (k) Bereavement entitlements for casual employees
 - (i) Casual SCSs are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (e) of this subclause.

- (ii) The RTA and the SCS shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by the RTA, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - (iv) The RTA shall not fail to re-engage a casual SCS because the employee accessed the entitlements provided for in this subclause. The rights of the RTA to engage or not engage a casual SCS is otherwise not affected.
- (l) Personal Carers Entitlement for casual employees
- (i) Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (e) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) The RTA and the SCS shall agree on the period for which the SCS will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by the RTA, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (iv) The RTA shall not fail to re-engage a casual SCS because the employee accessed the entitlements provided for in this clause. The rights of the RTA to engage or not to engage a casual SCS are otherwise not affected.

12. Travelling to a Temporary Work Location

- (a) Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- (b) Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- (c) Subject to clause 15, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- (a) The RTA may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- (b) Reasons for the transfer may include, but are not limited to:
 - (i) Where an SCS is no longer required on a site for reasons outlined in subclause 14 (d);
 - (ii) for performance management or disciplinary reasons; or
 - (iii) For other reasons at the RTA's discretion.
- (c) SCSs are not entitled to relocation expenses.

14. Termination

- (a) Subject to (b) below, permanent SCSs who wish to cease their employment must provide the RTA with at least two weeks' notice.
- (b) Permanent SCSs who do not wish to continue their employment in a new school year must inform the RTA of their intention to cease their employment prior to 1 December of the previous year.
- (c) Should the RTA terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, the RTA must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for the RTA since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- (d) Reasons for termination of employment of permanent SCSs under subclause (c) above may include, but are not limited to:
 - (i) the installation of traffic signals at that site;
 - (ii) the removal of a crossing;
 - (iii) the installation of an overhead walkway or pedestrian underpass;
 - (iv) the closure of a school.
- (e) Prior to terminating the employment of an SCS for any of the reasons outlined in subclause (d) above, the RTA will seek to place SCSs at an alternate location within a reasonable distance. The RTA cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- (a) The RTA will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- (b) Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- (c) The RTA must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- (d) The RTA must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- (e) Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with subclause 7(d).
- (f) Casuals will be paid for all time spent training in accordance with subclause 7(e).

- (g) Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- (a) The RTA will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (i) prior to their appointment; and
 - (ii) at regular intervals; or
 - (iii) at the RTA's discretion.
- (b) Such Offences Will Include, But Will Not be Limited to, the Types of Offences that Prohibit Employees from Working With Children under the Commission for Children and *Young People Act 1998* (NSW).
- (c) The RTA may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed the RTA of their record. Such action may include summary dismissal.
- (d) SCSs must advise the RTA of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify the RTA of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- (a) SCSs will be provided with the following safety clothing and equipment:

RTA Hat

RTA Safety Vest

Rain Coat

Rain Pants

Sun Screen 30+

Note Book and Pen

Bum Bag

Water Proof Cap

- (b) SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

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

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

NOTES

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

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

19. Grievance Resolution and Dispute Settlement

19.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - (i) relate to a perceived denial of an entitlement
 - (ii) relate to a perceived lack of training opportunities
 - (iii) involve a suspected discrimination or harassment.
- (b) The RTA has a grievance resolution policy and grievance resolution guidelines and procedures which should be observed when grievances arise.
- (c) While the policy, guidelines and procedures are being followed, normal work will continue.

19.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of staff that is perceived to have negative implications for that group.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to the RTA's

Manager Industrial Relations or another nominated officer who will then arrange for the issue to be discussed with the unions.

- (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (iii) If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW.
- (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
- (v) The unions reserve the right to vary this procedure where a genuine safety factor is involved in accordance with subclause 19.3.

19.3 Dispute relating to OHS issues

- (a) The RTA and SCSs are committed to the *Occupational Health and Safety Act 2000* and any other statutory requirements, at all times.
- (b) When an OHS risk is identified or a genuine safety factor is the source of a dispute:
 - (i) SCSs have a duty to notify the RTA of the risk to the SCS Occupational Health and Safety Committee, and;
 - (ii) allow the RTA a reasonable amount of time to respond.
 - (iii) the RTA has a duty to address the issue identified; and
 - (iv) report on the issue within a reasonable timeframe.
- (c) If a SCS notifies WorkCover without allowing the RTA a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) The RTA respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.
- (e) The unions and SCSs acknowledge that the creation of an industrial dispute over an OHS matter that is not legitimate is a breach of the legislative provisions under section 25 of the *Occupational Health and Safety Act 2000*.

20. Union Contributions

- (a) Where SCSs authorise the RTA in writing to deduct union fees from their wage, the RTA will where practical, make the deduction and forward it to the unions.
- (b) SCSs elected as job representatives, who have notified and have been accepted by the RTA as accredited representatives of the union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

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

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

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

(c) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.**22. Code of Conduct and Ethics**

(a) RTA requires that all SCSs comply with the Code of Conduct and Ethics.

(b) Where a disciplinary matter is alleged, suspected or known to have occurred, the SCSs manager is to take prompt action to:

Escalate the matter to senior management and/or the General Manager of Control Management Services or Human Resources as required

Conduct a fact-finding investigation, if and as required.

- (c) Interviews will be conducted to:
- Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
 - Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
 - Gather sufficient facts to enable a decision on whether disciplinary action is appropriate
- (d) Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:
- (i) corrupt conduct;
 - (ii) misconduct;
 - (iii) negligence, inefficiency or incompetence in the discharge of duties, or
 - (iv) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.
- (e) The RTA Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.
- (f) The RTA may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for by the Transport Administration (Staff) Regulations 2000.
- (g) As a result of a disciplinary breach being proven against SCSs, the RTA may choose to impose any one or more of the following sanctions:
- (i) a reprimand and warning;
 - (ii) transfer;
 - (iii) suspension from duty;
 - (iv) termination of service.
- (h) If a disciplinary sanction is to be made against an SCS, details of this will be given in writing.
- (i) Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to the RTA regarding the sanction proposed or to provide any further relevant information.
- (j) Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (i) serious misconduct;
 - (ii) misappropriation;
 - (iii) fraud, or
 - (iv) corrupt conduct.
- (k) The RTA retains the right to refer a disciplinary matter to the relevant external body where the RTA has reason to believe it is necessary. This may include but is not limited to:
- (i) the Police;
 - (ii) the Independent Commission Against Corruption (ICAC);

- (iii) the Ombudsman;
 - (iv) the Commission for Children and Young People
- (l) SCSs have the right to appeal any disciplinary action taken against you by the RTA before:
- (i) the Government Related Employees Appeal Tribunal (GREAT) or;
 - (ii) the NSW or Australian Industrial Relations Commission as is appropriate.

This clause:

does not remove the RTA's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.

must not be construed as requiring the taking of disciplinary proceedings in order that the RTA may dispense with the services of an RTA officer or any other employee of the RTA.

23. Leave Reserved

Leave is reserved for the parties to review what is considered a 'reasonable distance' for the purposes of relocation during the life of the Award.

24. Rates of Pay

Category Refer to clause 7, Payment of Wages, for the calculation of rates	4% Operative from the first full pay period on or after the 1 July 2008 (\$/hr)	4% Operative from the first full pay period on or after 1 July 2009 (\$/hr)	4% Operative from the first full pay period on or after 1 July 2010 (\$/hr)
Base Rate (N)	17.5479	18.2498	18.9798
Permanent SCSs (P)	16.4511	17.1092	17.7935
Additional hours/training (A)	19.0103	19.7707	20.5615
Casual SCSs (C)	21.0575	21.8998	22.7758

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

1. Delete sub-subparagraph (ii) of subparagraph (b) of paragraph (vi) of subclause (F), Wages, of clause 42, Training Conditions, of the award published 29 August 2008 (366 I.G. 574) and insert in lieu thereof the following:

- (ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	523.00	543.00
Industry/Skill Level B	504.00	523.00
Industry/Skill Level C	456.00	473.00

2. Delete Part C, Industry/Skill Level Rates and insert in lieu thereof the following:

PART C**INDUSTRY/SKILL LEVEL RATES****Table 1 - Industry Skill Level A**

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years	504.00		

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

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	
Plus 5 years	486.00		

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

Table 3 - Industry/Skill Level C

Where accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level C.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	
Plus 5 years	439.00		

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

3. This variation shall take effect from the first full pay period commencing on or after 11 September 2008.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2110 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

Arrangement

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

PART B

Table 1 - Salary Rates

1. Definitions

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

"Employer" means the Director-General of the Department of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General)..

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

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

"Union" means the Health Services Union.

2. Classifications

"Psychologist"

- (i) Characteristics and General Features of Duties

Graduate psychologists are trained in the independent application of existing treatment techniques and assessment procedures; psychometric testing (eg intelligence, personality, vocational); psychological

counselling; and the formulation/ provision of psychological reports. The focus on the "Psychologist" and "Senior Psychologist" stream in the classification structure is a concern with assessment and intervention/treatment for a range of behavioural and emotional disorders.

Duties for Psychologists (with three or more years post-registration experience) may include supervision of Psychologists for registration purposes.

(ii) Academic and Registration Requirements

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for conditional registration as a psychologist-in-training with the NSW Psychologists Registration Board.

A psychologist-in-training shall commence at year 1 of the scale for Psychologist.

Provided that where a psychologist has already met the criteria for full registration, and is registered in accordance with the *Psychologists Act* 2001, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a psychologist has met the criteria for full registration and is registered in accordance with the *Psychologists Act* 2001, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

"Senior Psychologist"

(i) Characteristics and General Features of Duties

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

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

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

(ii) Academic and Registration Requirements

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

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

"Clinical Psychologist"

(i) Characteristics and General Features of Duties

The focus of the clinical psychologist is towards mental and other health disorders in a clinical setting. In discharging the functions of this classification, the Clinical Psychologist exercises independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/ or treatment.

A Clinical Psychologist shall be capable of undertaking all activities performed by psychologists, detailed for the classifications of "Psychologist" and "Senior Psychologist" as described above, together with activities that require specialist psychological interventions involving the adaptive utilisation of psychological knowledge and principles in the assessment and treatment of a range of health disorders.

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques which enable the employee to supervise psychologists; assess and diagnose psychological problems and disorders; and design and implement appropriate psychological procedures.

Subject to satisfactory performance, Psychologists who meet the academic requirements outlined below shall be reclassified as Clinical Psychologist.

(ii) Academic and Registration Requirements

A psychologist with a post-graduate degree at the masters level or higher in a specialist clinical area in psychology (Clinical Psychology, Clinical Neuropsychology or such other speciality in psychology that the employer deems relevant to the functions of the position), that is of no less than two years full time duration or its equivalent.

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

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

"Senior Clinical Psychologist"

(i) Characteristics and General Features of Duties

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

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

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

Employees classified as Senior Clinical Psychologist shall discharge the clinical duties as described for Clinical Psychologist above, and in addition, two or more of the following:

(a) Administrative duties, which may include:

- (1) responsibility for overall service planning and policy;

- (2) other supra-clinical duties involving responsibility for service provision; and
- (3) responsibility for professional functioning of Psychologists and Clinical Psychologists;
- (b) Consultation, involving
 - (1) the provision of consultation with other psychologists or with other professional bodies and organisations (e.g. other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
 - (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making;
- (c) Research and Evaluation, involving
 - (1) research, where the psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
 - (2) evaluation, where the psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;
- (d) Clinical expertise, requiring
 - (1) higher level knowledge and experience in a specific area e.g. tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
 - (2) developing and extending applications of assessment and treatment methods;
- (e) Training, involving
 - (1) the training of psychologists or other health professionals in a range of areas, that may include specialist psychological skills;
 - (2) contributing to training for supervisors of psychological services; and
 - (3) developing and implementing training programs

"Principal Clinical Psychologist"

(i) Characteristics and General Features of Duties

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

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

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

- (a) Administrative and policy duties, which may include:

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

3. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

4. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

5. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award published 10 March 2006 (357 I.G. 970) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

(iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B

Table 1 - Salary Rates

Grades	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Psychologist			
1st year of service	50,583	52,556	54,606
2nd year of service	53,319	55,398	57,559
3rd year of service	56,052	58,238	60,509
4th year of service	59,469	61,788	64,198
5th year of service	62,888	65,341	67,889
6th year of service	66,305	68,891	71,578
7th year of service	69,724	72,443	75,268
8th year of service	72,459	75,285	78,221
9th year of service & thereafter	75,190	78,122	81,169
Senior Psychologist			
1st year of service	79,293	82,385	85,598
2nd year of service	82,712	85,938	89,290
3rd year of service & thereafter	86,129	89,488	92,978
Clinical Psychologist			
1st year of service	72,459	75,285	78,221
2nd year of service	76,558	79,544	82,646
3rd year of service	80,661	83,807	87,075
4th year of service	84,762	88,068	91,503
5th year of service and thereafter	88,862	92,328	95,929
Senior Clinical Psychologist			
1st year of service	92,965	96,591	100,358
2nd year of service	95,698	99,430	103,308
3rd year of service & thereafter	98,433	102,272	106,261
Principal Clinical Psychologist			
1st year of service and thereafter	112,104	116,476	121,019
Part-Time Psychologist (Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))			
Part-time Psychologist (p/hour) (formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	37.88	39.36	40.89
Part-time Clinical Psychologist (p/hour) (formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	48.58	50.48	52.45
Part-time Senior Clinical Psychologist (p/hour) (formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	57.64	59.89	62.23

J. McLEAY, Commissioner

HEALTH EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2109 of 2008)

Before Commissioner McLeay

12 November 2008

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

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

PART B**MONETARY RATES**

Table 1 - Salaries
Table 2 - Allowances

PART A**1. Definitions**

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

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

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

Where:

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

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

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

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

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

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

Typical Duties:

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

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

Typical Duties.

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to patients in carrying out simple personal care tasks which shall include but not be limited to: - Supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails; - lay out clothes and assist in dressing; - make beds and tidy rooms; - store clothes and clean wardrobes; - assist with meals.	Performance under limited supervision of the full range of domestic duties including but not limited to: - General cleaning of accommodation food service and general areas; - General waiting, table service and clearing duties; - Assistance in the preparation of food, including the cooking and/or preparation of light refreshments; - All laundry duties.	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: - Sweeping; - Hosing; - Garbage collection and disposal; Keeping the outside of buildings clean and tidy; - Mowing lawns and assisting gardening staff in labouring.
Under direct supervision, provide assistance to CSE Gr 2 or other staff performing similar functions, in attending to higher level personal care needs of a patient.		

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

Typical Duties.

Care Stream	Support Stream	Maintenance Stream
<p>Provide a wide range of personal care services to patients, under limited supervision and in accordance with the patient’s Care Plan, including:</p> <ul style="list-style-type: none"> - Assist and support patients with medication utilising medication compliance aids; - Simple wound dressing; - Implementation of continence programs as identified in the Care Plan; - Attend to routine urinalysis, blood pressure, temperature and pulse checks; - Blood sugar level checks etc and assist and support diabetic patients in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia. - Recognise, report and respond appropriately to changes in the condition of patients, within the skills and competence of the employee and the policies and procedures of the organisation. - Assist in the development and implementation of patient care plans - Assist in the development and implementation of programs of activities for patients. 	<p>Assist a higher grade worker in the planning, cooking and preparation of the full range of meals.</p> <p>Drive a sedan or utility.</p>	<p>Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge.</p> <p>Work with and undertake limited coordination of the work of other maintenance workers.</p> <p>Perform gardening duties.</p> <p>Provide advice on planning and plant maintenance.</p> <p>Attend to indoor plants, conduct recycling and re-potting schedules.</p> <p>Carry out physical inspections of property and premises and report.</p>

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

The CFPU produces but is not limited to cook chill food in the form of extended life cook chill and/or short shelf life cook chill product. The CFPU can also produce bulk food as cook freeze product, and as prepared non-cooked items including but not limited to items such as salad vegetables, fruit, desserts, prepared cold meats etc. This food is produced using such technologies as Extended Life Cook Chill

(ELCC), Short Term Cook Chill (STCC) and Cook Freeze (CF) and distributed to receiving/finishing and satellite kitchens which may be within or adjacent to the CFPU or off site.

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

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

Grade A - 2,000 or more
 Grade B - 1,000 and less than 2,000
 Grade C - less than 1000

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

(xvii)

- (A) Cook (Grade A) means a person employed as a cook in a hospital having at the preceding 30 June and ADA of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:
- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of work specified in (a) and (b), of this subclause; or
- (d) on relieving a chef or other cooks engaged on the work specified in (a), (b) or (c) of this subclause; or
- (e) as a cook responsible for supervising the work of other cooks in the kitchen.

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

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

Prince of Wales Hospital: Main kitchen

Royal Prince Alfred Hospital: Main kitchen and diet kitchen

General Hospital: Main kitchen

The Royal Alexandra Hospital for Children: Main kitchen

The Royal North Shore Hospital: Main kitchen

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

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

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

- (B) Cook (Grade B) means a person employed as a cook, other than a chef, cook (Grade A), or an assistant cook.
- (xviii) Employer means the Director-General of the Department of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).
 - (xix) Gardener means a person employed as such whose duties include any or all of the following, namely, propagation of seeds, planting out, pruning and shaping of trees and shrubs, layout of gardens and general gardening duties.
 - (xx) Head Gardener means a person employed as such who, in addition to performing gardening duties is required as part of his/her ordinary duty to supervise and control a staff of not less than three others, one of whom is a gardener.
 - (xxi) Health and Security Assistant means a person appointed as such who has the following responsibilities:
 - a person required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties; and/or
 - a person who undertakes routine clerical/administrative work (Level 1); and/or
 - a person who has the primary functions usually undertaken by the classification of Hospital Assistant Grade 1,2 or 3; and/or
 - any other classification of staff agreed to between the employer and the Union.

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

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

- (xxii) Health Service means an Area Health Service constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
- (xiii) Heart/Lung Assistant means a person employed as such and who assists the Heart/Lung Technician in the assembly, dismantling and cleaning of heart/lung equipment.
- (xxiv) Heart/Lung Technician means a person employed as such and whose duties require him/her to be skilled in the assembly, operation, dismantling and cleaning of heart/lung machines and the operation of cardiac monitoring equipment.
- (xxv) Home Supervisor means a person employed as such who is required to supervise resident staff quarters.
- (xxvi) Hospital means a public hospital as defined in section 15 of the *Health Services Act*, 1997.
- (xxvii) Hospital Assistant -
- (a) Grade I means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Maid, Seamstress, and/or Female Attendant.
 - (b) Grade II means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Laundry Employee-Female, Porter (all grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant-Male, Attendant-Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).
 - (c) Grade III means an employee, male or female, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.
- (xxviii) Laundry Assistant Foreperson means a person employed as such in a hospital with an ADA of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.
- (xxix) Leading Hand means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.
- (xxx) Linen Supply Officer means a person appointed as such who is required, in hospitals where linen is supplied from a central linen service, to be in control of the linen store, be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service.
- (xxxi) Maintenance Supervisor (Non-Tradesman) means a person employed as such: and
- (a) who assists the engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves him during his absence, or

- (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.

(xxxii) Museum Technician means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of museum and pathological specimens.

(xxxiii) Patient Transport Officer - means an employee who has successfully completed the requirements for appointment as a Patient Transport Officer and who has been appointed as such.

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

Advanced Cardio Pulmonary Resuscitation (CPR),

Gueddels Airways,

Basic life support skills,

Advanced first-aid,

Patient handling and lifting techniques,

Driver training,

Oxygen administration, and

Transport and handling of specialised equipment (e.g. cardiac defibrillators).

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

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

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

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

(xxxiv) Pharmacy Assistants

(a) Pharmacy Assistant Grade 1 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.

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

(xxxv) Pharmacy Technician Grade 1 - means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up

to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the employer to be equivalent.

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

- (xlv) Sterilisation Technician - Grade 2 means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.
- (xlvi) Sterilisation Technician - Grade 3 means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.
- (xlvii) Surgical Dresser means an employee who is required to undertake advanced duties associated with the care of patients such as special enemata, catheterisation, bowel lavation, and/or other specialised work in wards and theatres.
- (xlviii) Team Leader, Central Linen Service - A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.
- (xlviii) Technical Assistant -
- (a) Grade I means a person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietician with routine professional activities.
- (b) Grade II means a person appointed as such who is wholly or substantially engaged in routine laboratory procedures of a technical or special nature including routine bio-chemical, bacteriological or haematological tests or counts.
- (xlix) Trainee Patient Transport Officer - means an employee who is undertaking training and workplace mentoring in order to successfully complete the requirements for appointment to a 'Patient Transport Officer' position.
- (l) Union means the Health Services Union.
- (li) Wardsperson means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

2. Salaries and Wages

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

3. Leading Hands

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

4. Exemptions

This award shall not apply to:

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

5. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

6. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

7. Dispute Resolution

The dispute resolution procedure of the said Health Employees Conditions of Employment (State) Award, as varied, shall apply.

8. 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.

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees (State) Award published 3 March 2006 (357 I.G .737) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

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

Grades	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Medical/Technical Group Aides			
1st year	736.80	765.50	795.40
2nd year	751.00	780.30	810.70
Thereafter	766.00	795.90	826.90
Technical Assistant Grade 1			
1st year	751.00	780.30	810.70
2nd year	766.00	795.90	826.90
Thereafter	783.50	814.10	845.80
Technical Assistant Grade 2			
1st year	766.00	795.90	826.90
2nd year	783.50	814.10	845.80
Thereafter	797.30	828.40	860.70
Trainee Cytology Scanner	693.80	720.90	749.00
On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.			
Cytology Scanner			
1st year	766.00	795.90	826.90
2nd year	783.50	814.10	845.80
Thereafter	797.30	828.40	860.70
Pharmacy Assistant - Grade 1			
1st year	766.00	795.90	826.90
2nd year	783.50	814.10	845.80
3rd year	797.30	828.40	860.70
4th year	819.50	851.50	884.70
Pharmacy Assistant - Grade 2			
1st year	819.50	851.50	884.70
2nd year	839.30	872.00	906.00
Pharmacy Technician-Grade 1			
1st year	819.50	851.50	884.70
2nd year	839.30	872.00	906.00
3rd year	858.10	891.60	926.40
4th year	878.70	913.00	948.60
Pharmacy Technician-Grade 2			
1st year	897.80	932.80	969.20
2nd year	931.80	968.10	1,005.90

3rd year	961.90	999.40	1,038.40
4th year	988.50	1,027.10	1,067.20
Pharmacy Technician-Grade 3			
1st year	1,056.70	1,097.90	1,140.70
2nd year	1,093.40	1,136.00	1,180.30
Pharmacy Technician-Grade 4			
1st year	1,130.10	1,174.20	1,220.00
2nd year	1,201.50	1,248.40	1,297.10
Sterilisation Technician-Grade 1			
1st year	766.00	795.90	826.90
2nd year	783.50	814.10	845.80
3rd year	819.50	851.50	884.70
Sterilisation Technician-Grade 2			
1st year	839.30	872.00	906.00
2nd year	858.10	891.60	926.40
3rd year	878.70	913.00	948.60
Sterilisation Technician-Grade 3			
1st year	897.80	932.80	969.20
2nd year	931.80	968.10	1,005.90
Post Mortem Assistant 200 Post Mortems p.a.			
1st year	931.90	968.20	1,006.00
2nd year	962.30	999.80	1,038.80
3rd year and thereafter	989.50	1,028.10	1,068.20
Snr Post Mortem Assist- W/mead	1,093.90	1,136.60	1,180.90
Museum Technician			
1st year	758.00	787.60	818.30
2nd year	772.30	802.40	833.70
3rd year	787.00	817.70	849.60
4th year and Thereafter	802.80	834.10	866.60
Animal Technician			
1st year	758.00	787.60	818.30
2nd year	772.30	802.40	833.70
3rd year	787.00	817.70	849.60
4th year	802.80	834.10	866.60
Animal Attendant	752.20	781.50	812.00
Research Mechanic	773.50	803.70	835.00
Operations Assistant			
Chief	832.00	864.40	898.10
Senior	804.50	835.90	868.50
Others - first 3 years	768.00	798.00	829.10
Other - Subsequent years	789.20	820.00	852.00
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior			
Trainee Operations Assistant	672.60	698.80	726.10
On completion of three years' training, a Trainee shall be classified as Assistant.			
Anaesthetic and Operating Theatre Technician			
Without Diploma	797.30	828.40	860.70
With Diploma	840.30	873.10	907.20
Senior Anaesthetic Technician	866.90	900.70	935.80
Senior Anaesthetic Technician - R.P.A. Hosp.	890.30	925.00	961.00
Technical Controller Processing R.P.A.H.			

Personal Present Occupant Only	791.00	821.80	853.90
Institute of Tropical Medicine -Prince Henry Attendant	760.70	790.40	821.20
Attendant in Charge	790.30	821.10	853.10
Surgical Instrument Repairer	773.00	803.10	834.40
Patient Support Assistant- Central Coast Area Health Service			
1st Year	735.60	764.30	794.10
Thereafter	741.20	770.10	800.10
Patient Services Assistant- Western Sydney Area Health Service			
Grade 1	720.90	749.00	778.20
Grade 2	735.60	764.30	794.10
Support Services Officer- Northern Sydney and Western Sydney Area Health Service	751.00	780.30	810.70
Wardsperson			
1st year	735.60	764.30	794.10
Thereafter	741.20	770.10	800.10
Chief Wardsman			
1st year	774.60	804.80	836.20
Thereafter	781.00	811.50	843.10
Senior Chief Wardsman			
1st year	796.80	827.90	860.20
Thereafter	802.40	833.70	866.20
Surgical Dresser			
1st year	744.90	774.00	804.20
2nd year	751.20	780.50	810.90
Thereafter	760.70	790.40	821.20
Surgical Dresser - S.T.D. Clinic			
1st year	751.20	780.50	810.90
Thereafter	769.40	799.40	830.60
Chief Surgical Dresser			
1st year	783.90	814.50	846.30
2nd year	791.00	821.80	853.90
Thereafter	800.40	831.60	864.00
Senior Chief Surgical Dresser			
1st year	805.80	837.20	869.90
2nd year	813.10	844.80	877.70
Thereafter	822.30	854.40	887.70
Surgical Dresser - Royal North Shore Hospital			
1st year	764.80	794.60	825.60
2nd year	771.80	801.90	833.20
3rd year	781.10	811.60	843.30
Senior Chief Surgical Dresser - RNSH			
1st year	842.20	875.00	909.10
2nd year	849.70	882.80	917.20
3rd year	859.70	893.20	928.00

Chief Surgical Dresser - RNSH			
1st year	820.00	852.00	885.20
2nd year	826.40	858.60	892.10
3rd year	836.50	869.10	903.00
Heart/Lung Technician	861.90	895.50	930.40
Heart/Lung Assistant	813.10	844.80	877.70
Neurophysiological Technician			
1st and 2nd year	840.30	873.10	907.20
3rd year and Thereafter	866.90	900.70	935.80
Senior Neurophysiological Technician			
In Charge of 2 or more employees	890.30	925.00	961.10
St George, New Childrens, RNSH, Royal Newcastle	961.90	999.40	1,038.40
RPAH, POW, PHH, Westmead	1,056.70	1,097.90	1,140.70
Trainee Neurophysiological Technician	734.40	763.00	792.80
<p>Provided that promotion to Electro-Cardiograph Recorder Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.</p> <p>Provided that promotion to Neurophysiological Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Department to be appropriate.</p>			

Domestic Group			
Trainee Catering Officer			
1st year	751.70	781.00	811.50
2 nd year	768.00	798.00	829.10
Thereafter	786.60	817.30	849.20
Surgical Bootmaker			
In charge of other Bootmakers/Repairers	865.30	899.00	934.10
Otherwise	847.90	881.00	915.40
Surgical Boot Repairer	832.30	864.80	898.50
Chef			
Grade A	823.10	855.20	888.60
Grade B	804.70	836.10	868.70
Grade C	787.00	817.70	849.60
Cook			
Grade A	772.00	802.10	833.40
Grade B	753.60	783.00	813.50
Linen Supply Officer			
Under 300 Beds	746.30	775.40	805.60
300 Beds but less than 500 Beds	767.20	797.10	828.20
500 Beds and over	789.40	820.20	852.20
Assistant Foreperson	733.10	761.70	791.40
Hospital Assistant			
Grade 1	693.80	720.90	749.00
Grade 2	709.70	737.40	766.20
Grade 3	720.90	749.00	778.20
Sewing Room Supervisor			
In charge of 2-6 Dressmakers / Seamstresses	738.60	767.40	797.30

In charge of 7-11 Dressmakers / Seamstresses	747.50	776.70	807.00
In charge of 12 or more Dressmakers/Seamstresses	756.50	786.00	816.70
Housekeeper/Domestic Supervisor - not I/C Food Services			
Under 100 beds	750.00	779.30	809.70
100 beds but less than 200 beds	755.20	784.70	815.30
200 beds but less than 300 beds	762.00	791.70	822.60
300 beds but less than 400 beds	769.40	799.40	830.60
400 beds but less than 500 beds	785.20	815.80	847.60
500 beds and over	800.40	831.60	864.00
Home Supervisor			
100 beds but less than 200 beds	721.00	749.10	778.30
200 beds but less than 300 beds	742.80	771.80	801.90
300 beds but less than 400 beds	750.00	779.30	809.70
400 beds but less than 500 beds	760.10	789.70	820.50
500 beds and over	767.10	797.00	828.10
Maintenance/General Group			
Maintenance Supervisor (Non Tradesman)			
In charge of staff	891.00	925.70	961.80
Otherwise	868.90	902.80	938.00
Boiler Attendant			
Maintenance of Plant	753.70	783.10	813.60
Otherwise	745.30	774.40	804.60
Fireman	709.70	737.40	766.20
Motor Vehicle, Ambo and/or Bus Driver			
Up to 2950 Kilograms	750.20	779.50	809.90
Over 2950 Kg & up to 4650 Kg	755.70	785.20	815.80
Over 4650 Kg & up to 6250 Kg	761.10	790.80	821.60
Over 6250 Kg & up to 7700 Kg	765.60	795.50	826.50
Over 7700 Kg & up to 9200 Kg	770.70	800.80	832.00
Over 9200 Kg & up to 10800 Kg	774.40	804.60	836.00
Over 10800 Kg & up to 12350 Kg	778.80	809.20	840.80
Over 12350 Kg & up to 13950 Kg	782.90	813.40	845.10
Over 13950 Kg & up to 15500 Kg	787.00	817.70	849.60
Over 15500 Kg & up to 16950 Kg	789.20	820.00	852.00
Over 16950 Kg & up to 18400 Kg	791.20	822.10	854.20
Over 18400 Kg & up to 19750 Kg	792.30	823.20	855.30
Over 19750 Kg & up to 21100 Kg	794.30	825.30	857.50
Over 21100 Kg & up to 22450 Kg	797.80	828.90	861.20
Trainee Patient Transport Officer	750.20	779.50	809.90
Patient Transport Officer	783.70	814.30	846.10
Fire Safety Officers			
Level 1 - Over 700 beds	1,287.50	1,337.70	1,389.90
Level 2 - 300-700 beds	1,145.80	1,190.50	1,236.90
Level 3 - Less than 300 beds	1,017.90	1,057.60	1,098.80
Gardening Staff			
Head Gardener Without Certificate	778.40	808.80	840.30
Head Gardener With Certificate	828.50	860.80	894.40
Gardener Without Certificate	734.30	762.90	792.70
Gardener With Certificate	755.90	785.40	816.00
Vocational Instructor - Rehab (Tradesman)			
1st year	926.20	962.30	999.80
2nd year	938.60	975.20	1,013.20
3rd year and Thereafter	950.50	987.60	1,026.10

Vocational Training Officer (Non-Trade)			
1st year	839.80	872.60	906.60
2nd year	852.20	885.40	919.90
3rd year and Thereafter	864.90	898.60	933.60
Health and Security Assistant	789.40	820.20	852.20
Security Officer	751.00	780.30	810.70
Senior Security Officer			
Year 1	819.50	851.50	884.70
Year 2	839.30	872.00	906.00
Printing Operators			
1st year	818.70	850.60	883.80
2nd year	824.90	857.10	890.50
3rd year	829.60	862.00	895.60
Printing Operators O.I.C Prince Henry Hospital	855.20	888.60	923.30
Child Care Worker			
1st year	698.80	726.10	754.40
2nd year	711.50	739.20	768.00
3rd year	738.40	767.20	797.10
4th year	751.10	780.40	810.80
5th year	766.00	795.90	826.90
6th year	783.50	814.10	845.80
Thereafter	797.30	828.40	860.70
Diversional Therapist with Diploma			
1st year	757.50	787.00	817.70
2nd year	802.40	833.70	866.20
3rd year	846.70	879.70	914.00
4th year	891.20	926.00	962.10
5th year	933.70	970.10	1,007.90
Diversional Therapist without Diploma			
1st year	751.00	780.30	810.70
2nd year	766.00	795.90	826.90
3rd year	783.50	814.10	845.80
Tyre Fitter	737.20	766.00	795.90
Ambulance Support Officer	708.00	735.60	764.30
Apprentice Cook			
1st six months	377.20	391.90	407.20
2nd six months	527.80	548.40	569.80
3rd six months	603.20	626.70	651.10
4th six months	640.90	665.90	691.90
5th six months	679.70	706.20	733.70
6th six months	716.30	744.20	773.20
Appr. completion of 1st Yr exams	1.80	1.90	2.00
Appr. completion of 2nd Yr exams	4.20	4.40	4.60
Appr. completion of 3rd Yr exams	5.60	5.80	6.00
Apprentice Gardener			
1st Year	387.50	402.60	418.30
2nd Year	461.00	479.00	497.70
3rd Year	608.80	632.50	657.20
4th Year	682.60	709.20	736.90
Appr. completion of 1st Yr exams	1.80	1.90	2.00
Appr. completion of 2nd Yr exams	4.20	4.40	4.60
Appr. completion of 3rd Yr exams	5.60	5.80	6.00
Team Leader, Central Linen Service (formerly "Forepersons")	796.10	827.10	859.40

Cardiac Technician			
Year 1	897.80	932.80	969.20
Year 2	931.80	968.10	1,005.90
Year 3	961.90	999.40	1,038.40
Year 4	988.50	1,027.10	1,067.20
Cardiac Technologists			
Grade 1			
Year 1	917.90	953.70	990.90
Year 2	952.30	989.40	1,028.00
Year 3	1,010.90	1,050.30	1,091.30
Year 4	1,080.10	1,122.20	1,166.00
Year 5	1,154.80	1,199.80	1,246.60
Year 6	1,228.40	1,276.30	1,326.10
Year 7	1,288.00	1,338.20	1,390.40
Year 8	1,329.60	1,381.50	1,435.40
Grade 2			
Year 1	1,288.00	1,338.20	1,390.40
Year 2	1,329.60	1,381.50	1,435.40
Year 3	1,430.10	1,485.90	1,543.90
Senior Cardiac Technologist			
Year 1	1,430.10	1,485.90	1,543.90
Year 2	1,478.00	1,535.60	1,595.50
Chief Cardiac Technologist			
Year 1	1,519.20	1,578.40	1,640.00
Year 2	1,685.70	1,751.40	1,819.70
CFPU Chef			
Level 1	828.20	860.50	894.10
Level 2	857.40	890.80	925.50
Level 3	886.50	921.10	957.00
CFPU Cook			
Level 1	796.10	827.10	859.40
Level 2	828.20	860.50	894.10
Care Service Employee			
Grade 1 - New Entrant	528.70	549.30	570.70
Grade 1	617.20	641.30	666.30
Grade 2	655.90	681.50	708.10

Table 2 - Allowances

Allowance	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Special Allowance Post Mortem Assistants & Senior Post Mortem Assistants (Westmead)	75.60	78.50	81.60
Senior Laundry Staff -Tech. Cert.	9.70	10.10	10.50
Leading Hand I/C 2 to 5 employees	25.80	26.80	27.80
Leading Hand I/C 6 to 10 employees	36.70	38.10	39.60
Leading Hand I/C 11 to 15 employees	46.70	48.50	50.40
Leading Hand I/C 16 to 19 employees	57.10	59.30	61.60
Automatic Rotary Press operation/hr or part	0.48	0.50	0.52
Housekeeper/Domestic Supervisor S'vise Nurse/Domestic Home	7.00	7.30	7.60
Boiler Attendant's Certificate -other employee (p/week)	6.40	6.60	6.90
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	15.30	15.90	16.50
Boiler Attendant/Fireman - Specified Hospitals (p/week)	39.30	40.80	42.40

Additional Duties - Boiler Attendant/Fireman	18.10	18.80	19.50
Ancillary Fire Safety Duties - 100 beds or more	32.50	33.80	35.10
Ancillary Fire Safety Duties - Less than 100 beds	14.60	15.20	15.80
Gardener with/out Certificate - I/C 2 or more employees	25.80	26.80	27.80

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2088 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Definitions and Work Level Statements

"Union" means the Health Services Union.

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

"Health Service" means an Area Health Service 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*.

"Work Level Statements" - Employees will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.

"Telephonist - Level 1" means a person whose major function (i.e. 80 per cent or more) is spent in operating a switchboard or similar equipment.

An in-charge shift allowance will apply to Telephonist-Level 1 in charge of staff. The Allowances payable are as set out in Item 1 of Table 2-Allowances, of Part B, Monetary Rates.

Telephonist -Level 2" means a person whose major function (i.e. 60 percent or more) is spent operating a switchboard or similar equipment and who is required to perform routine clerical duties and/or handle monies.

"Telephonist - Level 3" means a person who is required to perform clerical duties in respect of admissions and/or accounts (other than telephone) in addition to switchboard duties.

Administration Officer -

Level 1 - These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience.

Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment.

Work performed is within established routines, methods and procedures.

The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out below:

Operate personal computers, printing devices attached to personal computers, paging system, calculator.

Level 2 - Training of other employees may be required.

Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.

Requires knowledge of specific procedures and regulations.

The exercising of basic judgment is required, although problems encountered are of a simple nature with solutions found by reference to established methods and procedures.

The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.

In addition to other pay office duties performs the actual calculation of salaries.

Level 2A - This level of Administrative officer is required to provide a secretarial service to a Department, etc., of a hospital or to an individual officer or officers, including arranging travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s. The Administrative officer may be required to take shorthand notes at 100 w.p.m. and transcribe accurately from those notes and/or transcribe accurately from a Dictaphone.

Level 3 - Decision making in day to day operational matters is a normal part of the duties.

Assist more senior officers in complex tasks or projects.

Work performed under broad supervision but requires some independent action.

Scope exists for exercising initiative in the application of established work practices and procedures.

Employees may be graded at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

Level 4 - Working under limited direction and guidance with regard to work priorities.

Possess organisational skills required to set priorities and monitor work flow in the area of responsibility.

Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.

Carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods.

Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities.

Ability to delegate work to subordinates where appropriate.

Carry out inspection and monitoring functions to ensure outputs are of a high quality.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum of 2 years service carrying out these duties.

Level 5 - Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project.

Decision making across a number of areas and review of operational systems.

Ability to manage conflict of resources or priorities.

Independent action may be exercised within constraints set by senior management.

Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

Level 6 - Possess well developed communication skills and the ability to bring a creative approach to problem solving and conflict resolution.

Formulate policies that reflect current and future organisational requirements.

Ability to develop policy and advice for senior and line management.

Guidelines, rules, instructions or procedures for use by other staff may be developed at this level relevant to the area of responsibility.

Evaluate new methods and technology and disseminate information to appropriate areas.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretative role in respect of pay enquiries and having had a minimum of 2 years service carrying out these duties.

2. Salaries and Wages

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

3. Higher Skills

Employees appointed as Administration Officer Level 1 who are required by the employer to type at 60 w.p.m. and/or use medical terminology verbatim, will be paid an allowance as set out in Item 2 of Table 2-Allowances, of Part B, Monetary Rates. Employees appointed as Administration Officer Level 2 or 2A who are required by the employer to use medical terminology verbatim, will be paid an allowance as set out in the said Item 2.

4. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union.

6. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

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

NOTES -

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

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

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Administrative Staff (State) Award published 31 March 2006 (358 IG 741) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Classification	Rate from 1.7.2008 3.9% \$	Rate from 1.7.2009 3.9% \$	Rate from 1.7.2010 3.9% \$
TELEPHONIST - Level 1			
1st year	700.20	727.50	755.90
2nd year	714.00	741.80	770.70
3rd year	744.70	773.70	803.90
4th year	763.00	792.80	823.70
5th year	796.30	827.40	859.70
TELEPHONIST - Level 2			
1st year	814.00	845.70	878.70
2nd year	831.90	864.30	898.00
3rd year	848.90	882.00	916.40
TELEPHONIST - Level 3			
1st year	867.30	901.10	936.20
2nd year	885.50	920.00	955.90
ADMINISTRATION OFFICER-LEVEL 1			
1st year	674.50	700.80	728.10
2nd year	703.00	730.40	758.90
3rd year	730.40	758.90	788.50
4th year	748.50	777.70	808.00
5th year	767.20	797.10	828.20
ADMINISTRATION OFFICER-LEVEL 2			
1st year	794.30	825.30	857.50
2nd year	822.30	854.40	887.70
ADMINISTRATION OFFICER-LEVEL 2A			
1st year	838.00	870.70	904.70
2nd year	850.80	884.00	918.50

ADMINISTRATION OFFICER-LEVEL 3			
1st year	850.80	884.00	918.50
2nd year	878.90	913.20	948.80
ADMINISTRATION OFFICER-LEVEL 4			
1st year	902.70	937.90	974.50
2nd year	924.40	960.50	998.00
ADMINISTRATION OFFICER-LEVEL 5			
1st year	953.20	990.40	1,029.00
2nd year	976.00	1,014.10	1,053.60
ADMINISTRATION OFFICER-LEVEL 6			
1st year	1,008.60	1,047.90	1,088.80
2nd year	1,033.60	1,073.90	1,115.80

Table 2 - Allowances

Clause No.	Description	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
1	Telephonist-Level 1 In-Charge Allowance			
	3 to 5 staff - per shift	6.40	6.60	6.90
	6 to 10 staff - per shift	8.20	8.50	8.80
	Over 10 staff - per shift	13.90	14.40	15.00
3	Higher Skills	12.90	13.40	13.90

J. McLEAY, Commissioner.

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HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2106 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD**Arrangement**

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

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

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

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General). .

"Union" means the Health Services Union.

2. Salaries

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

3. Conditions of Service

The Health Employees' Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

4. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union.

5. Dispute Resolution

The dispute resolution procedure contained in the Health Employees' Conditions of Employment (State) Award, as varied, shall apply.

6. Anti-Discrimination

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

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Computer Staff (State) Award published 31 March 2006 (358 I.G. 736) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B
MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Computer Manager - Grade 1			
1st year	75,478	78,422	81,480
2nd year	77,747	80,779	83,929
3rd year	80,398	83,534	86,792
4th year	82,656	85,880	89,229
5th year	85,665	89,006	92,477
6th year	87,936	91,366	94,929
Computer Manager - Grade 2			
1st year	85,665	89,006	92,477
2nd year	87,936	91,366	94,929
3rd year	92,499	96,106	99,854
4th year	97,036	100,820	104,752
Analyst			
1st year	61,831	64,242	66,747
2nd year	63,763	66,250	68,834
3rd year	66,339	68,926	71,614
4th year	68,260	70,922	73,688
5th year	70,609	73,363	76,224
6th year and Thereafter	72,520	75,348	78,287
Senior Analyst			
1st year	75,478	78,422	81,480
2nd year	77,747	80,779	83,929
3rd year	80,398	83,534	86,792
4th year	82,656	85,880	89,229
5th year	85,665	89,006	92,477
6th year and Thereafter	87,936	91,366	94,929
Programming Supervisor			
1st year	70,609	73,363	76,224
2nd year	72,520	75,348	78,287
3rd year	75,478	78,422	81,480
Thereafter	77,747	80,779	83,929
Programmer			
1st year	49,714	51,653	53,667
2nd year	52,626	54,678	56,810
3rd year	55,914	58,095	60,361
4th year	61,831	64,242	66,747
5th year	66,339	68,926	71,614
Thereafter	68,260	70,922	73,688
Computer Operator - Grade 1			
1st year	36,674	38,104	39,590
2nd year	38,113	39,599	41,143
3rd year	39,075	40,599	42,182
Thereafter	40,045	41,607	43,230
Computer Operator - Grade 2			
1st year	41,428	43,044	44,723
2nd year	42,881	44,553	46,291
Thereafter	44,369	46,099	47,897

Senior Computer Operator - Grade 1			
1st year	47,081	48,917	50,825
2nd year	48,243	50,124	52,079
3rd year	49,714	51,653	53,667
Thereafter	50,945	52,932	54,996
Senior Computer Operator - Grade 2			
1st year	52,626	54,678	56,810
2nd year	53,919	56,022	58,207
3rd year	55,914	58,095	60,361
Thereafter	57,464	59,705	62,033
Field Implementation Officer			
1st year	52,626	54,678	56,810
2nd year	53,919	56,022	58,207
3rd year	55,914	58,095	60,361
4th year	57,464	59,705	62,033
Trainee Programmers			
1st year	35,644	37,034	38,478
2nd year	36,674	38,104	39,590
3rd year	38,113	39,599	41,143
4th year	39,075	40,599	42,182
5th year	40,045	41,607	43,230
6th year	41,428	43,044	44,723
7th year	42,881	44,553	46,291
8th year	44,369	46,099	47,897
9th year	47,081	48,917	50,825
Network Analyst			
1st year (per week)	1,051.80	1,092.80	1,135.40
2nd year (per week)	1,084.40	1,126.70	1,170.60

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2092 of 2008)

Before Commissioner McLeay

12 November 2008

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

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

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

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

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

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

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

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

"Union" means the Health Services Union.

2. Salaries

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

3. Grading Committee

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

- (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the employer, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the employer in connection with their representations.
- (vi) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vii) Nothing in this clause shall affect the right of the Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employees under this award.

4. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

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

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

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

5. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union.

6. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

NOTES

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

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

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Engineers (State) Award published 24 March 2006 (358 IG 358) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

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

Classification	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Engineer			
Grade 1	1,069.90	1,111.60	1,155.00
Grade 2	1,147.10	1,191.80	1,238.30
Grade 3	1,223.30	1,271.00	1,320.60
Grade 4	1,300.10	1,350.80	1,403.50
Grade 5	1,415.00	1,470.20	1,527.50
Grade 6	1,529.60	1,589.30	1,651.30
Grade 7	1,777.80	1,847.10	1,919.10
Assistant Engineer			
Grade 1	1,069.90	1,111.60	1,155.00
Grade 2	1,147.10	1,191.80	1,238.30
Grade 3	1,223.30	1,271.00	1,320.60
Grade 4	1,300.10	1,350.80	1,403.50

Grade 5	1,415.00	1,470.20	1,527.50
Grade 6	1,529.60	1,589.30	1,651.30
Maintenance Supervisor (Tradesman)			
Grade 2	1,032.10	1,072.40	1,114.20
Grade 1	958.50	995.90	1,034.70

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2091 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

"Union" means the Health Services Union.

2. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

3. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union.

4. Salaries and Wages

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

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

6. Anti-Discrimination

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

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section b56(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. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees General Administrative Staff (State) Award published 31 March 2006 (358 I.G. 718) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

(iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B
MONETARY RATES

Table 1 - Salaries

Grades	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
GENERAL ADMINISTRATIVE STAFF			
Grade 1	796.10	827.10	859.40
Grade 2	828.20	860.50	894.10
Grade 3	857.40	890.80	925.50
Grade 4	886.50	921.10	957.00
Grade 5	901.70	936.90	973.40
Grade 6	930.90	967.20	1,004.90
Grade 7	962.80	1,000.30	1,039.30
Grade 8	1,017.90	1,057.60	1,098.80
Grade 9	1,110.30	1,153.60	1,198.60
Grade 10	1,145.80	1,190.50	1,236.90
Grade 11	1,203.10	1,250.00	1,298.80
Grade 12	1,287.50	1,337.70	1,389.90
Grade 13	1,380.30	1,434.10	1,490.00
Grade 14	1,468.10	1,525.40	1,584.90
Special Grade - R.P.A. - Services Manager	1,516.30	1,575.40	1,636.80
Special Grade - R.P.A. - Supply Manager	1,833.40	1,904.90	1,979.20

J. McLEAY, Commissioner

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HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2099 of 2008)

Before Commissioner McLeay

12 November 2008

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

1. Definitions

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

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

"Interpreter" means a person appointed as such.

"NAATI" means the National Accreditation Authority for Translators and Interpreters.

"Union" means the Health Services Union.

2. Salaries

Salaries for Interpreter - Grades 1, 2 and 3 - shall be as set in Table 1-Salaries, of Part B, Monetary Rates.

Provided that an Interpreter Grade 1 who achieves NAATI accreditation as a paraprofessional interpreter shall subject to the following conditions be promoted to Grade 2 with effect from the first pay period of the month following the successful completion of the course:

- (i) Satisfactory service and a recommendation to the employer;
- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2.

Progression to Interpreter Grade 3 shall be dependent upon -

- (i) officers having achieved NAATI accreditation as a professional interpreter; and
- (ii) the Officer having completed 12 months' service as an interpreter with the employer or such other service deemed by the employer as being equivalent thereto; and
- (iii) the Officer having demonstrated competency at operational level to warrant payment at Grade 3.

Interpreter In Charge - An employee appointed to the position of Interpreter in Charge shall receive a rate equal to the Interpreter - Grade 2 - 5th year of service and thereafter rate; plus an allowance equivalent to the current team leader's allowance as varied from time to time; provided that if an employee employed as an Interpreter - Grade 3 is appointed to the position of Interpreter in Charge he/she shall be paid his/her appropriate rate as an Interpreter - Grade 3, plus an allowance equivalent to the current team leader's allowance as varied from time to time.

3. Conditions of Employment

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

4. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, shall apply.

6. Anti-Discrimination

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

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

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Interpreters (State) Award published 10 March 2006 (357 I.G. 944) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

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

Grades	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Interpreter - Grade 1			
1st year	36,007	37,411	38,870
2nd year	37,011	38,454	39,954
3rd year	38,518	40,020	41,581
4th year	39,517	41,058	42,659
Interpreter - Grade 2			
1st year	43,270	44,958	46,711
2nd year	44,577	46,316	48,122
3rd year	45,711	47,494	49,346
4th year	46,891	48,720	50,620
5th year	48,059	49,933	51,880
Interpreter - Grade 3			
1st year	50,202	52,160	54,194
2nd year	51,499	53,507	55,594
3rd year	53,167	55,241	57,395
4th year	54,518	56,644	58,853

Co-ordinator Interpreter Services			
1st year	59,688	62,016	64,435
2nd year	62,132	64,555	67,073
3rd year	64,308	66,816	69,422
4th year	67,428	70,058	72,790

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2098 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

Arrangement

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
3.	Conditions of Service
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PART B

MONETARY RATES

Table 1 - Salaries and Allowances

PART A

1. Definitions

"Union" means the Health Services Union.

"Employer" means the Director-General of the Department of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General)..

"Health Service" means an Area Health Service 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 RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)"

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

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 Australian Institute of Radiography (AIR).
- Accreditation by the AIR.

LEVEL 1

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

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

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

LEVEL 2 (Years 1 - 5)

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

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

The MRS (Diagnostic Radiographer) at this level:

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

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

Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (eg. 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 post accreditation experience (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 inservice lectures.

Contribute to Quality Assurance activities.

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

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

LEVEL 3

Grade 2 (Years 1 - 2: Consultant MRS)

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

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

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

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

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

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

LEVEL 3

Grade 3

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

LEVEL 4

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

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

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

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

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

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

LEVEL 4**Grade 2**

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

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

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

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

The MRS (Diagnostic Radiographer) at this level may be a Chief MRS (Diagnostic Radiographer) who manages a department with 2-3 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff eg. 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 eg. 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 masters degree in an area of relevance to their position. The post graduate diploma /masters 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 eg. 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 an Area Health Service; 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 accreditation board of the Australian and New Zealand Society of Nuclear Medicine and currently holds a radiation license under the Radiation Control Act 1990. Employees employed as MRS (Nuclear Medicine) are classified into six levels as follows:

LEVEL 1 - PDY MRS (Nuclear Medicine)

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

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

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

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

LEVEL 2 (Years 1 - 5)

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

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 (eg. Manual Handling, OH&S).

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

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

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 post accreditation experience (full-time or part-time equivalent). The MRS (Nuclear Medicine) must display a suitable level of professionalism, as determined by their peers, and develop competency in at least one essential criterion and 3 desirable criteria from the list below. A panel of at least three Chief MRS (or their representative) will assess the application.

Essential Criteria

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

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

Develop a consistently high standard of practice within the profession and has proven problem solving skills. The MRS (Nuclear Medicine) at this level should also be actively involved in the organisation and management of the workplace (eg. 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, OH&S, QA or Health Service committees relevant to the professional activities of Nuclear Medicine.

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

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

LEVEL 3

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

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

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

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

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

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

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

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

LEVEL 3

Grade 3

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

LEVEL 4**Grade 1 (Year 1-2: Section Manager)**

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

Research Co-ordinator MRS

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

LEVEL 4**Grade 2 (Year 1-2: Section Manager)**

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

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

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

LEVEL 5**Grade 1 (Deputy Chief MRS)**

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

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

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

LEVEL 5**Grade 2 (Deputy Chief MRS)**

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

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

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

LEVEL 5

Grade 3 (Deputy Chief MRS)

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

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

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

LEVEL 6

Grade 1 (Chief MRS (Nuclear Medicine))

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

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

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

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

LEVEL 6

Grade 2 (Chief MRS (Nuclear Medicine))

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

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

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

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

LEVEL 6**Grade 3**

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

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

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

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

"MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

A MRS (Radiation Therapists 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 accredited by the Australian Institute of Radiography. Employees employed as a Medical Radiation Therapist are classified into one of the following six levels:

LEVEL 1

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

The MRS at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, occupational health, safety and rehabilitation, 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. 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 and maintenance of their AIR Accreditation.

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 Occupational Health Safety & Rehabilitation and Quality Assurance matters; and work in an environment where there are multi disciplinary teams.

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

The MRS at this level:

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

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

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

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

Radiation Therapists at this level are responsible for their own Continuing Professional Development and maintenance of their AIR Accreditation.

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

LEVEL 3

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

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

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

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

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

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

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

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

Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and

Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

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

Radiation Therapists at this level are responsible for their own Continuing Professional Development and maintenance of their AIR Accreditation.

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, genitourinary 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 and maintenance of their AIR Accreditation.

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

LEVEL 4

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

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

A section or unit within this level is a single treatment machine where the managers would be responsible for the administrative detail, such as day to day running, throughput and patient care, patient scheduling, as well as

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

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

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

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

Radiation Therapists at this level are responsible for their own Continuing Professional Development and maintenance of their AIR Accreditation.

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, OH&S 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 and maintenance of their AIR Accreditation.

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 and maintenance of their AIR Accreditation.

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 and maintenance of their AIR Accreditation.

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 varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

4. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

6. Anti-Discrimination

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

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Medical Radiation Scientists (State) Award published 31 March 2006 (358 I.G. 727) and all variations thereof.
- (ii) 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.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

Radiographers	Nuclear Medicine	Radiation Therapists	Rate from 1.7.2008 per week \$	Rate from 1.7.2009 per week \$	Rate from 1.7.2010 per week \$
LEVEL ONE					
Year 1	Year 1	Year 1	917.90	953.70	990.90
LEVEL TWO					
Year 1	Year 1	Year 1	952.30	989.40	1,028.00
Year 2	Year 2	Year 2	1,080.10	1,122.20	1,166.00
Year 3	Year 3	Year 3	1,228.30	1,276.20	1,326.00
Year 4	Year 4	Year 4	1,288.00	1,338.20	1,390.40
Year 5	Year 5	Year 5	1,329.60	1,381.50	1,435.40
LEVEL THREE					
Grade 1, Year 1	Grade 1, Year 1	Grade 1, Year 1	1,430.10	1,485.90	1,543.90
Grade 1, Year 2	Grade 1, Year 2	Grade 1, Year 2	1,478.00	1,535.60	1,595.50
Grade 2, Year 1	Grade 2, Year 1	Grade 2, Year 1	1,519.20	1,578.40	1,640.00
Grade 2, Year 2	Grade 2, Year 2	Grade 2, Year 2	1,685.70	1,751.40	1,819.70
Grade 3, Year 1	Grade 3, Year 1		1,732.40	1,800.00	1,870.20
LEVEL FOUR					
Grade 1, Year 1	Grade 1, Year 1	Grade 1, Year 1	1,732.40	1,800.00	1,870.20
Grade 1, Year 2	Grade 1, Year 2	Grade 1, Year 2	1,791.20	1,861.10	1,933.70
Grade 2, Year 1	Grade 2, Year 1	Grade 2, Year 1	1,845.80	1,917.80	1,992.60
Grade 2, Year 2	Grade 2, Year 2	Grade 2, Year 2	1,892.20	1,966.00	2,042.70

LEVEL FIVE					
Grade 1	Grade 1	Year 1	2,027.20	2,106.30	2,188.40
Grade 2	Grade 2	Year 2	2,077.80	2,158.80	2,243.00
Grade 3	Grade 3	Year 3	2,184.60	2,269.80	2,358.30
LEVEL SIX					
Grade 1	Grade 1	Year 1	2,237.50	2,324.80	2,415.50
Grade 2	Grade 2	Year 2	2,289.90	2,379.20	2,472.00
Grade 3	Grade 3	Year 3	2,342.70	2,434.10	2,529.00
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			41.10	42.70	44.40

J. McLEAY, Commissioner

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HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2100 of 2008)

Before Commissioner McLeay

12 November 2008

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

1. Definitions

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position approved by the Health Administration Corporation and whose function is to assist the Director of Pharmacy in the administration of the Department.

"Director of Pharmacy" means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

"Employer" means the Director-General of the Department of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Director-General).

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital, St Vincents (Darlinghurst), Royal North Shore, St George and Concord.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital).

"Group 2 Hospitals" - Newcastle Mater Misericordiae, New Children's Hospital (Westmead), Liverpool, Nepean, Wollongong Hospitals, Blacktown/Mt Druitt, Bankstown/Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" - Coffs Harbour, Wagga Wagga Base, Sutherland, Tamworth Base Hospital, Rozelle, Canterbury, Lismore, Ryde, Hornsby, Fairfield, Dubbo Base.

"Group 4 Hospitals" - Manly, Auburn, Balmain, Sydney, Royal Newcastle, Albury, Wyong, Blue Mountains/Katoomba, Griffith Base, Orange, Bathurst Base, Shellharbour, Shoalhaven, Gladesville/Macquarie, Armidale, Tweed Heads/Murwillumbah,

"Group 5 Hospitals" - Belmont, Cessnock, Maitland, Kurri Kurri, Muswellbrook, Neringah, Royal Ryde Rehabilitation, Royal South Sydney, War Memorial Waverley, Bowral, Cootamundra, Manning River Base, Kempsey, Wauchope, Young, Goulburn Base Hospital, Bulli, Casino, Kyogle, Grafton, Mona Vale, Cowra, Royal Hospital for Women, Parkes/Forbes, Lithgow, Condobolin, Inverell, Moree/Narrabri, Glen Innes.

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

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

"Pharmacist" means a person who is registered as a practicing pharmacist under the *Pharmacy Act 1964*.

A Pharmacist who has after registration not less than three years experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

"Pharmacist Grade 3" means a Pharmacist who is responsible to the Director of Pharmacy or Deputy Director of Pharmacy for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where the hospital employs at least 5 Pharmacists or a Director of Pharmacy Group 5 Hospitals and Deputy Director of Pharmacy Group 3 Hospitals

"Pharmacist Grade 4" Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 5" Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

"Pharmacist Grade 6" Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 7" Director of Pharmacy Group 1 Hospitals.

"Union" means the Health Services Union.

2. Competency Criteria

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or

- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer.; or
- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

3. Salaries

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

4. Conditions of Employment

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

6. Dispute Resolution

The dispute resolution procedure contained in the Health Employees Conditions of Employment (State) Award shall apply.

7. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act*, 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

NOTES -

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

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

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Pharmacists (State) Award published 31 March 2006 (358 I.G. 721) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B

MONETARY RATES

Table 1 - Salaries

Grades	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
PHARMACISTS			
Grade 1-Unregistered	952.30	989.40	1,028.00
GRADE 1			
1st year	1,010.90	1,050.30	1,091.30
2nd year	1,080.10	1,122.20	1,166.00

3rd year	1,154.70	1,199.70	1,246.50
4th year	1,288.00	1,338.20	1,390.40
5th year	1,329.60	1,381.50	1,435.40
GRADE 2			
1st year	1,430.10	1,485.90	1,543.90
2nd year	1,478.00	1,535.60	1,595.50
3rd year	1,519.20	1,578.40	1,640.00
GRADE 3			
Senior Pharmacist Director of Pharmacy-Group 5 Hospital Deputy Director of Pharmacy-Group 3 Hospital			
1st year	1,685.70	1,751.40	1,819.70
2nd year	1,732.40	1,800.00	1,870.20
GRADE 4			
Director of Pharmacy - Group 4 Hospital Deputy Director of Pharmacy-Group 2 Hospital			
1st year	1,732.40	1,800.00	1,870.20
2nd year	1,791.20	1,861.10	1,933.70
GRADE 5			
Director of Pharmacy - Group 3 Hospital Deputy Director of Pharmacy-Group 1 Hospital			
1st year	1,845.80	1,917.80	1,992.60
2nd year	1,892.20	1,966.00	2,042.70
GRADE 6			
Director of Pharmacy - Group 2 Hospital			
1st year	2,027.20	2,106.30	2,188.40
2nd year	2,077.80	2,158.80	2,243.00
GRADE 7			
Director of Pharmacy- Group 1 Hospital			
Group A - 1st year	2,184.60	2,269.80	2,358.30
Group A - 2nd year	2,237.50	2,324.80	2,415.50
Grade 7 (continued)			
Group B - 1st year	2,289.90	2,379.20	2,472.00
Group B - 2nd year	2,342.70	2,434.10	2,529.00
Fellowship Allowance	32.40	33.70	35.00

J. McLEAY, Commissioner

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2094 of 2008)

Before Commissioner McLeay

12 November 2008

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

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

"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 Director-General of the Department of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Director-General).

"Health Service" means an Area Health Service 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 every day 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 Assistant (Orthotic/Prosthetic) Level 1" - Such employees undertake orthotic/prosthetic work of a basic and routine nature under the direction of an orthotist/prosthetist.

"Technical Assistant (Orthotic/Prosthetic) Level 2" - Technical Assistants (Orthotic/Prosthetic) are able to progress to this level subject to meeting the following criteria:

ten years service as a technical Assistant (Orthotic/Prosthetic); and

certification by the employer that the range and quality of the work performed is such as to justify payment on this basis.

"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.

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 varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

6. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, 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. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Technical (State) Award published 14 April 2006 (358 I.G. 942) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

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

Grades	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Electronics Technician			
1st year of service	1,056.70	1,097.90	1,140.70
2nd year of service	1,093.40	1,136.00	1,180.30
3rd year of service	1,130.10	1,174.20	1,220.00
4th year of service	1,201.50	1,248.40	1,297.10
Sole Electronics Technician	1,259.90	1,309.00	1,360.10
Senior Electronics Technician			
1st year of service	1,280.40	1,330.30	1,382.20
2nd year of service	1,300.80	1,351.50	1,404.20
Perfusionist - Grade 1			
1st year	1,288.00	1,338.20	1,390.40
2nd year	1,329.60	1,381.50	1,435.40
Perfusionist - Grade 2			
1st year	1,430.10	1,485.90	1,543.90
2nd year	1,478.00	1,535.60	1,595.50
3rd year	1,519.20	1,578.40	1,640.00
4th year	1,685.70	1,751.40	1,819.70

5th year	1,732.40	1,800.00	1,870.20
6th year	1,791.20	1,861.10	1,933.70
7th year	1,845.80	1,917.80	1,992.60
8th year	1,892.20	1,966.00	2,042.70
Perfusionist - Grade 3			
1st year	2,027.20	2,106.30	2,188.40
2nd year	2,077.80	2,158.80	2,243.00
Perfusionist - Grade 4			
1st year	2,133.70	2,216.90	2,303.40
2nd year	2,184.60	2,269.80	2,358.30
Trainee Visual Aids Officer			
1st year of training	466.90	485.10	504.00
2nd year of training	524.90	545.40	566.70
3rd year of training	573.80	596.20	619.50
4th year of training	629.00	653.50	679.00
5th year of training	691.60	718.60	746.60
Trainee Technical Officer			
1st year of training	464.00	482.10	500.90
2nd year of training	519.70	540.00	561.10
3rd year of training	587.90	610.80	634.60
4th year of training	647.40	672.60	698.80
Technical Officer - Grade 1			
1st year	819.50	851.50	884.70
2nd year	839.30	872.00	906.00
3rd year	858.10	891.60	926.40
4th year	878.70	913.00	948.60
5th year	897.80	932.80	969.20
6th year	931.80	968.10	1,005.90
7th year	961.90	999.40	1,038.40
8th year	988.50	1,027.10	1,067.20
Technical Officer - Grade 2			
1st year	1,056.70	1,097.90	1,140.70
2nd year	1,093.40	1,136.00	1,180.30
3rd year	1,130.10	1,174.20	1,220.00
4th year	1,201.50	1,248.40	1,297.10
Senior Technical Officer			
1st year	1,259.90	1,309.00	1,360.10
2nd year	1,280.40	1,330.30	1,382.20
3rd year and Thereafter	1,300.80	1,351.50	1,404.20
Dialysis Technician			
1st year	981.80	1,020.10	1,059.90
Thereafter	1,011.80	1,051.30	1,092.30
Senior Dialysis Technician			
Grade 1 (Sole Technician)	1,042.90	1,083.60	1,125.90
Grade 2	1,078.50	1,120.60	1,164.30
Visual Aids Officer - General Scale			
1st year	773.80	804.00	835.40
2nd year	814.20	846.00	879.00
3rd year	855.30	888.70	923.40
4th year	874.80	908.90	944.30
5th year	895.20	930.10	966.40
Visual Aids Officer - Grade 1 Medical Artists, RPA, RNSH;(I/C Westmead) (2-I/C POW)	982.10	1,020.40	1,060.20
Visual Aids Officer - Grade 2 Sole Medical Photographer(St.George & Gosford)	1,023.30	1,063.20	1,104.70

Visual Aids Officer - Grade 3			
Chief Medical Photographer - specific hospitals	1,141.70	1,186.20	1,232.50
Visual Aids Officer - Grade 4			
Co-ordinator - Audio Visual Services - RNSH	1,185.10	1,231.30	1,279.30
Director of Audio Visual Services			
Royal Prince Alfred and Westmead	1,379.20	1,433.00	1,488.90
Technical Assistant (Orthotic/Prosthetic)-Level 1			
1st year	751.00	780.30	810.70
2nd Year	766.00	795.90	826.90
3rd Year	783.50	814.10	845.80
Technical Assistant (Orthotic/Prosthetic)-Level 2			
1st Year	819.50	851.50	884.70
2nd Year	839.30	872.00	906.00
3rd Year	858.10	891.60	926.40

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2101 of 2008)

Before Commissioner McLeay

12 November 2008

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

Clause No.	Subject Matter
7.	Anti-Discrimination
9.	Area, Incidence and Duration
3.	Classification Levels
4.	Conditions of Service
1.	Definitions
6.	Dispute Resolution
8.	Leave Reserved
5.	No Extra Claims
2.	Salary Bands

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Classification Levels

1. Definitions

For the purpose of this award -

"Employee" means a person performing duties as set out in the six level classification structure in Table 2- Classification Levels, of Part B, Monetary Rates.

"Employer" means the Director-General of the Department of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Director-General).

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

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

"Service" means service as an employee with the employer both before or after the commencement of this award.

"Union" means the Health Services Union.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or vice versa to obtain an annual rate from a weekly rate.

2. Salary Bands

- (i) Employees shall be paid not less than the minimum salaries shown in Table 1-Salaries, of Part B, Monetary Rates.
- (ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.
- (iii) If a global salary movement to classifications covered by this award causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

3. Classification Levels

Employees shall be graded and perform the duties within a classification level as set out in Table 2-Classification Levels, of Part B, Monetary Rates, and paid within the appropriate salary band as set out in Table 1 - Salaries, of the said Part B.

4. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

6. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

8. Leave Reserved

The parties agree that discussions can continue on a review of the current award, which can include but not be limited to, the efficacy of the current interaction/overlap of salary bands, and ways of managing the movement of employees within such salary bands.

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Managers (State) Award published 10 March 2006 (357 I.G. 1008) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

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

Classification		Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Level 1	From	55,439	57,601	59,847
	To	74,574	77,482	80,504
Level 2	From	72,878	75,720	78,673
	To	86,439	89,810	93,313
Level 3	From	84,743	88,048	91,482
	To	96,607	100,375	104,290
Level 4	From	94,911	98,613	102,459
	To	113,556	117,985	122,586
Level 5	From	111,861	116,224	120,757
	To	125,422	130,313	135,395

Level 6	From	122,764	127,552	132,527
	To	134,312	139,550	144,992

Table 2 - Classification Levels

Level	Title	Description Of Work	Skills and Attributes
One	Health Manager	<p>Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or</p> <p>Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or</p> <p>Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</p> <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.</p> <p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.</p> <p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.</p>	<p>Management:</p> <p>Understanding and commitment to the Health Systems priorities;</p> <p>Capacity to direct all operational facets based on strategic and business plans;</p> <p>Ability to ensure budget targets are met.</p> <p>Capacity to undertake performance appraisal of staff and ability to develop performance measures.</p> <p>Effective communication and interpersonal skills.</p> <p>Support:</p> <p>Assist with the development and implementation of policies, procedures, standards and practices.</p> <p>Able to meet pre-determined targets and deadlines.</p> <p>Ability to be flexible and adapt work practices to suit circumstances.</p>

<p>Two</p>	<p>Health Manager</p>	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <p>Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or</p> <p>Responsible for providing support services for the management of large hospitals which include multiple services and sites; or</p> <p>Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Area Health Services.</p> <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met. Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management:</p> <p>High level of leadership; communication and Interpersonal skills. Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.</p> <p>Proven negotiation and delegation skills.</p> <p>Ability to motivate and co- ordinate staff.</p> <p>Support:</p> <p>Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers. Capacity to design strategic and business objectives.</p> <p>Ability to develop performance measures.</p>
<p>Three</p>	<p>Health Manager</p>	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <p>Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or</p> <p>Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or</p> <p>Responsible for management and in some cases support in human resources and/or financial and/or</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p>Management:</p> <p>Excellent leadership, communication and Interpersonal skills.</p> <p>Highly developed and effective management skills.</p> <p>Ability to develop, monitor and reach predicted outcomes to strategic and business plans.</p>

		<p>administrative and/or clinical services in tertiary teaching hospitals and/or Area Health Services.</p> <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	<p>Highly developed and effective negotiation and delegation skills.</p> <p>Proven capacity to manage multi-disciplinary groups.</p> <p>Support:</p> <p>Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.</p> <p>Highly developed negotiation and delegations skills.</p>
<p>Four</p>	<p>Health Manager</p>	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <p>Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or</p> <p>Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services.</p> <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <p>System-wide view of health care provision and management to improve health outcomes for customers.</p> <p>Excellent strategic planning and policy development skills.</p> <p>Proven management expertise at a senior level.</p> <p>Competent to make complex judgements and take initiatives through delegated responsibilities.</p>

		<p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	
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HEALTH MANAGER LEVEL 5

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Health Service policy

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the area executive

Budget management and responsibility for significant budget amount; or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

- High level of technical expertise
- Provision of high level of expert advice and sound judgement
- Independent decision-making; exercising independent judgement
- Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
- Actively develop strategic partnerships
- (c) Leadership & Management Skills
 - Provide leadership, management and direction
 - Actively contributes to shaping the organisation's strategic plan
 - Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
 - Actively monitors progress towards the achievement of the strategic vision
 - Achieve set objectives
 - Resolve conflict
 - Address and prioritise competing demands
 - Lead and manage organisation change on an area-wide basis
 - Build appropriate organisation values and culture
 - Anticipate problems and develop contingency strategies to meet complex situations
 - Applies intellectual rigour to all aspects of their work
- (d) Personal & Interpersonal Skills
 - Provide specialist advice
 - Lead persuade, motivate and negotiate at senior levels
 - Ability to deal with people at all levels
 - Communicate and liaise effectively at all levels within the organisation
 - Spokesperson for area of responsibility (media, public)
 - Effective community liaison and communication
 - Effectively self-manages
 - Innovative & lateral thinker
 - Flexible & responsive
 - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)

Significant impact on service/hospital achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for area-wide service delivery

HEALTH MANAGER LEVEL 6

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Able to make decisions assessing the 'measured risk'

Scope to use resources to reallocate resources to meet changing business needs prioritisation

Exercise judgement - in broad context

Accountable for policy and delivery of programs

Authorised to commit Health Service to course of action

Develop long-term strategies

Report directly to CEO or Deputy CEO, or Director Health Service Operations

Budget management and responsibility for a very significant and complex budget, or

Responsibility for a complex inter/intra area health service unit

Adherence to the Accounts and Audit Determination for Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)

Manage the resolution of unusual and complex systemic problems

Define business and strategic plans based upon current and future directions

Develop ideas and define action plans and courses of action

Resolve problems in a challenging and dynamic environment

Use of evidence-based decision-making to back up decisions

Demonstrated ability to anticipate and solve problems using innovative and creative solutions

High level of technical expertise

Highly regarded as an authority and provider of sound advice

High level independent decision-making

Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation

Actively develops strategic partnerships

(c) Leadership & Management

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards achievement of the strategic vision

Achieve objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage complex organisational change on an inter/intra area-wide basis

Build appropriate organisation values and culture

Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies

Ability to sell and successfully implement difficult decisions

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide expert advice

Lead, persuade, motivate, negotiate at senior levels

Ability to deal with people at all levels

Spokesperson for area of responsibility (media, public)

Effective communication and community liaison

Effectively self-manages

Innovative and lateral thinker

Flexible and responsive

Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal performance agreement with the CEO (KRAs)

Achievement of overall organisation targets; budget / service delivery / quality programs

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsibility for Area-wide and intra Area service delivery

J. McLEAY, Commissioner

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2097 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4.	Conditions of Service
5.	No Extra Claims
6.	Dispute Resolution
7.	Salary Packaging
8.	Area, Incidence and Duration

PART B

MONETARY RATES

PART C

LIST OF AWARDS

PART A

1. Definitions

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

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

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

Where:

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

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

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

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

"Union" means the Health Services Union and, in relation to Career Medical Officers only, the Health Services Union and the Australian Salaried Medical Officers' Federation (New South Wales).

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

2. Salaries

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

3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 7. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

4. Conditions of Service

- (i) The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award as varied, shall apply to all persons covered by this award.
- (ii) Conditions of employment relevant to a classification(s) identified within an award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

5. No Extra Claims

The Memoranda of Understanding between the employer and the Unions dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Unions.

6. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, shall apply.

7. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award published 24 March 2006 (358 I.G. 363) 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.

(iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B**MONETARY RATES**

Classification	Rate from 1.7.2008 3.9% \$	Rate from 1.7.2009 3.9% \$	Rate from 1.7.2010 3.9% \$
ABORIGINAL HEALTH CO-ORDINATOR			
1st year	82,276	85,485	88,819
2nd year	84,589	87,888	91,316
3rd year	88,043	91,477	95,045
4th year	90,666	94,202	97,876
ABORIGINAL HEALTH EDUCATION OFFICERS			
Non-Graduate			
1st year	774.20	804.40	835.80
2nd year	820.00	852.00	885.20
3rd year	865.00	898.70	933.70
4th year	911.00	946.50	983.40
5th year	954.20	991.40	1,030.10
6th year	999.60	1,038.60	1,079.10
7th year	1,044.40	1,085.10	1,127.40
8th year	1,094.80	1,137.50	1,181.90
9th year	1,140.30	1,184.80	1,231.00
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER			
Non-Graduate			
1st year	1,185.20	1,231.40	1,279.40
2nd year	1,231.10	1,279.10	1,329.00
REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER			
Grade 1	1,291.30	1,341.70	1,394.00
Grade 2	1,331.40	1,383.30	1,437.20
Grade 3	1,371.40	1,424.90	1,480.50
ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE			
1st year	891.70	926.50	962.60
2nd year	935.00	971.50	1,009.40
3rd year	993.30	1,032.00	1,072.20
4th year	1,048.90	1,089.80	1,132.30
5th year	1,110.70	1,154.00	1,199.00
6th year	1,168.10	1,213.70	1,261.00
7th year	1,217.40	1,264.90	1,314.20
8th year	1,265.80	1,315.20	1,366.50
9th year	1,320.50	1,372.00	1,425.50
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:			
10th year	1,387.00	1,441.10	1,497.30
11th year	1,453.70	1,510.40	1,569.30

SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE			
1st year	1,453.20	1,509.90	1,568.80
2nd year	1,513.50	1,572.50	1,633.80
3rd year	1,574.00	1,635.40	1,699.20
ANALYST, CHEMIST, MICROBIOLOGIST, & SCIENTIFIC OFFICER (Transferred Staff of Division of Analytical Laboratories)			
Grade 1			
1st year	48,126	50,003	51,953
2nd year	50,021	51,972	53,999
3rd year	52,811	54,871	57,011
4th year	56,605	58,813	61,107
5th year	60,616	62,980	65,436
6th year	64,211	66,715	69,317
Grade 2			
1st year	67,355	69,982	72,711
2nd year	69,352	72,057	74,867
3rd year	71,467	74,254	77,150
4th year	74,336	77,235	80,247
Grade 3			
1st year	77,434	80,454	83,592
2nd year	79,895	83,011	86,248
3rd year	81,486	84,664	87,966
Grade 4			
1st year	85,452	88,785	92,248
2nd year	88,043	91,477	95,045
3rd year	89,789	93,291	96,929
Grade 5			
1st year	93,313	96,952	100,733
2nd year	96,108	99,856	103,750
PART-TIME GRADUATE ANALYST (P/hour)	31.77	33.01	34.30
BIOMEDICAL ENGINEERS			
Grade 1			
1st year of service	49,660	51,597	53,609
2nd year of service	52,684	54,739	56,874
3rd year of service	56,314	58,510	60,792
4th year of service	60,181	62,528	64,967
5th year of service and thereafter	64,073	66,572	69,168
Grade 2			
1st year of service	68,047	70,701	73,458
2nd year of service	70,242	72,981	75,827
3rd year of service	72,443	75,268	78,203
4th year of service and thereafter	74,630	77,541	80,565
Grade 3			
1st year of service	78,790	81,863	85,056
2nd year of service	81,373	84,547	87,844
3rd year of service	83,970	87,245	90,648
4th year of service and thereafter	86,915	90,305	93,827

Grade 4			
1st year of service	90,786	94,327	98,006
2nd year of service	93,434	97,078	100,864
3rd year of service and thereafter	96,062	99,808	103,701
Grade 5			
1st year of service	100,045	103,947	108,001
2nd year of service and thereafter	101,925	105,900	110,030
Grade 6			
1st year of service	103,825	107,874	112,081
2nd year of service and thereafter	105,745	109,869	114,154
CAREER MEDICAL OFFICERS			
Grade 1			
1st year	95,025	98,731	102,582
2nd year	102,361	106,353	110,501
3rd year	106,843	111,010	115,339
4th year	110,450	114,758	119,234
5th year	114,812	119,290	123,942
Grade 2			
1st year	119,228	123,878	128,709
2nd year	122,934	127,728	132,709
3rd year	130,141	135,216	140,489
4th year	141,591	147,113	152,850
Senior			
1st year	152,458	158,404	164,582
Thereafter	163,623	170,004	176,634
Transitional Grades - only applicable to eligible employees employed on 20.4.2005			
Grade 1	130,141	135,216	140,489
Grade 2	141,591	147,113	152,850
Grade 3	152,458	158,404	164,582
CLERK OF WORKS	64,304	66,812	69,418
CO-ORDINATORS			
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	63,202	65,667	68,228
Group 3 - Moree, Tweed Heads, SW Zone 1,2,&5; Grafton, Armidale, Port Macquarie	67,816	70,461	73,209
Group 5 - Tamworth	74,131	77,022	80,026
Group 6 - Dubbo	77,155	80,164	83,290
ALLOWANCES-CO-ORDINATORS			
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying - Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87			
Future occupants, other than those in AHS, receive the salary for the positions listed above			
Team Leaders Allowance			
In-charge 5 - 10 staff (per week)	33.00	34.30	35.60
In-charge 11 - 25 staff (per week)	55.10	57.20	59.40

In-charge 26 - 40 staff (per week)	77.20	80.20	83.30
In-charge of more than 40 staff (per week)	88.20	91.60	95.20
Area Co-ordinator's Allowance (per week)	121.30	126.00	130.90
DRUG & ALCOHOL COUNSELLORS NON-GRADUATES			
Grade 1			
1st year	40,380	41,955	43,591
2nd year	42,780	44,448	46,181
3rd year	45,126	46,886	48,715
4th year	47,509	49,362	51,287
5th year	49,771	51,712	53,729
Grade 2			
1st year	52,148	54,182	56,295
2nd year	54,473	56,597	58,804
ALLOWANCES - DRUG AND ALCOHOL COUNSELLORS - NON-GRADUATE			
Drug and Alcohol Counsellor-2 years on maximum (per week)	47.70	49.60	51.50
DENTAL ASSISTANTS			
Grade 1			
1st year	42,758	44,426	46,159
2nd year	43,794	45,502	47,277
3rd year	44,775	46,521	48,335
4th year	45,848	47,636	49,494
Grade 2			
1st year	46,846	48,673	50,571
2nd year	48,619	50,515	52,485
3rd year	50,191	52,148	54,182
4th year	51,579	53,591	55,681
Grade 3			
1st year	56,639	58,848	61,143
2nd year	58,717	61,007	63,386
Supervision Allowance			
2-5 staff year (per week)	25.90	26.90	27.90
6-10 staff year (per week)	36.70	38.10	39.60
11-15 staff year (per week)	46.70	48.50	50.40
16-19 staff year (per week)	57.10	59.30	61.60
DENTAL OFFICERS			
Level 1			
1st year	68,209	70,869	73,633
2nd year	78,589	81,654	84,839
3rd year	83,777	87,044	90,439
4th year	88,966	92,436	96,041
Level 2			
1st year	94,156	97,828	101,643
2nd year	99,345	103,219	107,245

Level 3			
1st year	105,001	109,096	113,351
2nd year	108,160	112,378	116,761
3rd year	110,196	114,494	118,959
Level 4			
1st year	125,810	130,717	135,815
2nd year	129,433	134,481	139,726
Dental Officer Management Allowance			
Level 1 (per annum)	5,195	5,398	5,609
Level 2 (per annum)	10,494	10,903	11,328
Area Director Oral Health Clinical Services			
Level 1 (per annum)	138,259	143,651	149,253
Level 2 (per annum)	152,085	158,016	164,179
Level 3 (per annum)	175,195	182,028	189,127
DENTAL SPECIALISTS			
1st year of service	118,873	123,509	128,326
2nd year of service	123,467	128,282	133,285
3rd year of service	128,033	133,026	138,214
4th year of service	132,862	138,044	143,428
5th year of service	137,696	143,066	148,646
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination Dental Staff Specialists Part A, B and C.			
Senior Clinical Specialist	144,421	150,053	155,905
Dental Specialist Management Allowance (per annum)	7,793	8,097	8,413
DENTAL TECHNICIANS			
Trainee			
Stage 1 - (first 6 months)	30,279	31,460	32,687
Stage 2 - (6 months to 1 year)	31,308	32,529	33,798
Stage 3 - (1 year to 18 months)	34,599	35,948	37,350
Stage 4 - (18 months to 2 years)	35,879	37,278	38,732
Level 1			
1st year	46,846	48,673	50,571
2nd year	48,619	50,515	52,485
3rd year	50,191	52,148	54,182
4th year	51,579	53,591	55,681
5th year	55,136	57,286	59,520
Level 2			
1st year	55,136	57,286	59,520
2nd year	57,055	59,280	61,592
Level 3			
1st year	58,968	61,268	63,657
2nd year	62,692	65,137	67,677
Level 4			
1st year	65,740	68,304	70,968
2nd year	66,808	69,414	72,121

Level 5			
1st year	73,457	76,322	79,299
2nd year	76,886	79,885	83,001
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)			
1st year	71,768	74,567	77,475
2nd year	74,343	77,242	80,254
ORAL HEALTH THERAPISTS			
Level 1			
1 st year	47,886	49,754	51,694
2 nd year	49,690	51,628	53,641
3 rd year	52,751	54,808	56,946
4 th year	56,376	58,575	60,859
Level 2			
1 st year	60,266	62,616	65,058
2 nd year	64,089	66,588	69,185
3 rd year	67,208	69,829	72,552
4 th year	69,378	72,084	74,895
Level 3			
1 st year	74,621	77,531	80,555
2 nd year	77,119	80,127	83,252
Level 4			
1 st year	80,974	84,132	87,413
2 nd year	82,998	86,235	89,598
Sole Practitioner Allowance (Oral Health Therapist) (per annum)	5,243	5,447	5,660
DENTAL PROTHETISTS			
Level 1			
1st year	58,968	61,268	63,657
2nd year	62,692	65,137	67,677
Level 2			
1st year	65,740	68,304	70,968
2nd year	66,808	69,414	72,121
Level 3			
1st year	73,457	76,322	79,299
2nd year	76,886	79,885	83,001
Director of Animal Care - Westmead	1771.00	1840.10	1911.90
ENVIRONMENTAL HEALTH OFFICERS			
1 st year	46,543	48,358	50,244
2 nd year	48,779	50,681	52,658
3 rd year	51,806	53,826	55,925
4 th year	54,721	56,855	59,072
5 th year	57,948	60,208	62,556
6 th year	60,949	63,326	65,796
7 th year	63,498	65,974	68,547
8 th year	66,038	68,613	71,289
9 th year	68,906	71,593	74,385
10 th year - Performance Barrier	72,374	75,197	78,130
11 th year - Performance Barrier	75,838	78,796	81,869

<p>In order to progress to Year 10 of the scale, an Environmental Health Officer must have:</p> <p>(i) completed 12 months service at the salary prescribed on the maximum of the scale; and</p> <p>(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.</p> <p>After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.</p>			
SENIOR ENVIRONMENTAL HEALTH OFFICERS			
1st year	78,967	82,047	85,247
2nd year	82,125	85,328	88,656
TRAINEE ENVIRONMENTAL HEALTH OFFICER			
1st year	38,089	39,574	41,117
2nd year	39,493	41,033	42,633
3rd year	40,906	42,501	44,159
4th year	42,312	43,962	45,677
TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS			
Environmental Health Officer - 35 hrs p/wk - 11th year - Performance Barrier	75,838	78,796	81,869
Senior Environmental Health Officer-35 hrs p/week			
1st year	78,967	82,047	85,247
2nd year	82,125	85,328	88,656
HEALTH EDUCATION OFFICERS			
HEALTH EDUCATION OFFICER - NON-GRADUATE			
1st year of service	40,380	41,955	43,591
2nd year of service	42,778	44,446	46,179
3rd year of service	45,125	46,885	48,714
4th year of service	47,509	49,362	51,287
5th year of service	49,770	51,711	53,728
6th year of service	52,143	54,177	56,290
7th year of service	54,471	56,595	58,802
8th year of service	57,120	59,348	61,663
9th year of service & thereafter	59,501	61,822	64,233
HEALTH EDUCATION OFFICER - GRADUATE			
1st year of service	46,543	48,358	50,244
2nd year of service	48,779	50,681	52,658
3rd year of service	51,806	53,826	55,925
4th year of service	54,721	56,855	59,072
5th year of service	57,948	60,208	62,556
6th year of service	60,949	63,326	65,796
7th year of service	63,498	65,974	68,547
8th year of service	66,038	68,613	71,289
9th year of service & thereafter	68,906	71,593	74,385
<p>A Graduate Health Education Officer who:-</p> <p>(i) has completed 12 months service at the salary prescribed on the maximum of the scale;</p> <p>(ii) has demonstrated to the satisfaction of the Employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate</p>			
On Maximum for 12 months	72,374	75,197	78,130

and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.			
On Maximum for further 12 months	75,850	78,808	81,882
PART-TIME HEALTH EDUCATION OFFICER			
Graduate (p/hour)	34.82	36.18	37.59
Non-Graduate (p/hour)	30.01	31.18	32.40
SENIOR HEALTH EDUCATION OFFICER-NON-GRADUATE			
1st year of service	61,846	64,258	66,764
2nd year of service	64,274	66,781	69,385
SENIOR HEALTH EDUCATION OFFICER - GRADUATE			
1st year of service	75,838	78,796	81,869
2nd year of service	78,967	82,047	85,247
3rd year of service	82,125	85,328	88,656
Part-time Ethnic Health Worker (p/hour)	30.01	31.18	32.40
Part-time Ethnic Day Care Co-ordinator (p/hr)	30.34	31.52	32.75
TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86			
Health Education Officer - Non-Graduate			
1st year of service	40,380	41,955	43,591
2nd year of service	42,778	44,446	46,179
3rd year of service	45,125	46,885	48,714
4th year of service	47,509	49,362	51,287
5th year of service	49,770	51,711	53,728
6th year of service	52,143	54,177	56,290
7th year of service	54,471	56,595	58,802
8th year of service	57,120	59,348	61,663
9th year of service & thereafter	59,501	61,822	64,233
Health Education Officer - Graduate			
9th year of service	68,906	71,593	74,385
On Maximum 12 months	72,374	75,197	78,130
On maximum further 12 months	75,850	78,808	81,882
Senior Health Education Officer-Non-Graduate			
2nd year	64,274	66,781	69,385
Senior Health Education Officer-Graduate			
3rd year	82,125	85,328	88,656
HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS			
CHIEF HOSPITAL SCIENTIST			
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an ADA of occupied beds of:			
Less than 200 ADA.			
1st year	1,685.70	1,751.40	1,819.70
2nd year	1,732.40	1,800.00	1,870.20
3rd year and thereafter	1,791.20	1,861.10	1,933.70
If in-charge of other Hospital Scientists or trainees at hospitals having an ADA of occupied beds of:			
Over 200 ADA.			
1st year	1,791.20	1,861.10	1,933.70
2nd year	1,845.80	1,917.80	1,992.60
3rd year and thereafter	1,892.20	1,966.00	2,042.70

ALLOWANCE Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of: Fellowship of A.I.M.T.(p/week)	46.00	47.80	49.70
SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)			
1st year	1,430.10	1,485.90	1,543.90
2nd year	1,478.00	1,535.60	1,595.50
3rd year and thereafter	1,519.20	1,578.40	1,640.00
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)			
1st year	917.90	953.70	990.90
2nd year	952.30	989.40	1,028.00
3rd year	1,010.90	1,050.30	1,091.30
4th year	1,080.10	1,122.20	1,166.00
5th year	1,154.70	1,199.70	1,246.50
6th year	1,228.30	1,276.20	1,326.00
7th year	1,288.00	1,338.20	1,390.40
8th year	1,329.60	1,381.50	1,435.40
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL			
1st year	917.90	953.70	990.90
2nd year	952.30	989.40	1,028.00
3rd year	1,010.90	1,050.30	1,091.30
4th year	1,080.10	1,122.20	1,166.00
5th year	1,154.70	1,199.70	1,246.50
6th year	1,228.30	1,276.20	1,326.00
7th year	1,288.00	1,338.20	1,390.40
8th year	1,329.60	1,381.50	1,435.40
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)			
1st year	917.90	953.70	990.90
2nd year	952.30	989.40	1,028.00
3rd year	1,010.90	1,050.30	1,091.30
4th year	1,080.10	1,122.20	1,166.00
5th year	1,154.70	1,199.70	1,246.50
6th year	1,228.30	1,276.20	1,326.00
7th year	1,288.00	1,338.20	1,390.40
8th year & thereafter	1,329.60	1,381.50	1,435.40
SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)			
1st year	1,430.10	1,485.90	1,543.90
2nd year	1,478.00	1,535.60	1,595.50
3rd year	1,519.20	1,578.40	1,640.00
4th year	1,685.70	1,751.40	1,819.70
5th year	1,732.40	1,800.00	1,870.20
6th year	1,791.20	1,861.10	1,933.70
7th year	1,845.80	1,917.80	1,992.60
8th year & thereafter	1,892.20	1,966.00	2,042.70

ALLOWANCES			
<p>Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualification as are deemed equivalent.</p> <p>Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:</p>			
Senior/Principal H.S. Master of Science (p/wk)	48.90	50.80	52.80
<p>PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)</p>			
1st year	2,027.20	2,106.30	2,188.40
2nd year	2,077.80	2,158.80	2,243.00
3rd year	2,133.70	2,216.90	2,303.40
4th year	2,184.60	2,269.80	2,358.30
5th year	2,237.50	2,324.80	2,415.50
6th year	2,289.90	2,379.20	2,472.00
7th year	2,342.70	2,434.10	2,529.00
8th year	2,396.20	2,489.70	2,586.80
9th year	2,448.30	2,543.80	2,643.00
10th year & thereafter	2,502.40	2,600.00	2,701.40
<p>Provided that a :Principal Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.</p>			
<p>TRAINEE HOSPITAL SCIENTIST</p>			
1st year	496.50	515.90	536.00
2nd year	537.20	558.20	580.00
3rd year	617.90	642.00	667.00
4th year	708.30	735.90	764.60
5th year	796.80	827.90	860.20
6th year	877.50	911.70	947.30
<p>The commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.</p> <p>Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.</p>			
<p>SENIOR HOSPITAL SCIENTIST IN-CHARGE OF SECTION</p>			
1st year	1,430.10	1,485.90	1,543.90
2nd year	1,478.00	1,535.60	1,595.50
3rd year	1,519.20	1,578.40	1,640.00
<p>SENIOR OR CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB</p>			
<p>Less than 200 ADA</p>			
1st year	1,685.70	1,751.40	1,819.70
2nd year	1,732.40	1,800.00	1,870.20
3rd year	1,791.20	1,861.10	1,933.70

More than 200 ADA.			
1st year	1,791.20	1,861.10	1,933.70
2nd year	1,845.80	1,917.80	1,992.60
3rd year	1,892.20	1,966.00	2,042.70
TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)			
HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory			
5th year	1,154.70	1,199.70	1,246.50
6th year	1,228.30	1,276.20	1,326.00
7th year	1,288.00	1,338.20	1,390.40
8th year & thereafter	1,329.60	1,381.50	1,435.40
SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory			
1 st year	74,624	77,534	80,558
2nd year	77,120	80,128	83,253
3rd year	79,280	82,372	85,585
4th year	87,959	91,389	94,953
5th year	90,400	93,926	97,589
6th year	93,450	97,095	100,882
7th year	96,301	100,057	103,959
8th year & thereafter	98,735	102,586	106,587
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) Oliver Latham Laboratory			
3rd year	2,133.70	2,216.90	2,303.40
4th year	2,184.60	2,269.80	2,358.30
5th year	2,237.50	2,324.80	2,415.50
6th year	2,289.90	2,379.20	2,472.00
7th year	2,342.70	2,434.10	2,529.00
8th year	2,396.20	2,489.70	2,586.80
9th year	2,448.30	2,543.80	2,643.00
10th year & thereafter	2,502.40	2,600.00	2,701.40
HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.			
8th year	1,329.60	1,381.50	1,435.40
SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.			
1st year	1,430.10	1,485.90	1,543.90
2nd year	1,478.00	1,535.60	1,595.50
3rd year	1,519.20	1,578.40	1,640.00
4th year	1,685.70	1,751.40	1,819.70
5th year	1,732.40	1,800.00	1,870.20
6th year	1,791.20	1,861.10	1,933.70
7th year	1,845.80	1,917.80	1,992.60
8th year & thereafter	1,892.20	1,966.00	2,042.70
LIBRARY STAFF			
Librarian-Grade 1			
Year 1	48,126	50,003	51,953
Year 2	50,923	52,909	54,972
Year 3	53,804	55,902	58,082
Year 4	57,155	59,384	61,700
Year 5	60,025	62,366	64,798
Year 6	62,878	65,330	67,878

Librarian-Grade 2			
Year 1	65,515	68,070	70,725
Year 2	68,083	70,738	73,497
Year 3	71,467	74,254	77,150
Year 4	74,336	77,235	80,247
Librarian-Grade 3			
Year 1	78,245	81,297	84,468
Year 2	80,662	83,808	87,077
Year 3	83,830	87,099	90,496
Year 4	87,178	90,578	94,111
Librarian-Grade 4			
Year 1	89,789	93,291	96,929
Year 2	92,432	96,037	99,782
Year 3	95,161	98,872	102,728
Year 4	98,126	101,953	105,929
Library Assistant			
Year 1	37,642	39,110	40,635
Year 2	39,947	41,505	43,124
Year 3	42,450	44,106	45,826
Year 4	45,615	47,394	49,242
Year 5	47,299	49,144	51,061
Library Technician - Grade 1			
Year 1	48,126	50,003	51,953
Year 2	50,923	52,909	54,972
Year 3	53,804	55,902	58,082
Year 4	57,155	59,384	61,700
MEDICAL OFFICERS			
INTERN	51,894	53,918	56,021
RESIDENT			
1st year	60,827	63,199	65,664
2nd year	66,902	69,511	72,222
3rd year	75,775	78,730	81,800
4th year	82,261	85,469	88,802
REGISTRAR			
1st year	75,775	78,730	81,800
2nd year	82,261	85,469	88,802
3rd year	88,773	92,235	95,832
4th year	95,025	98,731	102,582
SENIOR REGISTRAR	106,843	111,010	115,339
For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:			
$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$			
and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6			

ALLOWANCES			
Higher Medical Qualification Allowance (p/wk)	44.84	46.59	48.41
The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.			
The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.			
Higher medical Qualification after 5 years (p/wk)	22.42	23.29	24.20
The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.			
PART-TIME MEDICAL OFFICERS			
(These rates are from Agreement No. 1 of 1975 and are applicable to part time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part time employment.)			
Less than 3 yrs post-graduate experience (p/hr)	43.90	45.60	47.40
More that 3 yrs post-graduate experience (p/hr)	51.20	53.20	55.30
More that 6 yrs post-graduate experience (p/hr)	62.00	64.40	66.90
Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.			
Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%			
Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.			
Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%			
TRANSFERRED MEDICAL OFFICERS			
Less than 6 yrs post-graduate experience (p/hr)	49.90	51.80	53.80
6 to less than 10 yrs post graduate exper. (p/hr)	71.90	74.70	77.60
10 yrs or more post-graduate experience (p/hr)	78.50	81.60	84.80
Possess Dip. of Psychological Medical (p/hr)	73.80	76.70	79.70
Dip. of Psychological Medical more than 2 yrs (p/hr)	78.50	81.60	84.80
Medical Officer-5th Schedule - 10th year	112,382	116,765	121,319
Community Physician	141,212	146,719	152,441
MEDICAL RECORDS ADMINISTRATOR			
1 st year	46,006	47,800	49,664
2 nd year	47,873	49,740	51,680
3 rd year	50,397	52,362	54,404
4 th year	52,716	54,772	56,908
5 th year	55,104	57,253	59,486
6 th year	57,791	60,045	62,387
7 th year & thereafter	60,233	62,582	65,023
RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION	64,211	66,715	69,317
MEDICAL RECORDS MANAGER			
Grade 1	66,180	68,761	71,443
Grade 2	68,491	71,162	73,937
Grade 3	71,155	73,930	76,813
Grade 4	76,803	79,798	82,910
Grade 5	79,482	82,582	85,803
Grade 6	82,324	85,535	88,871

Grade 7	85,369	88,698	92,157
Grade 8	91,916	95,501	99,226
COUNTRY REGIONS	79,482	82,582	85,803
MEDICAL SUPERINTENDENTS			
CHIEF EXECUTIVE OFFICER			
Level 1	177,890	184,828	192,036
- 16% Clinical Loading	28,462	29,572	30,726
Level 2	169,518	176,129	182,998
- 16% Clinical Loading	27,123	28,181	29,280
Level 3	161,142	167,427	173,957
- 16% Clinical Loading	25,783	26,788	27,833
Level 4	130,478	135,567	140,854
- 16% Clinical Loading	20,876	21,691	22,537
Level 5	119,317	123,970	128,805
- 16% Clinical Loading	19,091	19,835	20,609
MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER			
Level 1	169,518	176,129	182,998
- 16% Clinical Loading	27,123	28,181	29,280
Level 2	161,142	167,427	173,957
- 16% Clinical Loading	25,783	26,788	27,833
Level 3	149,991	155,841	161,919
- 16% Clinical Loading	23,999	24,935	25,907
Level 4	119,317	123,970	128,805
- 16% Clinical Loading	19,091	19,835	20,609
Level 5	113,737	118,173	122,782
- 16% Clinical Loading	18,198	18,908	19,645
DEPUTY MEDICAL SUPERINTENDENT			
Level 1	149,991	155,841	161,919
- 16% Clinical Loading	23,999	24,935	25,907
Level 2	130,478	135,567	140,854
- 16% Clinical Loading	20,876	21,691	22,537
Level 3	119,317	123,970	128,805
ASSISTANT MEDICAL SUPERINTENDENT			
Level 1			
- 1st year	124,903	129,774	134,835
- 16% Clinical Loading	19,984	20,764	21,574
- 2nd year	130,478	135,567	140,854
- 16% Clinical Loading	20,876	21,691	22,537
Level 2			
- 1st year	113,737	118,173	122,782
- 16% Clinical Loading	18,198	18,908	19,645
- 2nd year	119,317	123,970	128,805
- 16% Clinical Loading	19,091	19,835	20,609
Level 3			
- 1st year	108,175	112,394	116,777
- 16% Clinical Loading	17,308	17,983	18,684
- 2nd year	113,737	118,173	122,782
- 16% Clinical Loading	18,198	18,908	19,645

Level 4			
- 1st year	97,011	100,794	104,725
- 16% Clinical Loading	15,522	16,127	16,756
- 2nd year	102,593	106,594	110,751
- 16% Clinical Loading	16,415	17,055	17,720
CLINICAL SUPERINTENDENT			
Level 1			
- 1st year	113,737	118,173	122,782
- 16% Clinical Loading	18,198	18,908	19,645
- 2nd year	119,317	123,970	128,805
- 16% Clinical Loading	19,091	19,835	20,609
Level 2			
- 1st year	108,175	112,394	116,777
- 16% Clinical Loading	17,308	17,983	18,684
- 2nd year	113,737	118,173	122,782
- 16% Clinical Loading	18,198	18,908	19,645
ALLOWANCES			
16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base award salary as varied from time to time with respect to their clinical work performed as part of their function.			
The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.			
Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (p/week)	40.17	41.74	43.37
Diploma Hospital Admin. issued AIHA (p/week)	23.66	24.58	25.54
Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration (p/week)	23.66	24.58	25.54
Hospitals are graded at level indicated below:			
Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital			
Level 2 - St. Vincents Hospital, Darlinghurst, St George Hospital, Royal Alexandra Hospital for Children.			
Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.			
Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St Margaret's Hospital for Women Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group Macleay Valley Group.			

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital - Auburn St. Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital Rachel Forster Hospital			
Medical Superintendent-Personal-Dr. Hensen	173,270	180,028	187,049
MEDICAL ADMINISTRATION TRAINING SCHEME			
1st year	92,154	95,748	99,482
2nd year	97,011	100,794	104,725
3rd year	108,175	112,394	116,777
4th year	113,737	118,173	122,782
5th year	119,317	123,970	128,805
6th year	124,903	129,774	134,835
7th year	130,478	135,567	140,854
Exception of Annual Leave & Clinical Loading Annual Leave entitlement is 4 weeks No Clinical Loading is payable.			
MUSIC THERAPIST - UNQUALIFIED			
1st year (p/hour)	22.28	23.15	24.05
2nd year (p/hour)	22.77	23.66	24.58
3rd year & thereafter (p/hour)	23.22	24.13	25.07
NURSE COUNSELLORS			
Non-Graduate			
1st year of service	42,142	43,786	45,494
2nd year of service	44,132	45,853	47,641
3rd year of service	46,668	48,488	50,379
4th year of service	49,012	50,923	52,909
5th year of service	51,524	53,533	55,621
Graduate			
1st year of service	46,976	48,808	50,712
2nd year of service	49,231	51,151	53,146
3rd year of service	52,318	54,358	56,478
4th year of service	55,101	57,250	59,483
5th year of service	58,380	60,657	63,023
6th year of service	61,015	63,395	65,867
7th year of service	63,512	65,989	68,563
8th year of service	65,736	68,300	70,964
9th year of service	68,923	71,611	74,404
PROJECT MANAGER			
Grade 1			
1st year	72,177	74,992	77,917
2nd year	74,132	77,023	80,027
Grade 2			
1st year	77,156	80,165	83,291
2nd year	79,480	82,580	85,801

Grade 3			
1st year	82,184	85,389	88,719
2nd year	84,490	87,785	91,209
Grade 4			
1st year	87,563	90,978	94,526
2nd year	89,894	93,400	97,043
REMEDIAL GYMNAST (QUALIFIED)			
1st year	781.60	812.10	843.80
2nd year	805.50	836.90	869.50
3rd year	853.20	886.50	921.10
4th year	897.80	932.80	969.20
5th year	943.70	980.50	1,018.70
6th year & thereafter	989.20	1,027.80	1,067.90
SESSIONAL RATES			
Music Therapist (per session*)	171.50	178.10	185.10
Occupational Therapist (per session*)	171.50	178.10	185.10
Orthoptist (per session*)	171.50	178.10	185.10
Physiotherapist (per session*)	171.50	178.10	185.10
Podiatrist (per session*)	171.50	178.10	185.10
Speech Pathologist (per session*)	171.50	178.10	185.10
* Session = 3½ hours			
Audiometrist (p/hour)	111.70	116.10	120.60
SEXUAL ASSAULT WORKERS - NON-GRADUATE			
Grade 1			
1st year	40,376	41,951	43,587
2nd year	42,780	44,448	46,181
3rd year	45,125	46,885	48,714
4th year	47,508	49,361	51,286
5th year	49,768	51,709	53,726
Grade 2			
1st year	52,143	54,177	56,290
2nd year	54,467	56,591	58,798
SOCIAL EDUCATORS			
1st year	48,779	50,681	52,658
2nd year	51,806	53,826	55,925
3rd year	54,721	56,855	59,072
4th year	57,947	60,207	62,555
5th year	60,949	63,326	65,796
6th year	63,498	65,974	68,547
7th year	66,039	68,615	71,291
8th year & thereafter	68,906	71,593	74,385
PROGRAM DIRECTOR			
1st year	87,756	91,178	94,734
2nd year	89,789	93,291	96,929
WELFARE OFFICERS - NON-GRADUATE			
Grade 1			
1st year	40,376	41,951	43,587
2nd year	42,780	44,448	46,181
3rd year	45,125	46,885	48,714

4th year	47,508	49,361	51,286
5th year	49,768	51,709	53,726
Grade 2			
1st year	52,143	54,177	56,290
2nd year & thereafter	54,467	56,591	58,798
ALLOWANCE			
Welfare Officer - Non-Graduate 2 years on maximum (per week)	50.80	52.80	54.90

PART C

LIST OF AWARDS

Public Hospitals (Medical Superintendents) Award
 Public Hospitals (Career Medical Officers) (State) Award
 Public Hospital (Medical Officers) Award
 Hospital Scientists (State) Award
 Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award
 Public Hospitals Librarians (State) Award
 Public Hospital Medical Record Librarians Award
 Public Hospital Dental Assistants (State) Award

Health Employees Oral Health Therapists (State) Award
 Health Employees Dental Officers (State) Award
 Health Employees Dental Prosthetists and Dental Technicians (State) Award

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

HOSPITAL SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2111 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD**PART A**

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Grading Employees
4.	Hours
5.	Shift Work and Weekend Work
6.	Rostering Hours
7.	On-Call
8.	Permanent Part-Time and Part-Time Employees
9.	Overtime
10.	Meals
11.	Higher Duties
12.	Public holidays
13.	Annual Leave
14.	Long Service Leave
15.	Sick Leave
16.	Payment and Particulars of Salary
17.	Termination of Employment
18.	Accommodation and Amenities
19.	Inspection of Lockers of Employees
20.	Uniform and Laundry Allowance
21.	Climatic and Isolation Allowance
22.	Notice Boards
23.	Union Representative
24.	Exemptions
25.	Blood Counts
26.	Settlement of Disputes
27.	Anti-Discrimination
28.	Travelling Allowance
29.	General Conditions
30.	Promotions and Appointments
31.	Board and Lodgings
32.	Maternity, Adoption & Parental Leave
33.	Redundancy-Managing Displaced Employees
34.	Family and Community Services Leave and Personal/Carer's Leave
35.	Mobility, Excess Fares and Travelling
36.	Labour Flexibility
37.	Salary Packaging
38.	Reasonable Hours
39.	Salary Sacrifice to Superannuation

40. Area, Incidence and Duration

PART B

Table 1 - Allowances

1. Definitions

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

"ADA" means the daily average of occupied beds adjusted by counting each 700 registered outpatients as one occupied bed. The average shall be taken for the twelve months for the year ending 30 June in each and every year and such average shall relate to the salary for the succeeding year.

"Day Worker" means a worker who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and before 10 am otherwise than as part of a shift system.

"Director/Deputy Director" means an employee appointed as Head of a Department or as second in-charge of a Department, provided that such a position is approved as such by the employer.

"Director of Public Employment" means the position of that name established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Director-General" means the Director-General of the Department of Health.

"Employee" means a Hospital Scientist, Senior Hospital Scientist, Principal Hospital Scientist, or Trainee Hospital Scientist as defined.

"Employer" means the Director-General exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).

"Health Service" means an Area Health Service 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 under s.15 of the *Health Services Act 1997*

"Hospital Scientist" means an employee who has acquired the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1974) or who has obtained a degree in science from an approved university or college of advanced education requiring a minimum of three years full-time study or such qualifications as the employer deems equivalent.

"Principal Hospital Scientist" means a Hospital Scientist who has been appointed as such and holds a post graduate degree in science at least equivalent to the degree of Master of Science of an approved university, or such other qualifications deemed by the employer to be equivalent and who has had not less than ten years post graduate experience in an appropriate scientific field.

"Senior Hospital Scientist" means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the employer to be appropriate who -

- (a) has been appointed to a position in charge of a section of a laboratory; or
- (b) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

"Senior or Chief Hospital Scientist" means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved

University or a college of advanced education or such other qualifications deemed by the employer to be appropriate who -

- (a) has been appointed to a position in charge of a laboratory; or
- (b) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

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

"Service" means service before and/or after the commencement of this award in any one or more hospitals as defined under s.15 of the *Health Services Act 1997*, or any other hospital deemed acceptable by the employer.

"Trainee Hospital Scientist" means an employee appointed as such who is undertaking a part-time degree course in science at an approved University or a College of Advanced Education and is engaged in work related to the profession for which he or she is qualifying.

"Union" means the Health Services Union.

2. Salaries

Salaries for Hospital Scientists, as defined herein, shall be as set out in the Health Professional and Medical Salaries (State) Award.

3. Grading of Employees

- (i) Grades: Every employee other than Trainee Hospital Scientist shall be classified in one of the grades of Hospital Scientist, Chief/Senior Hospital Scientist, or Principal Hospital Scientist as provided hereunder.
- (ii) Years of Scale-
 - (a) Within each grade employees shall, at all times be classified not lower than the year of scale corresponding to the minimum described hereunder for their respective qualifications and/or duties advanced by:
 - (1) At least one year of scale for each completed year of service in that grade and hospital; and
 - (2) At least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.
 - (b) In determining an employee's classification due allowance also shall be made for any post graduate experience.
- (iii) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.

Bachelor's Degree (3 year course) - 1st year;

Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year.

Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years experience concurrent with or after the last two years of the course, - 3rd year.

Master's Degree - 4th year;

Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the employee is engaged.

- (iv) Credentials Committee. A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or the relevant Health Service.
 - (a) The appointment of a new employee as a Senior Hospital Scientist (other than a Senior Hospital Scientist in charge of a laboratory or a section of a laboratory), or a Principal Hospital Scientist.
 - (b) The promotion of an employee from Hospital Scientist to Senior Hospital Scientist.
 - (c) The promotion of an employee from Senior Hospital Scientist to Principal Hospital Scientist.

4. 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 from Monday to Friday inclusive and to commence on such days at or after 6 am and before 10 am.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (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 days off duty shall be consecutive.
- (iv)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 days each employee shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30th June, 1984, working shifts of less than eight hours duration may:
 - (1) continue to work their existing hours each 28 days but spread over 19 days, or
 - (2) with the agreement of the hospital, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regards to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) 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 is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the employer and the Union agree that exceptional circumstances exist in a particular Health Service, an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the

agreement of the employee concerned, accumulate and be taken at a time mutually agreed between the employee and the employer. Provided that the maximum number of days off duty which may accumulate under this subclause shall be three.

- (viii) There shall be no accrual of 0.4 of an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 13, Annual Leave, of this award. However where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.

Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.

- (ix) An employee 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 an employee's allocated day off duty falls during a period of sick leave the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 12 - Public Holidays of this award, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at the ordinary rates of pay.
- (xiii) There shall be one tea break of twenty minutes duration. This is additional to the meal break provided for in subclause (xii) of this Clause.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

5. Shift Work and Weekend Work

- (i) Subject to the provisions of this clause, employees may be employed on shift work.
- (ii) The ordinary hours of shift workers shall be worked on not more than five days per week and shall not exceed 152 hours per 28 calendar days.
- (iii) As far as practicable, no employee shall be obliged to work shift work against his/her wishes.
- (iv) Senior Hospital Scientists and Principal Hospital Scientists shall not be required to work shift work against their wishes.
- (v) Before shift work is introduced into any section or department of a Health Service, the proposals relating thereto shall be conveyed to the Union and an opportunity given to discuss such proposals with representatives of the Health Service concerned and the employer.
- (vi) Any disputes arising out of the introduction of new shift systems shall be referred to a committee consisting not more than six members with equal representatives of the employer and the Union.

In the event of no unanimous decision being arrived at, the matter in dispute may be notified to the Industrial Registrar for the consideration of the Public Health Employees (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

- (vii) Work performed by shift workers working during ordinary hours shall be paid at the following rates:

- (a) on Mondays to Fridays between 8:30 am and 9:00 pm at ordinary time rate of pay.
- (b) On Mondays to Fridays before 8:30 am and after 9:00 pm at the rate of time and a half.
- (c) On Saturdays at the rate of time and a half.
- (d) On Sundays at the rate of time and three quarters.

Provided that a part-time employee shall not be entitled to be paid in addition the loading prescribed in subclause (ii) of Part 2 of Clause 8, Part-Time Employees, of this award.

Provided further that positions which prior to 31 August 1988 were covered under the terms of the Hospital Employees Conditions of Employment (State) Award shall continue to be paid in accordance with provisions of Penalty Rates for Shift Work, Weekend Work and Special Working Conditions, of that Award. Further provided that the provisions of subclauses (iii) and (iv) shall not apply to these positions.

6. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. 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 employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further that a roster may be altered at any time to enable the services of the Health Service to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been his/her day off such time worked shall, subject to subclause (vi) of clause 4, Hours, be paid for at overtime rates. Furthermore, where a change in roster hours occurs with less than 24 hours notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with Clause 4, Hours, of this Award, that allocated day off duty is to be shown on the roster of hours for that employee.

7. On-Call

An employee required by the employer to be on call in any one 24 hour period shall be paid an allowance as set out in Item 1 of table 1, Allowances, for that period or any part thereof, provided that only one allowance shall be paid in any period of 24 hours.

Provided that an on-call roster shall not be introduced by a Health Service without the approval of the employer. Principal Hospital Scientists are excluded from the provisions of this clause.

Provided that this clause shall not apply to positions covered by the Public Hospital Medical Technologists (State) Award, prior to 31 August 1988.

8. Permanent Part-Time and Part-Time Employees

Part 1 - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification.

- (iii) Persons employed on a permanent part-time basis may be employed for not less than two (2) or more than thirty two (32) hours in any full week of seven days, such week to be coincidental with the pay period. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 - Part-Time Employees

- (i) Employees engaged as part-time employees on or before 1 November 2001 are entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause.
- (ii) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than thirty hours in any full week of seven days, such week to be coincidental with the pay period of each hospital respectively, 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.
- (iii) In an emergency part-time employees may be allowed to work more than thirty hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (ii) of Part 2 of this Clause.
- (iv) With respect to employees employed as part-time workers the provisions of Clause 4 - Hours, sub-clauses (iv) to (xi) of this award shall not apply.
- (v) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vii) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, of this award, except where provided in subclauses (v) and (vi) of Part 2 of this clause, shall not apply.

9. Overtime

- (i) All time worked by day workers and shift workers in excess of or outside the ordinary hours prescribed by Clause 4, Hours, and Clause 5, Shift Work and Weekend Work of this Award, respectively, shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that all time worked on Sundays shall be paid for at double time; provided further that all overtime worked on public holidays shall be paid for at the rate of double time and one half.

- (ii) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (viii) An employee recalled to work overtime as prescribed by this subclause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place or work.

Provided further that where an employee elects to use his/her own mode of transport he/she shall be paid an allowance equivalent to the "Transport Allowance" specified by the Director of Public Employment at the rate in force from time to time.

- (ix) When overtime is necessary it shall wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

For the purposes of assessing overtime each day shall stand alone, provided however, that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

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

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

- (xi) When an employee 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 employer's premises to the employee's home with a maximum payment of one (1) hour.

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

- (xii) The provisions of this clause shall not apply to Principal Hospital Scientists.

10. Meals

- (i) An employee who works authorised overtime shall be paid in addition for such overtime -
- (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6:00 am;
 - (b) as set out in Item 2 of Table 1, for luncheons when such overtime extends beyond 2:00 pm on Saturdays, Sundays or holidays;
 - (c) as set out in Item 2 of the said Table 1, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly or after 7:00 pm;
- or shall be provided with adequate meals in lieu of payment.
- (ii) The value of payments for meals shall be varied as the equivalent rates are from time to time varied in the New South Wales Public Service.
- (iii) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (iv) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (v) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break.

11. Higher Duties

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification

12. Public Holidays

- (i) Public Holidays shall be allowed to employees on full pay.
- (ii) Where an employee is required to and does work on any of the holidays set out in subclause (iii) of this clause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the weekly rate prescribed by clause 2 - Salaries of this award, such payment in the case of shift workers to be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday:

Provided that if the employer and the employee so agree, an employee may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (iii) For the purpose of this clause, the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day, and other days proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (iv) Where a public holiday occurs on a shift worker's rostered day off, he/she shall be paid one day's pay in addition to the weekly rate, or if the employer and the employee so agree, have one day added to his period of annual leave.
- (v) Subclauses (i) and (ii) of this clause shall not apply to part-time employee of this award but each such employee who is required to work on a public holiday as defined in subclause (iii) of this clause shall be paid at the rate of double time and one-half but such employee shall not be entitled to be paid in addition the loading of 15 per cent prescribed in subclause (i) of clause 8 - Part-Time Employees, of this award.
- (vi) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Public Holidays" of that award shall apply.
- (vii) In addition to those public holidays specified in subclause (iii), employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday 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 subclause (iii) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays specified in the said subclause are proclaimed and observed as half public holidays.

Provided further that in areas where in each year only one half day in addition to the ten named public holidays specified in subclause (iii) 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 otherwise would, as a result of this subclause apply, will be observed.

13. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Annual leave on full pay shall be granted on completion of each twelve months service as follows:
 - (a) Principal Hospital Scientists - 5 weeks.
 - (b) All other employees - 4 weeks.
- (iii)
 - (a) This subclause does not apply to part-time employees.
 - (b) Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during the qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) If 35 ordinary shifts on such days have been worked - one week.

- (2) If less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours leave for 35 such shifts worked.
- (3) If less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked.

The calculations referred to above shall be made to the nearest one fifth of the ordinary hours worked, half or more than half of one fifth being regarded as one fifth and less than half being disregarded.

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

- (c) Provided further that on termination of employment, employees shall be entitled to payment for any untaken leave due under this subclause together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (iv) The annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holidays accrues; provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent of the employee, be postponed for a period not exceeding 18 months.
- (v) The employer shall give to each employee three months notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (vi) An employee who is normally employed to work shifts shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he/she had not been on annual leave, provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of Clause 12, Public Holidays, of this award.
- (vii) Credit of time towards an allocated day off duty shall not accrue when an employee is absent on ordinary annual leave in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 4, Hours, of this award shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclause (ii) of Clause 12, Public Holidays, of this award.
- (viii) Employees shall be entitled to an annual leave loading of 17.5 per centum, or shift penalties as set out in subclause (vi) of this clause, whichever is the greater.

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

14. 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 will be determined in accordance with the provisions of NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time..

- (b) Broken periods of service with the employer in one or more hospitals shall count as service.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
- (2) any period of part-time service, except permanent part-time service, as provided for in subclause (ix).

- (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 elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive 2006_096 Staff Mobility, 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) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 8, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act, 1955*, and/or Determination under the *Health Services Act 1997*.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (b) An employee employed -
- (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

15. Sick Leave

- (i) Full-time employees - a full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service, less any sick leave on full pay already taken subject to the following conditions.
- (a) All periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer, provided such approval shall not be unreasonably withheld; provided however, that the employer may dispense with the requirement of the medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as to not warrant such requirements.
 - (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (c) An employee shall not be entitled to sick leave until after three months continuous service.
 - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this award.
 - (e) Employees who are employed at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such a date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
 - (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under sub-clause (ii) (a) of Clause 14, Long Service Leave, of this award, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
 - (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration for the absence.

Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.

- (ii) Part-time employees - A part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of the employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or worker's compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as worker's compensation and full pay. The employee's sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) For the purpose of determining a full-time employee's sick leave credit as at the 1st July, 1984, sick leave entitlement shall be proportioned on the basis of 76/80.

16. Payment and Particulars of Salary

- (i) Salaries shall be paid weekly or 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 except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited by the employer in sufficient time to ensure that salaries are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the salaries of such employees are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their days off.

- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, any employee who was given or who has been given notice of termination of employment in accordance with clause 17, Termination of Employment, of this award, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his or her services are terminated without notice in accordance with clause 17, Termination of Employment, of this award, any moneys due to him or her shall be paid as soon as possible after such dismissal or termination, but in any case, not more than three days thereafter.
- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement in writing containing the following particulars, namely: name, the amount of ordinary salary, the total hours of overtime worked, if any, other monies paid, and the purpose for which they are paid and the amount of deductions made from the total earnings and the nature thereof.
- (v) Where the retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) 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.

17. Termination of Employment

- (i) During the first three months of employment, employment shall be from week to week. After three months continuous service, employment may be terminated only by twenty eight days notice given either by the employer or the employee at any time during the week or by payment or forfeiture of twenty eight 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.
- (ii) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.
- (iii) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Termination of Employment", subclause (ii), of that award, shall apply.

18. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1st January, 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:
Sanitary conveniences -
 - (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees of each sex.

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

Washing and Bathing Facilities

- (a) Washing provision by way of basins of suitable impervious material with taps set at 600mm centres with hot and cold water supplied, in proportion of one hot tap and one cold tap for each fifteen employees or part of 15 employees of each sex. Space in front of the wash points shall not be less than 900mm.
- (b) Showers spaced at not less than 900mm and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every twenty persons or part of twenty persons of each sex ceasing work at any one time.

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

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

Change Rooms and Lockers

- (a) Properly constructed and ventilated change rooms equipped with a vented steel locker, at least 300mm wide by 450mm deep and 1800mm high for each employee.
- (b) Floor area not less than 0.56 sq. m. per employee to be accommodated.
- (c) Space between lockers - set up facing one another and not less than 1.5 metres. Traffic ways not less than one metre wide.
- (d) Sufficient seating not less than 260mm wide by 380mm high should be provided.
- (e) Lockers should be set up with at least 150mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys provided.

Dining Room

- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1.0 sq. m. per employee using the meal room at any one time.
- (b) Tables not more than 1.8 m. long, spaced 1.2 m. apart, allowing 0.6 m. of table space per person.
- (c) Chairs or other seating with back rests. Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.

Rest Room

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

- (iv) The above standards shall be the minimum to be included in working drawings approved after 1st December 1976, for new hospitals.

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

19. Inspection of Lockers of Employees

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

20. Uniform and Laundry Allowance

- (i) Subject to clause (iii) of this clause, sufficient suitable and serviceable uniforms shall be supplied free of cost to each employee required to wear a uniform provided that an employee to whom a new uniform or part of a uniform has been supplied by the employer who, without good reason, fails to return the corresponding article last supplied to him or her, shall not be entitled to have such article replaced without payment thereof at a reasonable price.
- (ii) An employee, on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee an amount per week as set in Item 3 of Table 1, Allowances.
- (iv) If at any hospital the uniform of the employee is not laundered at the expense of the employer, an allowance per week as set in Item 3 of the said Table 1, shall be paid to such employee.
- (v) Each employee whose duties require him/her to work in a hazardous situation shall be supplied with the appropriate protective clothing and equipment.
- (vi) The allowances referred to in subclauses (iii) and (iv) are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.

21. Climatic and Isolation Allowance

- (i) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause but not including places as specified in subclause (ii) of this clause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell, and Bonshaw.
- (ii) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River at Swan Hill (Victoria) and thence to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed in this clause shall be regarded as part of the salary for the purpose of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) A part-time employee shall be entitled to the allowances prescribed in this clause in the same proportion as average hours worked each week bears to 38 ordinary hours.

22. Notice Boards

The hospital shall permit notice boards of reasonable dimensions to be erected in a prominent position upon which the representative of the Union shall be permitted to post Union Notices.

23. Union Representatives

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

24. Exemptions

This award shall not apply to members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be in the third schedule to the *Health Services Act 1997*.

25. Blood Counts

Every employee who works in close proximity to diagnostic and/or therapeutic X-Ray equipment or any other form of radio-active equipment or substance shall have a blood count carried out free of charge, by the employer at least once in every period of three months including any such period of work.

26. 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 to have the matter 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 Director-General and the Head office of the Union. The dispute will 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 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 the committee consisting of not more than six (6) members, with equal representatives of the Union and the Director-General. 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 to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act, 1996*.

27. Anti-Discrimination

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

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

NOTES

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

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

28. Travelling Allowance

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance based on the casual user rates prescribed by the Director of Public Employment, from time to time, for the difference between the distance to his/her normal place of employment and distance to the seconding hospital.
- (ii) An employee who with the approval of the employer, uses on official business a motor vehicle primarily for other than official business, shall be paid the above mentioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the employer, be required to use his/her private vehicle on official business on at least fifty days during any period of twelve months and during that period, aggregate at least 850 kilometres of official running, he shall be paid the official business rate prescribed by Director of Public Employment, at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business -
 - (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than normal place of employment he/she shall be paid the difference between the distance to his/her normal place of employment or seconding hospital and that other clinic, annexe or hospital.
 - (b) shall include other arrangements as agreed to between the employer and the Union from time to time.

- (c) does not include "call backs".
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

29. General Conditions

An employee required to answer emergency phone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.

Provided that, where an employee is required to answer out of hours telephone calls on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.

30. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee or its chairman or the Industrial Relations Commission of New South Wales for determination of the dispute.

31. Board and Lodging

- (i) Where an employee lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award.
- (ii) Where individual meals only are provided, the employee may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award.
- (iii) No deductions shall be made from the salary of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

32. 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*.

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave**(i) Eligibility**

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

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

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

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

(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 anytime within the 52 week period and shall be paid:

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

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (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 subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 8, Part 2, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Corporation Determination.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

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

the employee or employee's spouse is pregnant; or

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

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

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

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

33. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive 2007_085 - Managing Displaced Staff of the NSW Health Service, as amended from time to time.

34. 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 eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or

- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
 - (iv) Time off in lieu of payment of overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
 - (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.
- C. Entitlements for Casual Employees
- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie 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 subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie 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.

35. 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 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 prescribed from time to time by the Director of Public Employment.
- (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 a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Director-General, who 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.

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 Director of Public Employment 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.

36. 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 sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

37. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would

have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

38. 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) The employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is 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.

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

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

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

40. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Hospital Scientists (State) Award published 3 March 2006 (357 I.G. 774) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B

Table 1 - Allowances

Item No.	Clause No.	Description	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
1	7	On call - per 24 hours or any part thereof	9.20	9.60	10.00
2	10	Meal Allowance for overtime			
		(a) Breakfast at or before 6.00 a.m.	23.60	23.60	23.60
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.	23.60	23.60	23.60
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	23.60	23.60	23.60
3	20(iii)(iv)	Uniform and Laundry Allowance			
		- Uniform	2.30	2.30	2.30
		- Laundry	2.40	2.40	2.40

4	21(i)(ii)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc	3.40 p/week	3.40 p/week	3.40 p/week
		Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc.	6.80 p/week	6.80 p/week	6.80 p/week

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

(1650)

SERIAL C7029

M5 EAST MOTORWAY CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 702 of 2008)

Before Mr Deputy President Sams

2 April 2009

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the M5 East Motorway Consent Award 2004 published 20 May 2005 (351 I.G. 120) as varied, be rescinded on and from 2 April 2009.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

MAINTENANCE AND OUTDOOR STAFF (CATHOLIC SCHOOLS) (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2276 of 2008)

Before Commissioner McLeay

22 December 2008

AWARD

PART A

CONDITIONS

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Contract of Employment
4A.	Secure Employment
5.	Redundancy
6.	Wages
7.	Payment of Wages
8.	Work During Pupil Vacation Period
9.	Hours
10.	Implementation of 38-Hour Week
11.	Overtime
12.	Tea Break
13.	Meal Breaks
14.	Public Holidays
15.	Annual Leave and Payment on Termination
16.	Annual Leave Loading
17.	Sick Leave
18.	Catholic Personal/Carer's Leave
19.	Parental Leave - Catholic Diocesan Employers
19A.	Parental Leave - Schedule A Schools
19B.	Parental Leave - Schedule B Schools
20.	Long Service Leave - Catholic Diocesan Schools and Schedule A Schools
21.	Long Service Leave - Schedule B Schools
22.	Bereavement Leave
23.	Jury Service
24.	Meal Allowances
25.	First-Aid Allowance
26.	Travelling Expenses
27.	Miscellaneous Conditions
28.	Anti-Discrimination
29.	Disputes Avoidance and Grievance Procedure

30. Apprenticeship Trades
31. Superannuation
32. Labour Flexibility
33. No Extra Claims
34. Area Incidence and Duration

PART B

Schedule A - List of Catholic Independent Schools Covered by this Award and to whom Clauses 19A and 20 have application.

Schedule B - List of Catholic Independent Schools Covered by this Award and to whom Clauses 19B and 21 have application.

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C

REDUNDANCY

Annexure A - Sick Leave Portability

2. Title

This award shall be known as the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2008.

3. Definitions

- (i) "Award" means the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2008.
- (ii) "Basic Earnings" mean the minimum rate of pay prescribed for an employee by the award.
- (iii) "Employee" means an employee whose principal duties are the maintenance of buildings, plant and equipment; the preparation and upkeep of grounds or other similar duties as directed by the employer.
- (iv) "Full-time Employee" means an employee who works thirty eight hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than 38 hours per week.
- (vi) "Casual Employee" means an employee engaged and paid as such.
- (vii) "Employer" means the employer of an employee to whom the award applies (as set out in sub-clause (ii) of Clause 34, Area, Incidence and Duration of this award).
- (viii) "Union": means either the New South Wales Independent Education Union or the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
- (ix) "Fund" means either
 - (a) The New South Wales Non-Government Schools Superannuation Fund; or

- (b) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to the award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.
- (x) "Catholic Diocesan Employer" means the Archdioceses of Sydney and Canberra-Goulburn and the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland - Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes and Wollongong.

4. Contract of Employment

(i) Letter of Appointment

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

- (a) Whether the employment incorporates a probationary period and the length of the probationary period, provided that a probationary period may only apply if the employer has advised the employee in writing at the time of offer of appointment of the fact and length of the probationary period. A probationary period shall not exceed three months. The employee shall be advised of any concerns of the employer in relation to the employee's performance and the steps to be taken by the employee to address these concerns at least four weeks before the end of the probationary period.
- (b) the classification and rate of pay of the employee;
- (c) the number of hours to be worked each week;
- (d) a statement in relation to superannuation entitlements.
- (e) whether the rate of pay is payable during term time only or throughout the year in accordance with paragraph (c) of subclause (iii) of clause 6, Wages.

(ii) Stand down

- (a) Subject to clause 10, Implementation of 38 Hour Week, an employee may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided further such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act, 1955* (NSW).
- (c) An employee not stood down during school vacation periods prior to the making of this award shall not be stood down after the making of this award except by agreement.

(iii) Termination of employment

- (a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

Years of Continuous Service	Notice Period
Less than 1 year	1 week minimum
More than 1 year but less than 3 years	2 weeks minimum
More than 3 years but less than 5 years	3 weeks minimum
More than 5 years	4 weeks minimum

- (b) In addition to the notice periods specified in paragraph (a) of this subclause employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional week's notice from the employer.
- (c) Paragraphs (a) and (b) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (d) The employment of a casual employee may be terminated by one hour's notice by either party.

(iv) Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(v) Payment on Termination

Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

4A. Secure Employment

(i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine

attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Occupational Health and Safety
- (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(iv) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. Redundancy

See Part C - Redundancy.

6. Wages

(i) Classification Structure

Employees, other than those holding a trade qualification, shall commence at step 1 of the classification scale and shall progress to steps 2, 3, 4 and 5 on completion of 12 months service at each step.

Trade Qualified employees shall commence at step 4 of the classification structure and shall progress to step 5 on completion of 12 months service.

(ii) Wage Rates - Employees Required To Work 48 Weeks A Year.

Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the other provisions of this award be calculated by dividing the rates of pay set out in Table 1 -Wage Rates, of Part B, Monetary Rates by 52.14.

(iii) Wage Rates - Employees not required to work 48 weeks of the year.

Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance with this subclause:

- (a) Where an employee is not required to work 48 weeks in a year (excluding annual leave) then the employer may elect to stand down the employee or to pay the employee in accordance with paragraph (b) of this subclause.

- (b) When the employer elects to average a full-time employee's payment of wages under paragraph (a) of this subclause the employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

$$\frac{(N + 11)}{240} \times W$$

where:

W = weekly rate for employees required to work 48 weeks per year determined in accordance with subclause (vi) of this clause

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

- (1) the number of days in a school year shall be deemed to be not less than 204;
- (2) the value of N does not include the days paid at a casual rate in Clause 8, Work During Pupil Vacation Periods;
- (3) the number of days worked excludes public holidays; and
- (4) N cannot exceed 229 and if it does the employee shall be paid in accordance with subclause (ii) for full time employees, or subclause (iv) for part time employees, of this clause.

Provided that where N equals 204, this formula shall be rounded to:

$$0.9 \times W$$

- (c) The rate of pay of an employee who is not required to work 48 hours per year and which is calculated in accordance with paragraph (b) of this subclause shall be the appropriate rate for all purposes for that employee but shall not be used in the calculation of overtime payments and casual rates of pay.

(iv) Part-time and Casual Employees

(a) Part-time Employees

- (1) Subject to the other provisions of this award, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with sub-clause (ii) or (iii) as appropriate for the class of work performed by them. Provided that part time employees employed before the first full pay period commencing on or after 27 January 2004 shall be paid an additional rate per hour equivalent to 8% of the appropriate rate as at the first full pay period on or after 27 January 2004. Such hourly rate shall include the leading hand allowance where applicable.
- (2) Part-time employees shall be paid a minimum of 3 hours for each start, provided that an employer and employee may agree to a shorter minimum period of engagement to suit the particular needs of the workplace and the employee. A record of such agreement shall be kept in writing and must be retained with pay records.
- (3) No part-time employee shall have the number of hours worked adjusted unless by mutual agreement in writing or a redundancy payment being made in accordance with clause 5 of Part C - Redundancy.

(b) Casual Employees

- (1) Casual employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with subclause (ii) for the class of work performed by them, plus 20 per cent of such hourly equivalent, which is inclusive of compensation for Annual Leave under the *Annual Holidays Act, 1944* (NSW).
- (2) Casual employees shall be paid a minimum payment of 2 hours for each start.

(v) Higher Duties

Employees required to temporarily perform duties for which the leading hand allowance is payable for more than one day shall be paid the allowance for the whole period during which those duties are performed.

(vi) Apprentices

The minimum rates of wages for four year apprentices shall be:

% of tradespersons Rate*

First Year	50
Second Year	65
Third Year	75
Fourth Year	90

*Based on rate for Step 4 as set out in table 1 of Part B, Wage Rates, of this Award.

(vii) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

(viii) Absorption

The increases in minimum rates of payment in July 2008, July 2009 and July 2010 may be fully absorbable at the discretion of the employer, into any payment that an employee receives in excess of the rates set out in Table 1- Wage Rates, of Part B Monetary Rates, at the applicable time.

7. Payment of Wages

- (i) Subject to subclause (ii) of this clause, wages shall be paid weekly in ordinary working time no later than Thursday of each week. An employee kept waiting after the normal ceasing time for the payment of wages shall be deemed to be working during any time kept waiting and shall be paid overtime from the normal ceasing time until payment is made.
- (ii) Wages may be paid fortnightly at the employer's discretion where the majority of employees at the school or college are already paid fortnightly.
- (iii) Where an employer and the majority of employees agree, wages may be paid by cheque or electronic funds transfer to an account nominated by the employee.
- (iv) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.

(v) Annual Remuneration

- (a) Notwithstanding the provisions of this clause, an employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the employer. The sum total of such wages, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed by clause 6, Wages.
- (b) The employer will determine the range of benefits available to the employee and the employee may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any payment calculated by reference to the employee's salary and payable either:
- (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by clause 6, Wages.

8. Work During Pupil Vacation Periods

An employee who is stood down during pupil vacation periods shall not be required to work during such periods.

An employee who is requested and who agrees to work during this period shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to subclause (iii) of clause 6, Wages.

9. Hours

(i) Ordinary Hours of Work

Subject to clause 10, Implementation of 38 hour week, the ordinary hours of work for a full-time employee exclusive of meal breaks shall not, without the payment of overtime, exceed an average of 38 per week and shall be worked in five days, Monday to Friday inclusive. Provided that work performed up to 12 noon on Saturday only on essential playing field duties such as watering or marking playing field areas which cannot be performed Mondays to Fridays may be regarded as ordinary hours if the employee is allowed, without loss of pay, equivalent time off in lieu by mutual agreement as to when such time off will be taken during the following week.

(ii) Notice of Hours

The employer shall advise the employee of the ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees. Such hours shall not be changed, without payment of overtime, for work done outside the set hours unless seven days notice of any change is given by the employer to the employee; provided that such seven days notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

(iii) Casual Employees:

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by subclause (i) of this clause.

(iv) Part-time Employees:

The spread of ordinary hours of work, exclusive of meal time, shall not exceed 8 hours per day.

(v) Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week as at the introduction of this award.

10. Implementation of 38 Hour Week

The ordinary hours of work for a full-time employee provided by clause 9, Hours, shall be worked in one of the following methods:

(i) 19-Day Month

An employer and employees may agree that the ordinary hours of work provided by clause 9, Hours will be worked as a 19 day month, in which case the following provisions shall apply:

- (a) Each employee of the school subject to this award shall work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (b) Each employee shall accrue 24 minutes for each eight hour day worked by the employee to give the employee an entitlement to take a rostered day off.
- (c) Each day of paid leave taken by an employee (but not including long service leave or any period of stand down as provided in subclause (ii) of clause 4, Contract of Employment), and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph (b) of this subclause.
- (d) Rostered days off shall not be regarded as part of the employee's annual leave for any purpose.
- (e) Notwithstanding any other provisions of this subclause, an employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.
- (f) Any employee who is scheduled to take a rostered day off before having worked a complete four week cycle shall be paid a pro rata amount for the time that the employee has accrued in accordance with paragraph (b) of this subclause.
- (g) Any employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the employee in the cycle in accordance with the said paragraph (b).
- (h) Rostered days off shall be scheduled by mutual agreement between employees and the school.
- (i) An employee shall be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.
- (j) An employee may, with the agreement of the employer, substitute the day on which the employee is scheduled to be rostered off duty for another day.
- (k) If any employee is rostered off duty on the day which coincides with the employee's normal pay day, the employee shall be paid no later than the working day immediately following his/her rostered day off.
- (l) If an employee's rostered day off falls on a public holiday, an alternative rostered day off shall be observed, to be fixed by mutual agreement between the employee and the employer.
- (m) Any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 11, Overtime, and shall also receive another rostered day off in lieu.

(n) Employees are not eligible for sick leave in respect of absences on rostered days off.

(ii) Any Other Method

An employer may apply any other method of implementing the ordinary hours of work provided by clause 9, Hours, on which the employer reaches agreement with employees.

(iii) Discussion about Implementation of 38 Hour Week

Each employer will propose to its employees the basis of implementing the 38 hour week which it determines is best suited to its operations. If the employer and employees are unable to agree to adopt this proposed basis the matter will be referred to the union, who will discuss it with the employer. If they are unable to agree upon the basis which will be adopted, the matter shall be referred to the Industrial Relations Commission of New South Wales for determination.

(iv) Payment for Rostered Days off during Stand Down

Notwithstanding any other provisions of this award, the following provisions shall apply in the case of any employee whose contract of employment provided that he or she shall be stood down during the whole or part of non-term time pursuant to subclause (ii) of clause 4, Contract of Employment.

(a) The ordinary hours of work for employees to whom this subclause applies shall not exceed 40 hours per week, exclusive of meal breaks, without payment of overtime.

(b) At the commencement of every period during which an employee to whom this subclause applies is stood down, the employee shall be paid, in addition to any other entitlements, an amount calculated by using the formula

$$w \times \frac{2P}{40}$$

where:

W = the number of weeks worked by the employee since either the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later, and

P = the weekly rate of pay fixed for the employee's work by this award received by the employee since the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later.

(c) This subclause will not apply to employees whose salary is determined in accordance with paragraph (b) of subclause (iv) of clause 6, Wages.

11. Overtime

(i) Definition of Overtime

All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 9, Hours, shall be overtime.

(ii) Payment for Overtime

Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime worked between midnight Friday and midnight Sunday shall be paid at the rate of double time.

(iii) Calculating Overtime

For the purpose of calculating overtime, each day's work shall stand alone.

(iv) 10 Hour Break

- (a) Overtime shall, where reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee, other than a casual employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- (c) If the employer requires an employee to resume or continue work without having had such ten consecutive hours off duty:
 - (1) the employee shall be paid at double rates until they are released from duty for such period, and
 - (2) he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(v) Time Off in Lieu of Overtime

Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked provided that:

- (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with agreement from the employer. Such agreement shall be in writing and be kept with the time and wages records.
- (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (c) Time off in lieu of payment for overtime and shall be taken within 12 months of the accrual. Where such leave is not taken in this period it shall be paid at the appropriate overtime rate.
- (d) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.

(vi) Recall to work

- (a) An employee required to attend the employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.
- (b) This subclause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.

(vii) Minimum Payment

For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.

- (viii) 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.
- (ix) For the purposes of subclause 11(vi) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health or 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.

12. Tea Break

All employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual agreement between the employee and the employer. Such tea break shall be counted as time worked.

13. Meal Breaks

Not more than one hour nor less than half an hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.

14. Public Holidays

- (i) 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 an additional day's holiday to be observed pursuant to subclause (ii) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- (ii) In addition to the holidays specified in subclause (i) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

Provided that the additional holiday will not apply to those employees whose rates of pay are averaged over the year in accordance with paragraphs (a), (b) or (c) of subclause (iii) of clause 6, Wages.

- (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iv) All time worked on a public holiday as specified in subclause (i) of this clause shall be paid for at the rate of double time and one-half the ordinary-time rate with a minimum payment of 2 hours.

15. Annual Leave and Payment on Termination

- (i) The *Annual Holidays Act 1944* (NSW) applies, provided that Annual Leave shall be given and taken during the summer pupil vacation period, except where the employer and the employee agree in writing to the contrary.

(ii) An employee shall be paid a pro-rata amount for annual leave on termination pursuant to the *Annual Holidays Act 1944* (NSW), provided that employees whose rate of pay has been averaged in accordance with subclause (iii) of clause 6, Wages, may receive an amount calculated in accordance with subclause (iii) of this clause.

(iii)

(a) For employees paid in accordance with subclause (iii) of Clause 6, Wages, this subclause will apply:

- (1) in lieu of the corresponding provisions of the *Annual Holidays Act 1944* (NSW); and
- (2) notwithstanding any other provisions in this award.

(b) The provisions of this subclause shall apply as set out in the relevant paragraphs where:

- (1) an employee's employment ceases
- (2) an employee commences employment after the school service date;
- (3) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (4) the working hours of the employee have varied since the school service date.

(c) Calculation of Payments

(1) A payment made pursuant to sub-paragraph (1), (2) or (3) of paragraph (b) of this subclause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the employee since the school service date
 B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the employee since the school service date
 F = Result in weeks
 G = The employee's current fortnightly salary
 H = Amount Due

(2) A payment made pursuant to sub-paragraph (4) of paragraph (b) of this subclause to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step} \quad 1 \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A =	Total salary paid to the employee since the school service date
B =	Salary paid to the employee in respect of non-term weeks since the school service date
C =	Salary paid to the employee in respect of term weeks since the school service date
D =	The total number of non-term weeks in the school year
E =	The total number of term weeks in the school year
F =	Result in dollars
G =	Amount Due

(3) For the purpose of this clause:

(A) "School Service Date" means the usual commencement date of employment at the school for employees covered by this award commencing in term 1.

(d) Employees who commence Employment after the School Service Date

(1) An employee who commences employment after the school service date shall be paid from the date the employee commences provided that, at the end of Term IV, the employee shall be paid an amount calculated pursuant to paragraph (c) of this sub-clause and shall receive no other salary until his or her return to work in the following school year.

(2) In each succeeding year of employment, the anniversary of appointment of the employee for the purposes of this clause shall be deemed to be the school service date.

(e) Employees who take Approved Leave Without Pay or Parental Leave

Where an employee takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the employee shall be paid salary calculated in accordance with this clause as follows:

(1) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.

(2) If the leave is to conclude in a school year following the school year in which the leave commenced:

(A) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and

(B) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.

(3) Where an employee who has received a payment pursuant to subparagraph (2) of this paragraph returns from leave in the same year rather than the next school year as anticipated, then the employee shall be paid at the conclusion of Term IV as follows:

(A) by applying for formula in paragraph (c) of this sub-clause as if no payment had been made to the employee at the commencement of leave;

(B) by deducting from that amount the amount earlier paid to the employee.

(f) Employees Whose Hours Have Varied

Where the hours which an employee normally works at a school have varied since the school service date in any school year and the employee's employment is to continue into the next school year, the employee shall be paid throughout the summer pupil vacation as follows:

- (1) the amount due pursuant to the formula in subparagraph (2) of paragraph (c) of this subclause shall be calculated; and
 - (2) the employee shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the employee during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the employee is paid the amount received will differ from the pay in the preceding fortnights).
- (g) Notwithstanding the provisions of subparagraph (1) of paragraph (a) of this subclause an employee shall not pursuant to this subclause, be paid an amount in respect of a year of employment which is less than the amount to which the employee would otherwise be entitled under the provisions of the Annual Holidays Act 1944 (NSW), in respect of a year of employment.

16. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act, 1944*, is referred to as "the Act".
- (ii) Where an employee is given and takes their annual holiday, or, where by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay their employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period. NOTE: See subclause (vi) of this clause, as to holidays taken wholly or partly in advance.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday together with, where applicable leading hand and first aid allowances, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
 - (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (vii)
 - (a) Where the employment of an employee is terminated by their employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken

the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with subclause (v) for the period not taken.

- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

17. Sick Leave

- (i) Employees shall be entitled to sick leave from 1 July 2005 as follows:

- (a) Employees in Schools operated by a Catholic Diocesan Employer:

Fifteen (15) days' sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 1 July 2005.

- (b) Employees employed in Schedule A and Schedule B schools:

Sick leave on full pay as set out in the following table upon each anniversary of their continuous service which occurs after the first full pay period on or after 1 July 2005.

Employees who work 45 weeks or more per school year	15 days sick leave per annum
Employees who work 41 weeks or more, but less than 45 weeks per school year	14 days sick leave per annum
Employees who work less than 41 weeks per school year	13 days sick leave per annum

- (ii) Accumulation of Sick Leave

- (a) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that the employer shall not be bound to credit an employee for sick leave which accrued more than 15 years before the end of the last year of completed service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.

- (b) Service before the date of coming into force of this award shall be taken into account for the purpose of calculating the annual entitlement to sick leave. Provided however:

- (1) that for years of service completed between the first full pay period on or after 1 July 2003 and the employee's anniversary of continuing service occurring before the first full pay period on or after 1 July 2005, sick leave accrued at the rate of 10 days during the first year of service and 12 days during the second and subsequent years of service.
- (2) that for years of service completed before 1 July 2003 sick leave accrued at the rates applicable under the relevant awards, being the Maintenance and Outdoor Staff (Catholic Schools) (State) Award published 7 December 2001 (330 I.G. 43) and the Miscellaneous Workers Independent Schools and Colleges &c., (State) Award published 17 February 1995 (283 I.G. 1193) and its predecessors.

- (iii) Conditions on the taking of Sick Leave

The taking of sick leave is subject to the following conditions:

- (a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act, 1987*.
- (b) The employee shall, as soon as reasonably practicable, and in any case within 24 hours of the commencement of such absence, inform the employer of an inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

- (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.

(iv) Part Time Employees

- (a) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.
- (b) When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.

- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

(vi) Portability (Catholic Diocesan Employers Only)

- (a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by another Catholic Diocesan Employer on or after 1 January 2000, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause (ii) of this clause shall be credited to the employee as their accumulated sick leave on their commencement of employment with the Diocese.
- (c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:
 - (1) The employee has commenced employment with the Catholic Diocesan Employer within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.
 - (2) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this award and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
- (d) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.

18. Catholic Personal/Carer's Leave

18.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29, Disputes Avoidance and Grievance Procedure should be followed.

18.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18.1(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18.1(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18.1(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18.2(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

18.3 Notification of Intention to Take Leave

In relation to sub-clauses 18.1 and 18.2, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, 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.

18.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18.1(c)(2) or paragraph 18.2(c) who is ill or who requires care due to an unexpected emergency.

18.5 Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

18.6 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.

18.7 Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

18.8 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18.9 Entitlement for casual employees

- (a) Subject to the requirements in paragraph 18.1(b) and subclause 18.3, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 18.1(c)(2) or subclause 18.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

19. Parental Leave - Catholic Diocesan Employers

The provisions of this clause shall apply to all employees employed at schools operated by Catholic Diocesan Employers.

19.1 Maternity Leave

- (a) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of 14 weeks or longer by the employer and commences maternity leave on or after 1 July 2005, shall be entitled to maternity leave in accordance with this sub-clause. The employer may deduct payment for any absence of the employee (to which the employee, but for this clause, would have been entitled under clause 17, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the employee is entitled to pursuant to this subclause.
- (b) The maternity leave shall be paid for 14 weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than 14 weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month's notice of intention.
- (e) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this Clause, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

19.2 Adoption Leave

- (a) An employee who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

19.3 Paternity Leave

- (a) An employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to Clause 18 of this award.
- (b) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
- (c) The entitlement to paternity leave in paragraphs 19.3(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (d) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19.3(c) above.

19.4 Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

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

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

19.5 Right to Request

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

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs 19.5(a) (2) and 19.5(a)(3) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 19.5(a)(3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19.6 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) 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 parental leave; and
 - (2) 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 parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 19.6(a).

19A. Parental Leave - Schedule a Schools

The provisions of this clause shall apply to all employees employed at schools Listed at Schedule A of Part B of this Award.

19A.1 Maternity Leave

- (a) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after 1 January 2009, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.

- (d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month's notice of intention.
- (e) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 1 January 2009, if the first day off work due to maternity leave is on or after 1 January 2009.

19A.2 Adoption Leave

- (a) An employee who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An employee shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

19A.3 Paternity Leave

- (a) An employee shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 19A.3(a), an employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to Clause 18 of this award.
- (c) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 19A.3(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996* (NSW).

- (e) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19A.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19A.3(c) above.

19A.4 Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

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

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

19A.5 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under subparagraphs (a)(2) and (a)(3) of this subclause must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 19A.5(a)(3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19A.6 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) 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 parental leave; and

- (2) 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 parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 19A.6(a).

19B. Parental Leave - Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Award.

(a) Maternity Leave

- (i) An employee who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* (NSW) shall be entitled to paid maternity leave in accordance with this clause.
- (ii) The amount of paid leave for an employee who takes leave after 1 January 2009 shall be fourteen weeks, provided that an employee who commences maternity leave prior to January 2009, shall be entitled to twelve weeks leave.
- (iii) The employee must be paid at the rate the employee was paid at the time of commencing leave.
- (iv) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
- (v) The employer must pay the first, or lump sum, payment at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (A), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.
- (vi) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (vii) The period of maternity leave will not count as a period of service under this award or any statute.
- (viii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (1) of the *Industrial Relations Act 1996* (NSW).

(ix) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW) shall apply.

(b) Paternity Leave

(i) An employee who takes paternity leave on or after 20 October 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to Clause 18 of this award.

(ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996* (NSW).

(c) Adoption Leave

(i) An employee shall be entitled to fourteen weeks paid leave for the purpose of adopting any child providing the leave is taken before the child reaches full-time enrolment age.

(ii) The period of paid adoption leave will not count as a period of service under this award or any statute.

(iii) An employee shall be required to give written notice of the approval or other decision to adopt a child at least 10 weeks prior to the expected date of placement of the child and shall provide other notice consistent with the provisions of section 58 (3) of the *Industrial Relations Act 1996* (NSW).

(d) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

(i) the employee or employee's spouse is pregnant; or

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

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

(e) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(C) to return from a period of 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (i) (B) and (C) of this subclause must be recorded in writing.

- (iv) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (e)(i)(C), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

- (f) Communication during parental leave

- (i) Where an employee is on 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 parental leave; and

- (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental 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 parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (iii) The employee 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).

20. Long Service Leave - Catholic Diocesan Employers and Schedule A Schools

The provisions of this clause shall apply to all employees employed at schools operated by Catholic Diocesan Employers and all employees employed at schools listed at Schedule A of Part B of this Award.

- (i) Applicability of *Long Service Leave Act 1955* (NSW).

Except in so far as expressly varied by the provisions of this clause, the provisions of the Act shall apply to employees employed under this Award.

- (ii) Entitlement to leave from 30 January 2006

Subject to sub-clause (iii) of this Clause, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

- (a) In respect of full-time service an employee shall accrue 49.4 hours per year of service. "Full - time service" means service of 38 hours per week (consistent with the definition of full-time employee in clause 3(iv) of this award).

- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this Clause.

(iii) Calculation of Accrued Leave as at 29 January 2006

- (a) An employee whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 26 January 2004	.866 weeks per year.
26 January 2004 to 29 January 2006	1.3 weeks per year or portion of a year.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of employees within Catholic schools, whose terms of engagement may change in terms of hours of work during their working career. To that end on and from 29 January 2006, all existing accruals will be converted from weeks to working hours.
- (c) The following formula will be used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
- (1) all full-time employees, as at 29 January 2006, will have their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
 - (2) all part-time employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- (iv) An employee shall be entitled to take any leave accrued under subclause (ii) and subclause (iii) of this Clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this Clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (v) It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.
- For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (ie. 617.5 divided by 19).
- (vi) In the case of an employee who has completed at least five years service with an employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) and subclause (iii) of this Clause.
- (vii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking approved leave without pay (including unpaid leave in accordance with clause 19 Parental Leave - Catholic Diocesan Employers or Clause 19A Parental Leave - Schedule A Schools), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

21. Long Service Leave - Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Award.

- (i) Applicability of *Long Service Leave Act 1955* (NSW).

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act shall apply to employees employed under this award.

- (ii) In respect of service after 26 January 2004, the long service leave entitlement of an employee shall be:
- (a) in the case of an employee who has completed ten years service, 13 weeks; and
 - (b) In respect of each 5 years since the employee last became entitled to long service leave, 6.5 weeks.
 - (c) In the case of an employee who has completed at least five years service with an employer where the service of the employee is terminated or ceases for any reason, the employee shall be paid a proportionate amount of long service leave on the basis of 13 weeks for ten years service from 26 January 2004 and on the basis of two months for ten years service prior to 26 January 2004.

(Note: The *Long Service Leave Act 1955* (NSW) provided for two months of long service leave for ten years service).

- (iii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking approved leave without pay leave (including paid and unpaid leave in accordance with Clause 19B Parental Leave - Schedule B Schools), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

22. Bereavement Leave

- (i) An employee shall, on the death of the wife, husband, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave, for a period not exceeding three days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.
- (ii) The rights to such paid leave shall be dependent on compliance with the following conditions:
- (a) satisfactory evidence of such death shall be furnished by the employee to the employer; and
 - (b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.
- (iii) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in Clause 18, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (iv) Bereavement Leave may be taken in conjunction with other leave available under subclauses 18.4, 18.5, 18.6 and 18.7 of Clause 18 Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- (v) Bereavement Entitlement for Casual Employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia in relation to whom the employee could have utilised Catholic Personal/ Carer's Leave in subclause 18.9, provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify their employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23. Jury Service

- (i) A full-time or part-time employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service (excluding reimbursement of expenses) and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (ii) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Meal Allowances

- (i) Where an employee is required to work overtime in excess of one and one half hours on any day or shift, the employee shall be paid an amount as set out in Item 1 of the said Table 2, for a meal or be supplied with a meal.
- (ii) Any employee required to work more than five hours overtime shall be paid a further amount as set out in the said Item 1, or be supplied with a meal.

25. First-Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B; Monetary Rates, if the employee is required by an employer to perform first-aid duty.

26. Travelling Expenses

- (i) When an employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates, for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.

- (iii) Any employee required to provide a motor car shall be paid extra per week at the rate set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Where an employee is required by their employer to use their own motor car on a casual or incidental basis, they shall be paid the rate set out in Item 4 of Table 2 during such use.
- (v) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.
- (vi) An employee who, at the time of the making of this award is in receipt of remuneration, for the use of a motorcar in excess of the rate in Item 3 or Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates respectively shall continue to receive such higher remuneration.

27. Miscellaneous Conditions

- (i) Meal Facilities:

Employees shall have access to staff room facilities for the preparation and taking of meals and tea breaks.

- (ii) Uniforms and Protective Clothing:

- (a) In the event of an employee being required to wear a uniform, such uniform shall be provided by the employer and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.

- (b) Where employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks, free of charge.

- (c) Protective clothing, uniforms or rubber gloves supplied pursuant to this subclause shall remain the property of the employer and shall be returned upon termination of employment.

- (iii) Dressing Accommodation: - Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

- (iv) Occupational Health and Safety During Pupil Vacation Periods

Appropriate measures will be adopted by the employer to ensure the occupational health and safety of an employee working alone on school premises during pupil vacation periods

28. Anti - Discrimination

28.1 It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

28.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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.

28.3 Under the *Anti Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

28.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempt from anti discrimination legislation;
- (b) offering or providing junior rates 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* (NSW);
- (d) a party to this award from pursuing matters of unlawful discrimination on any State or federal jurisdiction.

28.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

29. Disputes Avoidance and Grievance Procedure

- (i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation. Further, the parties agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matter(s) in question.
- (ii) Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a relevant union for the purpose of each procedure.
- (iii) Procedures relating to disputes etc. between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Where it has not been possible for an employer to resolve the question, dispute or difficulty in the ordinary course of events at a school, the employer is required to notify (in writing or otherwise) the employees as to the substance of the grievance and require the employee to attend a meeting to discuss the grievance. The employee may bring another member of staff or a representative of the relevant union to this meeting as a witness.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) While a procedure is being followed, normal work must continue.
 - (e) The employer may be represented by an employer representative and the employees may be represented by a relevant union for the purpose of each procedure.

30. Apprenticeship Trades

- (i) Limitation of Overtime
 - (a) No apprentice under the age of 18 years shall be required to work overtime unless he/she so desires.
 - (b) No apprentice except in an emergency, shall work or be required to work overtime at times which would prevent his/her attendance at technical college as required by any statute, award or regulation applicable to the apprentice.

31. Superannuation

- (i) Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

- (ii) Definitions

For the purpose of this clause the following definitions shall apply:

- (a) "Basic Earnings" for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this award and the amount of any payment made to the employee pursuant to Clause 15, Annual Leave and Payment on Termination.
- (b) "Fund" means either
 - (1) the New South Wales Non-Government Schools Superannuation Fund, or
 - (2) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

- (iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) and (h) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine (9) per cent, or other such rate as provided by superannuation legislation from time to time, of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first full pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's day of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a Fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of
 - (1) casual employees who earn in excess of \$ 2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.
- (h) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

(iv) Transfer between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of sub-clause (iii) of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

(v) Explanatory Clause

The figure which appears in subparagraph (1) of paragraph (f) of subclause (iii) of this clause, is calculated by the following formula:

Level 1 employee	X	19 eight-hour days
casual hourly rate of pay		(1 month)

or \$2,090.00, whichever is the greater.

32. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer, pursuant to subclauses (i) and (ii) of this clause, shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- (a) The parties agree that the wage increases and other improvements in conditions of employment provided for in this award are in settlement of all existing claims made by the union for the life of this award. Notwithstanding, the parties to the award agree to commence negotiations not less than six months prior to the expiration of this award on the terms of future award matters.
- (b) The parties agree that the wage increases and other improvements in conditions of employment provided for in this award are in lieu or any improvements in wages or conditions of employment provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the life of this award and no claim can be made for such increases during or after the life of the this award.

34. Area, Incidence and Duration

- (i) This award replaces the Maintenance and Outdoor Staff (Catholic Schools) (State) Award, published 17 February 2006 (357 I.G. 1) and all variations thereof.
- (ii) This award shall apply to all employees as defined in clause 6, Wages, employed in Catholic Schools which are situated in New South Wales, with the exception of Loreto College Kirribilli, but shall not apply to:
 - (a) employees employed in a clerical or administrative capacity or as school assistants or as canteen staff pursuant to the School Support Staff (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2005, the School Support Staff (Country and Regional Dioceses) (State) Award 2005, or the School Support Staff (Catholic Independent Schools) (State) Award 2005;
 - (b) persons employed as teachers;
 - (c) persons employed as a cleaner, catering employee, or in a boarding school as a housekeeper, security employee, laundry employee or domestic employee;
 - (d) employees of any cleaning, catering, security, gardening building or domestic services contractor.
- (iii) This award shall take effect from the first full pay period on or after 1 July 2008 and shall remain in force until 30 June 2011.

SCHEDULE A**List of Catholic Independent Schools Covered by this award and To Whom Clauses 19a And 20 Have Application**

Berne Education Centre Lewisham	St Edmund's School, Wahroonga
Boys Town, Engadine	St Edward College, East Gosford
Brigidine College, St Ives	St Gabriel's School for Hearing Impaired Children, Castle Hill
Christian Brothers High School, Lewisham	St Gregory's Armenian School, Rouse Hill
Edmund Rice College, Wollongong	St Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St Josephs College, Hunters Hill
Mater Dei School, Camden	St Lucy's School for the Blind, Wahroonga
Mt St Benedict High School, Pennant Hills	St Maroun's School, Dulwich Hill
Mt St Joseph High School, Milperra	St Patrick's College, Campbelltown
Oakhill College, Castle Hill	St Patrick's College, Strathfield
Our Lady of Lebanon College, Harris Park	St Paul's International College, Moss Vale
Our Lady of Mercy College, Parramatta	St Pius X College, Chatswood
Red Bend Catholic College, Forbes	St Scholastica's College, Glebe
St Augustine's College, Brookvale	Santa Sabina College, Strathfield
St Charbel's College, Punchbowl	Trinity Catholic College, Lismore
St Clare's College, Waverley	Waverley College, Waverley
St Dominic's College, Kingswood	

Note: This award applies generally to the above listed schools. In relation to Parental Leave the provisions of Clause 19A apply. In relation to Long Service Leave the Provisions of Clause 20 apply. In relation to Sick Leave provided for under Clause 17, the specific provisions of paragraph 17(i)(b) apply.

SCHEDULE B**List of Catholic Independent Schools Covered by this Award and To Whom Clauses 19B and 21 Have Application**

Chevalier College, Bowral	St Ignatius College, Riverview
Kincoppal, Rose Bay	St Stanislaus College, Bathurst
Loreto College, Normanhurst	St Vincent's College, Potts Point
Monte Sant Angelo College, North Sydney	St Mary Star of the Sea College, Wollongong
Rosebank College, Five Dock	Stella Maris College, Manly
St Aloysius College, Milsons Point	

Note: This award applies generally to the above listed schools. In relation to Parental Leave the provisions of Clause 19B apply. In relation to Long Service Leave the Provisions of Clause 21 apply. In relation to Sick Leave provided for under Clause 17, the specific provisions of paragraph 17(i)(b) apply.

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

Step		First Full pay period on or after 1 July 2008 4%	First Full pay period on or after 1 July 2009 4%	First Full pay period on or after 1 July 2010 4%
1		37,362.00	38,856.48	40,410.74
2		37,678.16	39,185.29	40,752.70
3		38,391.60	39,927.26	41,524.35
4	Trade Qualified Entry Point	39,270.40	40,841.22	42,474.87
5		39,985.92	41,585.36	43,248.77

Leading Hand Allowance

No. of employees Supervised	First Full pay period on or after 1 July 2008 4% \$	First Full pay period on or after 1 July 2009 4% \$	First Full pay period on or after 1 July 2010 4% \$
1-3	1,291.74	1,343.41	1,397.15
4-8	1,606.43	1,670.69	1,737.52
9+	2,157.08	2,243.36	2,333.09

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	First Full pay period on or after 1 July 2008 \$	First Full pay period on or after 1 July 2009 \$	First Full pay period on or after 1 July 2010 \$
1	24	Overtime/Meal Allowance	11.74	11.74	11.74
2	25	First Aid Allowance	13.23 per week 2.64 per day	13.76 per week 2.75 per day	14.31 per week 2.86 per day
3	26(iii)	Own Car Allowance - For a vehicle 1500cc under	99.25 per week	99.25 per week	99.25 per week
		For a vehicle over 1500cc	122.72 per week	122.72 per week	122.72 per week
4	26(iv)	Own Car Allowance - For use on a casual or incidental basis	0.65 per km	0.65 per km	0.65 per km
5	27 (ii)(a)	Laundry Allowance	6.78 per week	6.78 per week	6.78 per week

Note: Items 1, 3, 4 and 5 to be adjusted for CPI Increases. These rates have been adjusted to the September Quarter 2008. PART C

PART C

1. Redundancy

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by this Award.
- 1.2 This Part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 1.4 This Part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

2. Employers duty to Notify and Discuss

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3. Discussions before terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation or Structure

4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with clause 2 of this Part.

4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955* (NSW), the *Annual Holidays Act 1944* (NSW), or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

5.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

ANNEXURE A

SICK LEAVE PORTABILITY

(Catholic Diocesan Schools)

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a member of the grounds and Maintenance staff
(name of employee)

and ceased work on _____.
(Date)

At that time untaken sick leave with our Diocese over the proceeding _____ years of continuous service is as follows:

.....(date)

(SET OUT RECORD)

e.g. Last year of employment _____ Sick Days
Year 2 accumulation _____ Sick Days
Year 3 accumulation _____ Sick Days
Year 4 accumulation _____ Sick Days
Year 5 accumulation _____ Sick Days
Year 6 accumulation _____ Sick Days
(etc up to 15 years if necessary)

Employer

Date

Part to be completed by employee

Name of Employee:

Name of former Catholic Employer: _____

I, _____ was formerly employed by _____

(Name of Employee)

(Name of former Catholic employer)

from _____

to _____

(date)

(date)

I commenced with the former Catholic employer on

(Date)

Signature

Date

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6928 published 27 March 2009

(367 I.G. 855)

(No. IRC 1697 of 2008)

CORRECTION

For instruction 2, substitute the following:

2. Insert at the end of clause 39, Area, Incidence and Duration the following:

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 11 December 2008.

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

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

1. Delete Table 3 - Training Wage - Skill Level A, and Table 4 - Training Wage - Skill Level B of Part B of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

Table 3 - Training Wage - Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years or more	504.00		

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

Table 4 - Training Wage - Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	
Plus 5 years or more	486.00		

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

2. This variation shall take effect from the first full pay period commencing on or after 24 August 2008.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2105 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

1. Arrangement

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

SCHEDULE A - HEALTH PROFESSIONAL CLASSIFICATIONS

SCHEDULE B - CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS

SCHEDULE C - QUALIFICATION REQUIREMENTS

PART B

MONETARY RATES

Table 1 - Salary Rates

Table 2 - Sole Practitioner Allowance

2. Definitions

- 2.1 "Complex" professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

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

3. Classification of Health Professionals

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

4. Qualifications

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

5. Salaries

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

6. Sole Practitioner Allowance

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

7. Conditions of Service

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

8. Dispute Resolution

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

9. Anti-Discrimination

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

Notes:

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

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

10. Expanded Scope of Practice

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

11. No Extra Claims

- 11.1 Subject to Clause 10, Expanded Scope of Practice, there will be no extra claims during the life of this Award.
- 11.2 The salary increases provided by this Award compensate for and extinguish all work value, special case or other claims referable to any period prior to 30 November 2007.

12. Translation Arrangements

- 12.1 The translation to the new structure for health professionals covered by this award will be undertaken utilising the following basic principles.

- 12.1.1 Anniversary/incremental date of employees will be retained.
- 12.1.2 Relevant years of service will be counted toward placement on the new salary scale.
- 12.1.3 Employees will be placed into a position in the new structure that is most reflective of their current duties and responsibilities.
- 12.1.4 Any disputes that cannot be resolved at an Area Health Service level should be referred to the Employer and Union for consideration at a peak level committee, which will subsequently make a recommendation to the Area Health Service.
- 12.1.5 Nothing contained in this award shall operate to reduce the wages or conditions of employment available to any employee at the time of the award coming into effect.

13. Personal Regrading

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

14. Area, Incidence and Duration

- 14.1 This Award rescinds and replaces the NSW Health Service Health Professionals (State) Award published 14 March 2008 (365 I.G. 312).
- 14.2 This Award applies to persons employed in health professional classifications as defined in the NSW Health Service under s115(1) of the Health Services Act 1997, excluding the County of Yancowinna.
- 14.3 This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011

SCHEDULE A**HEALTH PROFESSIONAL CLASSIFICATIONS**

Audiologist
 Art Therapist
 Counsellor
 Dietitian
 Diversional Therapist
 Exercise Physiologist
 Genetic Counsellor
 Music Therapist
 Occupational Therapist
 Orthoptist
 Orthotist/Prosthetist
 Physiotherapist
 Play Therapist
 Podiatrist
 Sexual Assault Worker
 Social Worker
 Speech Pathologist
 Welfare Officer

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

SCHEDULE B**CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS****Level 1**

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

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

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

Level 1 staff participate in quality activities and workplace education.

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

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

Level 2

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

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

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

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

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

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

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

Sole Practitioner Allowance

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

Levels 3 and 4

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

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

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

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

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

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

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

Senior Clinician

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

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

Senior Clinician Level 3

Level 3 Senior Clinicians include the following:

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

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

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.
Senior Clinician Level 4

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

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

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

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

Deputy Department Head

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

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

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

Unit Head or Team Leader

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

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

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

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

Department Head (Level 4)

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

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

Student Educator - (Level 4)

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

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

The student educator may also have a clinical load.

Levels 5 and 6

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

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

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

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

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

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

Department Head

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

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

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

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

Deputy Department Head

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

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

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

Unit Head or Team Leader

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

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

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

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

Health Professional Educator (Level 5)

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

Clinical Specialist (Level 6)

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

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

has extensive experience in their field of expertise; and

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

A clinical specialist will possess

clinically relevant post graduate qualifications; or

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

a substantive academic conjoint appointment.

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

Level 7

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

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

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

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

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

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

Deputy Department Head

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

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

Unit Head or Team Leader

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

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

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

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

Department Head

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

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

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

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

Level 8 - Discipline Specific Director/Advisor

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

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

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

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

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

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

has professional responsibility with regard to strategic workforce and service development and professional practice across an Area Health Service, a geographic region, zone or clinical network

provides professional co-ordination and leadership across an Area Health Service, a geographic region, zone or clinical network to department heads

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

may have a dual role of department head

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

may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Area Health Service, geographic region, zone or clinical network.

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

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

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

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

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

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

SCHEDULE C

QUALIFICATION REQUIREMENTS

Audiologist

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

Art Therapist

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

Counsellor

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

Dietitian

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

Diversional Therapist

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

Exercise Physiologist

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

Genetics Counsellor

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

Music Therapist

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

Occupational Therapist

Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for membership with the Australian Association of Occupational Therapists, or other qualification deemed equivalent by the employer.

Orthoptist

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

Orthotist/Prosthetist

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

Physiotherapist

Must hold qualifications approved by the New South Wales Physiotherapists' Registration Board for registration under the *Physiotherapists Act 2001*.

Play Therapist

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

Podiatrist

Must hold qualifications approved by the New South Wales Podiatrists' Registration Board for registration under the *Podiatrists Act 1989*.

Sexual Assault Worker

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

Social Worker

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

Speech Pathologist

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

Welfare Officer

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

PART B
MONETARY RATES

Table 1 - Salaries

LEVEL	YEAR OR GRADE	1.7.2008 \$	1.7.2009 \$	1.7.2010 \$
Level 1	Year 1	47,886	49,754	51,694
	Year 2	49,690	51,628	53,641
	Year 3	52,751	54,808	56,946
	Year 4	56,376	58,575	60,859
Level 2	Year 1	60,266	62,616	65,058
	Year 2	64,089	66,588	69,185
	Year 3	67,208	69,829	72,552
	Year 4	69,378	72,084	74,895
Level 3	Year 1	74,621	77,531	80,555
	Year 2	77,119	80,127	83,252
Level 4	Year 1	80,974	84,132	87,413
	Year 2	82,998	86,235	89,598
Level 5	Year 1	87,148	90,547	94,078
	Year 2	89,327	92,811	96,431
Level 6	Year 1	93,756	97,412	101,211
	Year 2	96,139	99,888	103,784
Level 7	Grade 1	100,945	104,882	108,972
	Grade 2	105,992	110,126	114,421
	Grade 3	111,291	115,631	120,141
Level 8	Grade 1	105,992	110,126	114,421
	Grade 2	111,291	115,631	120,141
	Grade 3	116,856	121,413	126,148
	Grade 4	122,699	127,484	132,456

Table 2 - Sole Practitioner Allowance

Sole Practitioner Allowance	1.7.2008 \$	1.7.2009 \$	1.7.2010 \$
Per annum	5,243	5,447	5,660

J. McLEAY, Commissioner

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

1. Delete paragraph (iv) of subclause (a) in clause 7, Wages, of the award published 2 August 1996, (294 I.G. 77), as varied, and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.
2. Delete Table 1 - Monetary Rates for Trainees, and Table 2 - Monetary Rates for School Based Traineeships, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Monetary Rates For Trainees

	Highest Year of Schooling Completed Skill Level A		
	Full Pay Period On or after 29 January 2008		
	Year 10	Year 11	Year 12
School Leaver	247.00	272.00	326.00
1 year out of school	272.00	326.00	379.00
2 years out of school	326.00	379.00	441.00
3 years out of school	379.00	441.00	505.00
4 years out of school	441.00	505.00	505.00
5 years out of school	505.00	505.00	505.00

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

Table 2 - Monetary Rates For School Based Traineeships

	Year of Schooling	
	First Full Pay Period on or after 29 January 2008	
	Year 11	Year 12
School Based Traineeship Skill Level A	247.00	272.00

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

3. This variation shall take effect from the first full pay period on or after 29 January 2009.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

PHARMACY ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The New South Wales Pharmacy Guild, Industrial Organisation of Employers.

(No. IRC 75 of 2009)

Before Commissioner Bishop

12 February 2009

VARIATION

1. Delete clause 19, Work Standards and Classification Arrangements for Pharmacy Assistants of the Award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:

19. Work Standards and Classification Arrangements for Pharmacy Assistants

19.1 Limitation of Work

19.1.1 Pharmacy assistants assist pharmacists in the provision of goods and services to the community.

19.1.2 Pharmacy assistants perform tasks which support pharmacists in the discharge of the pharmacists' legal and professional responsibilities to the community.

19.1.3 Pharmacy assistants must undertake duties as directed within the limits of their competence.

19.1.4 Pharmacy assistants work under the direction and supervision of pharmacists.

19.2 Competencies

19.2.1 A Pharmacy Assistant Competency Level 1 first six months is an employee who has commenced employment in a community pharmacy and is in the process of acquiring the competencies listed for a holder of Certificate I in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.

19.2.2 A Pharmacy Assistant Competency Level 1 is an employee who has acquired the competencies listed for a holder of Certificate I in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.

19.2.3 A Pharmacy Assistant Competency Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.

19.2.4 A Pharmacy Assistant Competency Level 3 is an employee who has acquired the competencies listed for a holder of a Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level. A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2.

19.2.5 A Pharmacy Assistant Competency Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.

- 19.3 The competencies endorsed by the National Quality Council on 17 September 2007 are set out in schedule A.

19.4 Savings

19.4.1 Nothing in this clause shall be deemed to be construed to:

19.4.1.1 Reduce the salary, wages or allowances;

19.4.1.2 Alter unfavourably the terms and conditions of employment applying to any one employee immediately prior to the date of operation of this variation.

2. Insert after clause 49, Area, Incidence and Duration the following:

SCHEDULE A

As at 17 September 2007 the competencies endorsed under the Community Pharmacy Training Package are:

Pharmacy Assistant Competency Level 1

SIRXCOM001A	Communicate in workplace
SIRPDIS001A	Except prescriptions and delivered medicine
SIRPPKS001A	Support the sale of pharmacy and pharmacist only medicines
SIRXCCS001A	Apply point of sale handling procedures
SIRXCLM001A	Organise and maintain work areas
SIRXRSK001A	Minimise theft
SIRXICT001A	Operate retail technology

Pharmacy Assistant Competency Level 2

Competencies required for Pharmacy Assistant Competency Level 1 plus:

SIRPDIS001A	Accept prescriptions and deliver medicine
SIRPPKS001A	Support the sale of pharmacy and pharmacist only medicines
SIRPPKS002A	Identify, locate and sell products related to allergies
SIRPPKS003A	Identify, locate and sell analgesic and anti-inflammatory products
SIRPPKS005A	Identify, locate and sell cough and cold products
SIRPPKS006A	Identify, locate and sell eye, ear and oral care products
SIRPPKS007A	Identify, locate and sell products for gastro-intestinal conditions
SIRPPKS008A	Identify, locate and sell first aid and wound care products
SIRPPKS009A	Identify, locate and sell products for skin and fungal conditions
SIRXCCS001A	Apply point-of-sale handling procedures
SIRXCCS002A	Interact with customers
SIRXCLM001A	Organise and maintain work areas
SIRXCOM001A	Communicate in the workplace
SIRXIND001A	Work effectively in a retail environment
SIRXINV001A	Perform stock control procedures
SIRXMER001A	Merchandise products
SIRXOHS001A	Apply safe working practices
SIRXRSK001A	Minimise theft
SIRXSL001A	Sell products and services

Plus any 3 units from: Select any three

SIRXICT001A	Operate retail technology
SIRPDIS002A	Deliver prescription medicines to customers outside the pharmacy
SIRXFIN001A	Balance point-of-sale terminal
SIRPPKS004A	Identify, locate and sell baby and infant products
SIRXRPK001A	Recommend health and nutritional products and services
SIRXRPK002A	Recommend hair, beauty and cosmetic products and services

Pharmacy Assistants Competency Level 3

Competencies required for Pharmacy Assistant Level 2 plus:

SIRPDIS001A	Accept prescriptions and deliver medicine
SIRPPKS001A	Support the sale of pharmacy and pharmacist only medicines
SIRPPKS002A	Identify, locate and sell products related to allergies
SIRPPKS003A	Identify, locate and sell analgesic and anti-inflammatory products
SIRPPKS005A	Identify, locate and sell cough and cold products
SIRPPKS006A	Identify, locate and sell eye, ear and oral care products
SIRPPKS007A	Identify, locate and sell products for gastro-intestinal conditions
SIRPPKS008A	Identify, locate and sell first aid and wound care products
SIRPPKS009A	Identify, locate and sell products for skin and fungal conditions
SIRXCCS001A	Apply point-of-sale handling procedures
SIRXCCS002A	Interact with customers
SIRXCLM001A	Organise and maintain work areas
SIRXCOM001A	Communicate in the workplace
SIRXIND001A	Work effectively in a retail environment
SIRXINV001A	Perform stock control procedures
SIRXMER001A	Merchandise products
SIRXOHS001A	Apply safe working practices
SIRXRSK001A	Minimise theft
SIRXSLS001A	Sell products and services

Plus 3 Units from:

Dispensary	SIRPDIS003A	Assist in dispensary operations
	SIRPDIS004A	Assist in dispensary stock control
	SIRPDIS005A	Assist in preparing dose administration containers
Community Pharmacy Product	SIRPPKS011A	Provide information, products and services on asthma
	SIRPPKS012A	Provide information, products and services on blood pressure
	SIRPPKS013A	Provide information, products and services on complementary medicine
	SIRPPKS014A	Provide information, products and services on diabetes
	SIRPPKS015A	Provide information, products and services on diet, nutrition and weight management
	SIRPPKS016A	Provide information, products and services to support home health care
	SIRPPKS017A	Provide information, products and services on pregnancy and maternal health
	SIRPPKS018A	Provide information, products and services on smoking cessation
	SIRPPKS019A	Provide information, products and services on women's and men's health
SIRPPKS020A	Provide information, products and services on wound care	

Plus 10 Units selected as follows. A maximum of 10 electives may be selected from Group A and Group B. The maximum of 2 electives may be selected from Group C. Units selected must be additional to those already accounted towards a lower level qualification within this training package.

Dispensary	SIRPDIS003A	Assist in dispensary operations
	SIRPDIS004A	Assist in dispensary stock control
	SIRPDIS005A	Assist in preparing dose administration containers
	SIRPPKS011A	Provide information, products and services on asthma
	SIRPPKS012A	Provide information, products and services on blood pressure

Community Pharmacy: Product	SIRPPKS013A	Provide information, products and services on complementary medicine
	SIRPPKS014A	Provide information, products and services on diabetes
	SIRPPKS015A	Provide information, products and services on diet, nutrition and weight management
	SIRPPKS016A	Provide information, products and services to support home health care
	SIRPPKS017A	Provide information, products and services on pregnancy and maternal health
	SIRPPKS018A	Provide information, products and services on smoking cessation
	SIRPPKS019A	Provide information, products and services on women's and men's health
	SIRPPKS020A	Provide information, products and services on wound care
Group B		
Administration	SIRXADM001A	Apply retail office procedures
	SIRXADM002A	Coordinate retail office
Finance	SIRXFIN002A	Perform retail finance duties
	SIRXFIN003A	Produce financial reports
Human Resources Management	BSBCM304A	Contribute to personal skill development and training
	TAAASS301A	Contribute to assessment
	TAADEL301A	Provide training through instruction and demonstration of work skills
Inventory	SIRXINV002A	Maintain and order stock
Merchandising	SIRXMER002A	Coordinate merchandise presentation
	SIRPMER001A	Market and promote pharmacy products and services area
Management and Leadership	SIRXMG001A	Coordinate work teams
	SIRXMGT002A	Maintain employee relations
Risk Management and Security	SIRXRSK003A	Apply store security systems and procedures
Quality and Innovation	SIRXQUA005A	Maintain operational quality and productivity
Sales	SIRXSL003A	Coordinate sales performance
	SIRXSL004A	Build relationships with customers
Group C		
Computer Operations and ICT Management	SIRXICT001A	Operate retail technology
Dispensary	SIRPDIS002A	Deliver prescription medicines to customers outside the pharmacy
Finance	SIRXFIN001A	Balance point-of-sale terminal
Community Pharmacy: Product	SIRPPKS004A	Identify, locate and sell baby and infant products
Retail Product Knowledge	SIRXRPK001A	Recommend health and nutritional products and services
	SIRXRPK002A	Recommend hair, beauty and cosmetic products and services

Pharmacy Assistant Competency Level 4

Competencies required for Pharmacy Assistant Competency Level 4 plus:

HLTCSD306B	Respond effectively to difficult or challenging behaviour
SIRPDIS001A	Accept prescriptions and deliver medicine
SIRPPKS001A	Support the sale of pharmacy and pharmacist only medicines
SIRPPKS002A	Identify, locate and sell products related to allergies
SIRPPKS003A	Identify, locate and sell analgesic and anti-inflammatory products
SIRPPKS005A	Identify, locate and sell cough and cold products
SIRPPKS006A	Identify, locate and sell eye, ear and oral care products
SIRPPKS007A	Identify, locate and sell products for gastro-intestinal conditions
SIRPPKS008A	Identify, locate and sell first aid and wound care products

SIRPPKS009A	Identify, locate and sell products for skin and fungal conditions
SIRPPK0010A	Assist in the management of pharmacy and pharmacist only medicines
SIRXCCS003A	Coordinate interaction with customers
SIRXIND001A	Work effectively in a retail environment
SIRXINV001A	Perform stock control procedures
SIRXMER001A	Merchandise products
SIRXMGT003A	Lead and manage people
SIRXOHS001A	Apply safe working practices
SIRXOHS002A	Maintain store safety
SIRXOHS003A	Provide a safe working environment
SIRXRSK001A	Minimise theft
SIRXRSK002A	Maintain store security
SIRXSLS005A	Manage sales service and delivery

Plus eleven (11) units selected as follows:

A maximum of six (6) units may be selected from Group A. A minimum of five (5) and a maximum of eleven (11) elective units may be selected from the Group B. A maximum of two (2) units may be selected from Group C. Units selected must be additional to those already counted towards a lower level qualification within this Training Package.

Group A - a maximum of six (6) units may be selected from this group		
Dispensary	SIRPDIS003A	Assist in dispensary operations
	SIRPDIS004A	Assist in dispensary stock control
	SIRPDIS005A	Assist in preparing dose administration containers
Community Pharmacy: Product	SIRPPKS011A	Provide information, products and services on asthma
	SIRPPKS012A	Provide information, products and services on blood pressure
	SIRPPKS013A	Provide information, products and services on complementary medicine
	SIRPPKS014A	Provide information, products and services on diabetes
	SIRPPKS015A	Provide information, products and services on diet, nutrition and weight management
	SIRPPKS016A	Provide information, products and services to support home health care
	SIRPPKS017A	Provide information, products and services on pregnancy and maternal health
	SIRPPKS018A	Provide information, products and services on smoking cessation
	SIRPPKS019A	Provide information, products and services on women's and men's health
SIRPPKS020A	Provide information, products and services on wound care	
Group B - A minimum of five (5) and a maximum of eleven (11) elective units may be selected from this group.		
Cleaning And Maintenance	SIRXCLM002A	Manage store facilities
Finance	SIRXFIN004A	Manage financial resources
	BSBADM308A	Process payroll
Human Resources Management	SIRXHRM001A	Administer human resources policy
	SIRXHRM002A	Recruit and select personnel
	TAAASS401A	Plan and organise assessment
	TAADEL402A	Facilitate group-based learning
Inventory	TAADEL404A	Facilitate work-based learning
	SIRXINV004A	Buy merchandise
Merchandising	SIRXINV005A	Control inventory
	SIRXMER004A	Manage merchandise and store presentation

Risk Management And Security	SIRXRSK004A	Control store security
Group C - A maximum of two (2) elective units may be selected from this group		
Administration	SIRXADM001A	Apply retail office procedures
	SIRXADM002A	Coordinate retail office
Computer Operations And ICT Management	SIRXICT001A	Operate retail technology
Community Pharmacy: Dispensary	SIRPDIS002A	Deliver prescription medicines to customers outside the pharmacy
Finance	SIRXFIN001A	Balance point-of-sale terminal
	SIRXFIN002A	Perform retail finance duties
	SIRXFIN003A	Produce financial reports
Human Resources Management	BSBCMN304A	Contribute to personal skill development and learning
	TAADEL301A	Provide training through instruction and demonstration of work skills
	TAAASS301A	Contribute to assessment
Inventory Merchandising	SIRXINV002A	Maintain and order stock
	SIRPMER001A	Market and promote pharmacy products and services area
	SIRXMER002A	Coordinate merchandise presentation
Management And Leadership	SIRXMGT001A	Coordinate work teams
	SIRXMGT002A	Maintain employee relations
	SIRXMGT006A	Initiate and implement change
Quality And Innovation	SIRXQUA005A	Maintain operational quality and productivity
Risk Management And Security	SIRXRSK003A	Apply store security systems and procedures
Sales	SIRXSLS003A	Coordinate sales performance
	SIRXSLS004A	Build relationships with customers
Community Pharmacy: Product	SIRPPKS004A	Identify, locate and sell baby and infant products
Retail Product Knowledge	SIRXRPK001A	Recommend health and nutritional products and services
	SIRXRPK002A	Recommend hair, beauty and cosmetic products and services

3. This variation shall take effect on and from 12 February 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2108 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definition
2.	Salaries
3.	Payment of Salaries
4.	Qualification Allowance
5.	In-charge Allowance
6.	Hours of Work
7.	Part Time Employees
8.	Penalty Rates
9.	Time Worked
10.	Meal Breaks
11.	Overtime
12.	On Call and Call Back
13.	Higher Duties Allowance
14.	Annual Leave
15.	Public Holidays
16.	Sick Leave
17.	Maternity, Adoption and Parental Leave
18.	Family and Community Services Leave and Personal/Carer's Leave
19.	Long Service Leave
20.	Board and Accommodation
21.	Uniform and Laundry Allowances
22.	Termination of Employment
23.	Settlement of Disputes
24.	Anti-Discrimination
25.	Study Leave
26.	Travelling Allowances
27.	Leave Reserved
28.	Mobility, Excess Fares and Travelling
29.	Secondment
30.	Relocation Expenses
31.	Labour Flexibility
32.	Redundancy-Managing Displaced Employees
33.	Salary Packaging
34.	Reasonable Hours
35.	Salary Sacrifice to Superannuation
36.	Area, Incidence and Duration

PART B

Table 1 - Allowances and Other Rates

Schedule 1

PART A**1. Definitions**

"Director of Public Employment" means the position of that name established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Director-General" means the Director-General of the Department of Health.

"Employer" means the Director-General exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).

"Health Service" means an Area Health Service 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 under section 15 of the *Health Services Act 1997*.

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

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of New South Wales as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian 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
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of New South Wales and acceptable to the employer, including fellowship of the Royal Australian College of General Practitioners.

"Intern" means a medical officer serving in a hospital prior to obtaining full registration pursuant to the *Medical Practice Act 1992*.

"Registrar" means a medical officer who:

- (i) has had at least three years' experience in public hospital service as defined under this award or any lesser period acceptable to the Department of Health, and
- (ii) is appointed as a registrar by a hospital, and
- (iii) is occupying a position of registrar in an established position as approved by the employer.

"Resident" means a medical officer who has obtained full registration.

"Senior Registrar" means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position as approved by the employer.

"Service" for the purpose of clause 2, Salaries, means service before and/or after the commencement of this award in one or more hospitals or in other institutions approved from time to time by agreement between the parties of this award. It shall include service as a medical officer in the Australian Armed Forces and service, whether continuous or not, in other hospitals within the Commonwealth of Australia.

"Union" means the Health Services Union.

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

3. Payment of Salaries

- (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, except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location.
- (iii) Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day, provided that this requirement shall not apply where employees nominate accounts 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 pay day.
- (iv) Penalty rates and overtime worked during the second week of the pay fortnight may be paid to employees in the next pay period by the employer.
- (v) Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their day or days off.
- (vi) 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.

4. Qualification Allowance

An allowance detailed in the Medical Officers section of the Health Professional and Medical Salaries Award shall be paid to officers who obtain an appropriate higher medical qualification subject to graduation.

Provided that this clause shall not apply to an officer who is appointed as a Senior Registrar, the salary rate prescribed in clause 2, Salaries, of this award for such position having taken into account that a higher medical qualification is a prerequisite for appointment.

Provided further that, where an officer in his/her fifth and subsequent years of training is expected to meet the formal requirements of a higher medical qualification in that year, he shall be paid half the qualification allowance.

5. In-Charge Allowance

An allowance as set out in Item 1 of Table 1, Allowances, shall be paid to medical officers for each twelve hours, or part thereof, of continuous in-charge duty for responsibility for after-hours medical services.

6. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in sub-clause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by clause 2, Salaries, of this award.
- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or, where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than four hours in length.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.
- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number:

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vii) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also, where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This clause

shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.

7. Part Time Employees

- (i) Medical officers engaged on a part time basis as at 1 June 1993 under the provisions of Agreement No 1 of 1975 made in accordance with section 40BA of the *Public Hospitals Act* 1929, were able to elect to be employed as part time employees under the provisions of this clause. Part time employees who did not make such an election continue to be subject to the provisions of Agreement No. 1 of 1975 (see NSW Health Policy Directive PD2005_474) in lieu of the provisions of this clause.
- (ii) A part time medical officer is one who is appointed by the employer to work a specified number of hours which are less than those prescribed for the same classification employed on a full time basis under this Award.
- (iii) A part time medical officer shall be entitled to all other benefits of this Award not expressly provided for herein in the same proportion as their ordinary hours of work bear to full time hours.
- (iv) A part time medical officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the same classification employed on a full time basis under Clause 2 Salaries of this Award with a minimum payment for two hours for each start.
- (v) A part time medical officer shall not be entitled to an additional day off or part thereof as prescribed in subclause (ii) of Clause 6 Hours of Work of this Award.
- (vi) Annual Leave

A part time medical officer shall be granted on completion of each 12 months service four weeks annual leave on ordinary pay.

- (vii) Overtime
 - (a) Overtime shall be paid for at the rate of time and one half for the first two hours and double time for the remaining hours worked provided that all overtime performed on Sundays shall be paid for at the rate of double time.
 - (b) Overtime will be paid to part time medical officers as follows:
 - (1) All time worked in excess of the ordinary hours as prescribed in clause 6 Hours of Work of this Award; or
 - (2) All time worked in excess of ten hours in any one shift
- (viii) Public Holidays
 - (a) For the purposes of this clause, public holidays are as set out in subclause (iv) of Clause 15 Public Holidays of this Award.
 - (b) A public holiday occurring on a part time medical officer's ordinary working day shall be allowed to employee's without loss of pay.
 - (c) Where a part time medical officer is required to and does work on a public holiday, the medical officer shall have their ordinary rostered hours on that day added to the period of their annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the medical officer.
 - (d) Hours worked on public holidays shall be paid at the rate of time and one half.

8. Penalty Rates

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate.

- (i) Hours worked between 6.00 p.m. and midnight, Monday to Friday - 12.5 per cent.
- (ii) Midnight and 7.00 a.m., midnight Sunday to midnight Friday - 25 per cent.
- (iii) Midnight Friday and midnight Saturday - 50 per cent.
- (iv) Midnight Saturday and midnight Sunday - 75 per cent.

9. Time Worked

Time worked means the time during which an officer is required by the employer to be in attendance at a hospital for the purpose of carrying out such functions as the employer may call on him to perform, and it shall include times when the officer, in waiting to carry out some active function, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include breaks allowed and actually taken for meals.

Provided further that where an officer attends of his/her own volition outside of hours rostered on duty, or where an officer remains in attendance when formally released from the obligation to perform professional duties, the employer shall not be liable to make any payment for such attendance.

10. Meal Breaks

The principles to be applied by the employer in relation to meal breaks for Resident Medical Officers are outlined in Departmental Circular No. 88/251.

Day Shifts - Monday to Friday

- (i) In the interests of patient care and the health and welfare of medical staff, officers must have a break from duty for the purpose of taking a meal.
- (ii) There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (iii) If officers are required to work during their meal break they shall be paid for the time worked.
- (iv) Medical Administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal break and to ensure that payment is made.

Shifts Other than Day Shifts - Monday to Friday

The arrangements outlined in Circular No. 83/250 of 19 August, 1983 in relation to meal breaks during shifts other than Day Shifts, Monday to Friday, will continue to apply.

11. Overtime

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, of this award, shall be paid at the rate of time and one-half for the first two hours, and double time thereafter provided that all overtime performed on a Sunday, shall be at double time.
- (ii) An officer who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime:

- (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6.00 a.m.;
- (b) as set out in Item 2 of Table 1, Allowances, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 p.m.;
- (c) as set out in Item 2 of Table 1, Allowances, for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or holidays.

Or shall be provided with adequate meals in lieu of such payments.

The rates prescribed in this subclause shall be varied in accordance with any variations in the rates payable under Division 3 of the Public Sector Employment and Management (General) Regulation 1996.

12. on Call and Call Back

- (i) An "on call period" is a period during which an officer is required by the employer to be on call.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 3 of Table 1, Allowances, and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 3 with a maximum payment as set out in the said Item 3 per week.
- (iv) Subject to subclauses (v) - (ix) below, officers who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Officers may be required to perform other work that arises during the recall period. Officers shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of officers from recall duty.
- (vii) Officers who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (viii) Officers who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Officers required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred in being available for emergency duty.

13. Higher Duties Allowance

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

14. Annual Leave

- (i) All officers shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months' service plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
 - (a) if 35 or more such periods on such days have been worked - one week;
 - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
 - (c) work performed by reason of call backs pursuant to clause 12, On Call and Call Back, of this award shall be disregarded when assessing an officer's entitlement under the subclause.
 - (d) The calculations referred to in paragraphs (a) and (b) of this subclause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (iii) Annual leave shall be given and shall be taken in one consecutive period, or, if the officer and the employer so agree, in either two or three separate periods, but not otherwise.
- (iv) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the officer, be postponed for a further period not exceeding six months.
- (v) If the officer and the employer so agree, the annual leave or any such separate periods, may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (vi) Except as provided by this clause, payment shall not be made by the employer to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
- (vii) The employer shall give the officer at least two months' notice of the date from which his or her annual leave is to be taken.
- (viii) The employer shall pay each officer before entering upon annual leave his or her ordinary rate of salary for the period of leave. For the purposes of this subclause "ordinary rate of salary" means the award rate of salary and qualification allowance if applicable.
- (ix) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service together with such additional annual leave entitlements due under subclause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this award.
- (x) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to subclause (v), of this clause; and
 - (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part was taken; and
 - (b) the sum paid by the employer to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the officer under subclause (ix) of this clause;

- (c) the employer shall not be liable to make any payment to the officer under the said subclause (ix) and shall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.

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 Department of Health.

15. Public Holidays

- (i) Public holidays shall be allowed to officers on full pay.
- (ii) Where an officer is required to, and does work on any of the public holidays set out in this clause, the officer shall be paid for the hours worked at the rate of time and one-half. In addition, the officer shall have one day added to annual leave for each public holiday so worked unless time off in respect of time worked on such public holiday has been granted.
- (iii) Where a public holiday falls on a rostered day off, the officer shall have one day added to annual leave.
- (iv) 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, Eight Hour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital is situated.

16. Sick Leave

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 "ordinary" hours 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 the medical superintendent or 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 the expiration of three months' continuous service;
 - (c) each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence;
 - (d) 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 an 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;
 - (e) an officer is not eligible for sick leave during periods when he would have normally been rostered on overtime shifts;
 - (f) an officer is not entitled to more than 8 hours' sick leave in respect of any one day.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of clause 19, Long Service Leave, of this award.

- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable, under clause 21, Uniform and Laundry Allowance, of this award.
- (iv) The employer shall not terminate the services of an officer except on the grounds of misconduct during the currency of any periods of paid sick leave.
- (v) Sick leave as defined, shall accrue and be transferable between hospitals, at the rate of 76 hours per year of continuous service, minus hours taken.

17. 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.

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

(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 anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (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 subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

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

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

the employee or employee's spouse is pregnant; or

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

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

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

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

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

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

A. FACS Leave

- (i) FACS Leave - General

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

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

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

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

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

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

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

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

(iv) FACS Leave - entitlement

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

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

whichever method provides the greater entitlement.

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

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

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

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

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

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

(v) Additional FACS leave for bereavement purposes

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

(vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 11, Overtime.

- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie 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 subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie 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.

19. 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 the NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time..

- (b) Broken periods of service with the employer 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 a 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 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 (excluding part-time service under Clause 7 of this Award), except as provided in subclause (d) of this clause.

- (d) An employee shall be entitled to have previous part time service under Agreement No.1 of 1975 which is the equivalent of at least two full day's duty per week taken into account for long service leave purposes in conjunction with full time service or part time service under Clause 7 of this Award, on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 June 1987 and bears to 38 on and from 1 July 1987, provided the part time service merges without break with the subsequent full time or part time service.

- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:

on full pay;

on half pay; or

on double pay.

- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- a period of leave on full pay - the number of days so taken;
 - a period of leave on half pay - half the number of days so taken; or
 - 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 PD2006_096 Staff Mobility, 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.

20. Board and Accommodation

- (i) Where an officer lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award.
- (ii) Where individual meals only are provided, the officer may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award.

- (iii) No deduction shall be made from the salary of an officer for board and accommodation when the officer is absent on annual, sick or long service leave, provided that the employer shall be entitled to make the deduction for accommodation where the officer:
 - (a) having been requested to leave his/her room completely vacant fails to do so; or
 - (b) is absent on sick leave and such absence does not exceed six consecutive days.

21. Uniform and Laundry Allowance

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where the employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
 - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 4 of Table 1, Allowances ;
 - (b) in other cases, an amount as also set in Item 4 of Table 1.

22. 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.

23. 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 Director-General, 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 Director-General 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 recommendations 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*.

24. 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:.

25. Study Leave

- (i) Subject to the terms of this clause the employer may grant to officers other than interns, study leave without loss of pay as follows:

Face-to-face courses: Half hour study time for every hour of compulsory lecture and/or tutorial attendance, up to a maximum of four hours study time per week. Where no face-to-face course is provided: A maximum of four hours study time per week for a maximum of 27 weeks per year.
- (ii) Study leave shall only be granted in respect of a course:
 - (a) leading to higher medical qualifications as defined in clause 1, Definitions, of this award; and
 - (b) in respect of a qualification which when obtained would be relevant to the needs of the hospital.
- (iii) The officer shall submit to the employer a timetable of the proposed course of study and evidence of the officer's enrolment in the course.
- (iv) The grant of study leave is subject to the convenience of the employer and should not interfere with the maintenance of essential services or with patient care.

- (v) Periods of study leave granted shall not be taken into account for the purposes of calculating overtime payments;
- (vi) Study leave granted subject to the terms of this clause, may be accrued to a maximum of seven working days for the purpose of enabling the officer to study prior to a written, oral or clinical examination. An option to accumulate study leave in terms of this subclause shall be exercised at the commencement of each academic year and the officer shall notify the employer accordingly;
- (vii) Officers who have given continuous service of more than one year shall be allowed to accrue study leave not taken up to a maximum of fourteen calendar days.

26. Travelling Allowances

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for a mileage allowance equivalent to the "Transport Allowance" mileage rate payable to members of the New South Wales Public Service as determined by the Director of Public Employment from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the employer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the above-mentioned mileage allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the employer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 850 kilometres of official running, he/she shall be paid at the "Official Business Rate" prescribed by the Regulation of the Authority at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business:
 - (a) occurs when an officer is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
 - (b) does not include "call backs";
 - (c) shall include other arrangements as agreed to between the employer and the Union from time to time.
- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

27. Leave Reserved

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 provides that leave reserved is granted to the Union to make application under the Wage Fixing Principles in relation to this Award. The employer may also make application under the Wage Fixing Principles in respect to this Award.

28. 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 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 prescribed from time to time by the Director of Public Employment.
- (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 a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Director-General who 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.

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 Director of Public Employment 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.

29. Secondment

- (i) Allowance - An officer, other than an intern, seconded to work in a hospital listed at Schedule 1 of this Award shall have his/her salary increased by one incremental step, by way of allowance, for the period the officer works in such hospital.

For the duration of the officer's secondment, other than periods of leave, the allowance shall be treated as salary for the purpose of calculating overtime and shift penalties.

- (ii) Travel - An officer referred to in subclause (i) of this clause shall be allowed a paid journey to Sydney and return by economy class airfare or equivalent thereof for each period of 7 weeks in the employment of a hospital listed at Schedule 1 of this Award.

At the discretion of the employer the paid journey may be taken in advance. Such travel may be used for the purpose of furthering the officer's medical education.

30. Relocation Expenses

Where an officer is employed by the employer within the metropolitan area and applies for and obtains a permanent position at a country location (being either a position covered by this Award or a Career Medical Officer position), the costs incurred by the officer in respect to removal of furniture and effects and conveyancing in the purchase of a residence are to be refunded by the employer on the following basis:

At the time the appointment is taken up: 50% of costs incurred.

After one year's service at the country location: a further 25% of the costs incurred.

After two years service at the country location: the remaining 25% of the costs incurred.

These arrangements become effective in relation to country appointments made after 1 January 1989.

31. Labour Flexibility

- (i) The employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with the employee's classification, grouping and/or career stream provided that such duties are not designed to promote de-skilling.
- (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.

32. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive 2007_085 - Managing Displaced Staff of the NSW Health Service,, as amended from time to time.

33. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

34. Reasonable Hours

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) The employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is 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.

35. 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 33 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.

36. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Officers (State) Award published 10 March 2006 (357 I.G. 898) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B**Table 1 - Allowances and Other Rates**

Item No.	Clause No.	Description	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
1	5	In charge Allowance	15.60	16.20	16.80
2	11(ii)(a)	Meal Allowance for overtime (a) Breakfast at or before 6.00 a.m. (b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m. (c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	23.60 23.60 23.60	23.60 23.60 23.60	23.60 23.60 23.60
3	12(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty On-call allowance per on-call period which coincides with a rostered day off per week	12.15 24.30 85.05	12.60 25.20 88.20	13.10 26.20 91.70
4	21(ii)(a)	Uniform and Laundry Allowance Full uniform including special shoes if required Other cases	2.30 1.70	2.30 1.70	2.30 1.70

SCHEDULE 1

Albury Base Hospital

Armidale and New England Hospital

Bathurst Base Hospital

Bega Hospital

Broken Hill Hospital

Coffs Harbour Hospital

Dubbo Base Hospital

Goulburn Base Hospital

Grafton Base Hospital

Griffith Hospital

Lismore Base Hospital

Manning Hospital

Orange Base Hospital

Port Macquarie Base Hospital

Shoalhaven Memorial Hospital

Tamworth Rural Referral hospital

Taree Base Hospital

Tweed Heads District Hospital

Wagga Wagga Base Hospital

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2089 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

Arrangement

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

1. Definitions

- (i) "Biomedical Engineer" means a person appointed as such having qualifications acceptable to the Institution of Biomedical Engineers as an Associate, or such other qualifications deemed by the employer to be appropriate.
- (ii) "Director/Deputy Director" means an officer appointed as Head of a Department or as Second-in-Charge of a Department provided that such position is approved by the employer and such officer having qualifications acceptable to the Institution of Biomedical Engineers to be a member of such institution, or such other qualifications deemed appropriate by the employer.
- (iii) "Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).
- (iv) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.
- (v) "Union" means the Health Services Union.
- (vi) "Service" means service before and/or after commencement of this award as a biomedical engineer in any one or more hospitals in New South Wales or any other hospital deemed acceptable by the employer.

2. Grading Committee

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

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

Provided that:

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

3. Salaries

For current salaries refer Health Professional and Medical (State) Award.

4. On Call

- (i) An "on-call period" is a period during which an officer is required by the hospital where he or she is employed to be on call.
- (ii) For the purposes of calculation of payment of on-call allowance and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period, an allowance which shall be at the option of the employer, either per on-call period or per week.
- (iv) The on-call rates are set out in Table 1 - On Call Rates, of this Award.

5. Exemptions

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

6. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

7. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

8. Labour Flexibility

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

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Professional Engineers (Biomedical Engineers) (State) Award published 3 March 2006 (357 I.G. 812) 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.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

Table 1 - On-call Rates

Clause No.	Description	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
4	On-call Allowance			
	Per on-call period	6.77	7.03	7.30
	Per week	33.85	35.15	36.50

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2090 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

"Health Service" means an Area Health Service 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*.

"Residential Services Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals or area health services, and which are located either in the general community or in the grounds of hospitals excepting any "off-campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

"Union" means the Health Services Union.

2. Salaries

Salaries for Residential Services Assistants shall be as set out in Table 1-Salaries, of Part B, Monetary Rates.

3. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union.

4. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award shall apply.

6. Anti-Discrimination

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

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Residential Services (State) Award published 3 March 2006 (357 I.G. 815) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
Residential Services Assistant			
1 st year of service	779.60	810.00	841.60
2 nd year of service	795.10	826.10	858.30
3 rd year of service	810.60	842.20	875.00
4 th year of service	829.60	862.00	895.60
5 th year of service	844.80	877.70	911.90

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2102 of 2008)

Before Commissioner McLeay

12 November 2008

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

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Grading Committee
4.	Annual Leave
5.	Sick Leave
6.	Maternity, Adoption and Parental Leave
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.	Redundancy-Managing Displaced Employees
15.	Family and Community Services Leave and Personal/Carer's Leave
16.	Labour Flexibility
17.	Termination of Employment
18.	Salary Packaging
19.	Reasonable Hours
20.	Salary Sacrifice to Superannuation
21.	Area, Incidence and Duration

PART A**1. Definitions**

"Director of Public Employment" means the position of that name established under Chapter 6 of the Public Sector Employment and Management Act 2002.

"Director-General" means the Director-General of the Department of Health.

"Employer" means the Director-General exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).

"Health Service" means an Area Health Service 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 New South Wales 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 New South Wales and acceptable to the Health Administration Corporation.

"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.

"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 Department of Health.

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.

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

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

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the

currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

(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 anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

(d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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

(iv) Applications

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

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

(b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.

(c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

(d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

- (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 subclauses (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
- (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate, 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 Part D, Right to Request, and Part E, Communication During Leave, of this clause.
- (d) Liability for Superannuation Contributions

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

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 the NSW Health Policy Directive PD2006_096 Staff Mobility, 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 PD2006_096 Staff Mobility, 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 Director-General 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 Director-General 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 Director of Public Employment.
- (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 sub-clause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Health Administration Corporation 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 Director of Public Employment, 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. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive 2007_085, Managing Displaced Staff of the NSW Health Service, as amended from time to time.

15. 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 eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and
- (2) the person concerned being as defined in subclause (i) of Part B of this clause.

- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

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

(iii) Use of other leave entitlements

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

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

(iv) 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 subclause (i)(a) of Part A of this clause.

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

16. 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 sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

17. 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.

18. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/ garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

19. Reasonable Hours

- (i) Subject to sub-clause (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 sub-clause (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.

20. 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 19. 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.

21. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospitals Medical Superintendents (State) Award published 3 March 2006 (357 I.G. 757) 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 section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF) CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2107 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

Arrangement

Clause No.	Subject Matter
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3.	Roster of Hours
4.	Climatic and isolation allowance
5.	Part-time Employees
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8A.	On Call - Physiotherapists, Occupational Therapists and Speech Pathologists
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33. Labour Flexibility
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35. Salary Sacrifice to Superannuation
36. Reasonable Hours
37. No Extra Claims
38. Induction and Orientation
39. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates and Allowances

PART A

1. Definitions

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

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

"Employer" means the Director-General exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).

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

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

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

- (a) an area health service; or
- (b) a statutory health corporation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

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

"Union" means the Health Services Union.

2. 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.
- (ii) The ordinary hours of work for shift workers exclusive of meal times shall be 152 hours per 28 calendar days.
- (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 days off duty shall be consecutive.

- (iv)
- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30 June 1984, working shifts of less than eight hours duration may:
 - (i) continue to work their existing total hours each 28 days but spread over 19 days, or
 - (ii) with the agreement of the employer, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
 - (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
 - (vi) 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 is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
 - (vii) Where the employer and the Union agree that exceptional circumstances exist in a particular hospital, or health institution an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the employee concerned, accumulate and be taken at a time mutually agreed upon between the employee and the employer. Provided that the maximum number of allocated days off duty which may accumulate under this subclause shall be three.
 - (viii) There shall be no accrual of 0.4 an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 12, Annual Leave of this award. However, where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave

Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
 - (ix) An employee 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 an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
 - (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
 - (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 11, Public Holidays of this award, the next working day shall be taken in lieu thereof.
 - (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay.

(xiii)

- (a) One twenty minute interval (in addition to meal break) shall be allowed each employee on duty for a tea break during each ordinary shift of 8 hours. Such interval shall count as working time. Part-time employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
- (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten (10) minute break and be permitted to proceed off duty ten (10) minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of this subclause will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.

(xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

3. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. 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 employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further that a roster may be altered at any time to enable the services of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been his/her day off such time worked shall subject to subclause (vi) of clause 2, Hours, of this award, be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with the said clause 2, that allocated day off duty is to be shown on the roster of hours for that employee.

4. Climatic and Isolation Allowance

- (i) Subject to subclause (ii), of this clause, persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowances set in Item 1 of Table 1 of Part B in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance set in Item 2 of Table 1 of Part B in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Vic.) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) The allowances prescribed by this clause are not cumulative.
- (iv) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (v) A part-time employee shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

5. Part-Time Employees

Part 1 - Permanent Part-time Employees

- (i) 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.
- (ii) 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.
- (iii) Employees engaged under this part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

Part II - Savings Provisions

- (i) Employees engaged as part-time employees as at 10 February 1992 were entitled to exercise the option of receiving the benefits of employment applicable to those employed under Part 1 of this clause or in lieu thereof the following:
 - (a) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, plus 15 per cent of the appropriate hourly rate.
 - (b) For entitlement to payment in respect of Annual Leave, see *Annual Holidays Act 1944*.
- (ii) An employee engaged as a part-time employee as at 10 February 1992 who has taken the option of payment in accordance with Part 1 of this clause cannot revert to the provisions of Part II.

Part III - Exclusions

With respect to employees employed under Part 1, the provisions of subclauses (i), (ii) and (iv) to (xii) of clause 2, Hours, shall not apply.

With respect to employees employed under Part II of this clause, the provisions of subclauses (i), (ii) and (iv) to (xii) of the said clause 2 and clause 8, Overtime shall not apply.

6. Board and Lodging

- (i) Where an employee is provided with accommodation in a traditional style Nurses' Home deductions from salary shall be made at the rate prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award, provided that no deduction shall be made when the employee is absent from the hospital for a period of at least six consecutive nights on annual, sick or long service leave.
- (ii) An employer shall provide for an employee who lives out light refreshment for morning and afternoon tea when the employee is on duty at times appropriate for the partaking thereof.

7. Relieving Other Members of Staff

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

8. Overtime

- (i) All time worked by employees outside the ordinary hours in accordance with clause 2, Hours and clause 3, Roster of Hours, of this award shall be paid for at the rates of time and one-half up to 2 hours each day and thereafter at the rate of double time; provided however, that all overtime worked on Sunday

shall be paid for at the rate of double time and all overtime worked on Public Holidays shall be paid for at the rate of double time and one half.

- (ii) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates. This clause shall not apply to employees covered by Clause 8b On Call Allowance - Social Workers and Sexual Assault Workers, of this Award.
- (viii) An employee recalled to work overtime as prescribed by subclause (ii), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work. Provided further that where an employee elects to use his/her own mode of transport, he/she shall be paid an allowance equivalent to the "Transport Allowance" specified from time to time by the Public Employment Industrial Relations Authority.
- (ix) When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (x) An employee who works so much overtime -
 - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours of duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next ordinary day or shift; shall, subject to this subclause, be released after completion of such overtime until he/she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of his/her employer, such an employee resumes or continues to work without having such eight consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xi) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (xii) This clause shall not apply to Social Workers or Sexual Assault Workers in circumstances where they are entitled to payment in accordance with provisions of Clause 8c, Call Out Allowance - Social Workers and Sexual Assault Workers, of this Award.

- (xiii) All time worked by employees employed pursuant to Part 1 of clause 5, Part-time Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on Public Holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

(xiv)

- (a) In lieu of the conditions specified in sub-clauses (i) and (ii) employees engaged in Community Health may be compensated for overtime worked by taking time in lieu of the overtime.
- (b) The time in lieu is to be taken within three months of the overtime being worked and is to be granted at the ordinary time rate.

If the time in lieu is not taken within the three months period it is to be paid to the employee at the appropriate overtime rate at the time the overtime was worked and at the wage rate applying at the time payment is made.

8A. on Call - Physiotherapists, Occupational Therapists and Speech Pathologists

- (i) This clause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under the NSW Health Service Health Professionals (State) Award.
- (ii) An "on call period" is a period during which an employee is required by the employer to be on call.
- (iii) For the purposes of calculation of payment of on-call allowances and for call back duty, an on call period shall not exceed 24 hours.
- (iv) An employee shall be paid for each on call period, at the option of the employer, either an allowance per on call period or an on call allowance per week. The on call allowances are set out in Item 8 of Table 1.

8B. on Call Allowance - Social Workers and Sexual Assault Workers

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award or under any other Determination.
- (ii) An "on call period" is a period during which an employee including part-time employees is required by the employer, to be on call in accordance with subclause (iii) of this clause.
- (iii) Employees, including part-time employees, rostered to be "on call" and to provide a telephone counselling service during period of such "on call" shall be entitled to payment at the rate of one-third of the employee's normal pay for each hour of performing the above duty, provided that there shall be a maximum payment in respect of each "on call" period of two and one-half hours' pay. Provided that "on call" periods -
- (a) which commence on or after 9.00am Saturday and finish on or before 9.00am Monday should not exceed 12 hours;
- (b) which commence on or after 9.00am Monday and finish on or before 9.00am Saturday should not exceed 16 hours; and
- (c) where "on call" periods outlined in paragraphs (a) and (b) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours' pay.

8C. Call Out Allowance - Social Workers and Sexual Assault Workers

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award or under any other Determination.
- (ii) "Call out" is the period over which an employee including part-time employees is required by the employer to return to duty. For the purpose of this definition, call out shall only apply to on call and unrostered time periods.
- (iii) Employees including part-time employees who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
 - (a) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
 - (1) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
 - (2) Payment shall be calculated as if the employee had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (1) above or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
 - (b) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An employee, including part-time employees, where recalled to work as prescribed in subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work in accordance with clause 23, Mobility, Excess Fares and Travelling, of this Award.

Where employees are recalled to work as prescribed in subclause (ii) of this clause the employee shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9. Penalty Rates for Shift Work and Weekend Work

- (i) Shift workers working afternoon or night shifts shall be paid the following percentages in addition to the ordinary rate for such shift provided that part-time employees shall only be entitled to the additional rates where their shifts commence prior to 6 a.m. or finish subsequent to 6 p.m.
 - Afternoon shift commencing at 10 a.m. and before 1 p.m. - 10 per cent.
 - Afternoon shift commencing at 1 p.m. and before 4 p.m. - 12½ per cent.
 - Night shift commencing at 4 p.m. and before 4 a.m. - 15 per cent.
 - Night Shift commencing at 4 a.m. and before 6 a.m. - 10 per cent.
- (ii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

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

"Afternoon Shift" means a shift which commences at or after 10 a.m. and before 4 p.m.

"Night Shift" means a shift which commences at or after 4 p.m. and before 6 a.m. on the day following.

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

The foregoing paragraph shall apply to part-time employees but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part II of the said clause 5, in respect of their employment between midnight on Friday and midnight on Sunday.

10. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of his/her meal break such time shall count as part of his/her ordinary working hours.
- (ii) An employee who works authorised overtime shall be paid in addition to payment for such overtime:
- (a) An amount set in Item 3 of Table 1 for breakfast when commencing such overtime work at or before 6.00 a.m.;
 - (b) An amount set in Item 4 of Table 1 for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00 p.m.;
 - (c) An amount as set in Item 5 of Table 1 for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or public holidays;

or shall be provided with adequate meals in lieu of such payment. The rates prescribed by this subclause shall be varied as the equivalent rates are varied from time to time by the Regulation made under the *Public Sector Employment and Management Act 2002*

- (iii) Where practicable employees shall not be required to work more than four hours without a meal break.

11. Public Holidays

- (i)
- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, he/she may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day, and any other day duly proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (c) Shift workers rostered off duty on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employees so elect,

- (2) have one day added to their period of annual leave.
- (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays prescribed in paragraph (b) of subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. The foregoing does not apply in areas where in each year -
 - (a) A day in addition to ten named public holidays specified in paragraph (b) of subclause (i) is proclaimed and observed as a public holiday or
 - (b) Two half days in addition to the ten named public holidays specified in paragraph (b) of subclause (i) are proclaimed and observed as half public holidays.
- (iii)
 - (a) A public holiday as defined in paragraph (b) of subclause (i) and subclause (ii) of this clause occurring on an ordinary working day shall be allowed to employees employed pursuant to Part 1 of clause 5, Part-time Employees, without loss of pay, but each such employee who is required to and does work on a public holiday shall have one day or one-half day, as appropriate added to his/her period of annual leave and be paid at the rate of one-half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would be otherwise payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work and any balance of the day of shift not worked shall be paid at ordinary rates.
 - (b) The provisions of subclauses (i) and (ii) of this clause shall apply to Part-time Employees under Part II, Savings Provisions of the said clause 5, who work 30 hours or more per week over 5 days per week provided that if such an employee is required to and does work on a public holiday as defined in paragraphs (a) and (b) of subclause (i) and subclause (ii) of this clause, he/she shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part II, Savings Provisions of the said clause 5, in respect of such work.
 - (c) Subclauses (i) and (ii) of this clause shall not apply to part-time employees engaged under Part II of clause 5, Part-time Employees, of this award but each such employee who is required to and does work on a public holiday as defined in the said subclauses (i) and (ii) shall be paid at the rate of double time and one half but such employee shall not be entitled to be paid in addition to the allowance of 15 per cent as prescribed in Part II of the said clause 5, in respect of such work.

12. Annual Leave

- (i) All employees see *Annual Holidays Act 1944*.
- (ii)
 - (a)
 - (1) This subclause does not apply to part-time employees employed under Part II of clause 5, Part-time Employees.

- (2) This subclause will apply to employees employed under Part 1 of clause 5, Part-time Employees, the additional annual leave shall be calculated based on contracted hours worked.
- (b) Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
- (1) if 35 ordinary shifts on such days have been worked - one week;
- (2) if less than 35 ordinary shifts on such days have been worked - proportionately calculated on the basis of 38 hours leave for each 35 such shifts worked.

The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded. Provided that an employee entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (c) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) Shift workers, as defined in clause 1, Definitions, of this award, shall be paid whilst on annual leave their ordinary pay plus allowances and weekend penalties relating to ordinary time the shift workers would have worked if they had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 11, Public Holidays, of this award.
- (v) Employees shall be entitled to an annual leave loading of 17½ per cent, or shift penalties as set out in subclause (iv) of this clause, whichever is the greater.
- (vi) Credit of time towards an allocated day off duty shall not accrue when an employee is absent on ordinary annual leave in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 2, Hours, of this award shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with paragraph (b) of subclause (ii) of this clause and subclause (i) of clause 11, Public Holidays, of this award.

NOTATION - The conditions under which the annual leave loading shall be paid to employees are the same as generally applied through circulars issued by the Department of Health.

13. 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 will be determined in accordance with the provisions of NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time.
- (b) Broken periods of service with the employer in one or more hospitals shall count as service.
- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
- (2) any period of part-time service arising from employment under Part II, of clause 5, Part-time Employees, except as provided for in subclause (ix).
- (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 elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2006_096 Staff Mobility, 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) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 5, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination made under the *Health Services Act 1997*.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January, 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (b) An employee employed -
- (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (ix) of this clause;

- (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

14. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
- (a) all periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer; provided, however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements;
 - (b) the employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave;
 - (c) an employee shall not be entitled to sick leave until after three months' continuous service;
 - (d) service, for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with that employer current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this award;
 - (e) employees who are employed at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date, provided that such credit is not less than the entitlement otherwise prescribed by this clause.
 - (f) "Continuous Service", for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 13, Long Service Leave, of this award, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months' actual service) shall be counted;
 - (g) employees shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) A part-time employee as defined in Part I and Part II of clause 5, Part-time Employees shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, which ever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount

received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (iv) For the purpose of determining a full-time employee's sick leave credit as at 1 July 1984, sick leave entitlement shall be proportioned on the basis of 76:80.
- (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.

15. Payment and Particulars of Salary

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and/or shift penalties is worked, but for no longer.
- (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 the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given notice of termination of employment, in accordance with clause 16, Termination of Employment, of this award shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 16, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary salary. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.

- (a) Underpayment

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

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

16. Termination of Employment

During the first three months of employment, employment shall be from week to week. After three months 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.

17. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory convenience shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and where practicable, such facilities shall be provided in hospitals erected prior to that day.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:
 - (1) Sanitary Conveniences -
 - (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees of each sex.
 - (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities must be located conveniently to work places, they must be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth surface resistant to moisture.

(2) Washing and Bathing Facilities -

- (a) Washing provision by way of basins of suitable impervious material with taps set at 600 mm centres and with hot and cold water supplied, in the proportion of one hot tap and one cold tap for each 15 employees or part of 15 employees of each sex. Space in front of wash points to be not less than 900 mm.
- (b) Showers spaced at not less than 900 mm centres and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every 20 persons or part of 20 persons of each sex ceasing work at any one time.
- (c) Washing and bathing facilities must be adequately lighted and ventilated; floors, walls and ceilings finished with a smooth faced surface resistant to moisture.
- (d) These facilities must be incorporated in, or communicate directly with, the change room and should not be contained within any closet block.

(3) Change Rooms and Lockers -

- (a) Properly constructed and ventilated change room equipped with a vented steel locker, at least 300 mm wide by 450 mm deep by 1800 mm high for each employee.
- (b) Floor area not less than 0.56 square metres per employee to be accommodated.
- (c) Space between lockers - set up facing one another not less than 1.5 metres. Traffic ways not less than 1 metre wide.
- (d) Sufficient seating not less than 260 mm wide by 380 mm high should be provided.
- (e) Lockers should be set up with at least 150 mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys attached.

(4) Dining Room -

- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1 square metre per employee using the meal room at any one time.
- (b) Tables not more than 1.8 metres long, spaced 1.2 metres apart allowing 600 linear millimetres of table space per person.
- (c) Chairs or other seating with back rests. Sufficient table and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.

(5) Rest Room -

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

- (iv) The above standards shall be the minimum to be included in working drawings approved after 1 December 1976 for new hospitals.
- (v) Where major additions to presently occupied building or new building are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

18. Inspection of Lockers of Employees

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

19. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c), of this subclause, sufficient suitable and serviceable uniforms shall be supplied, free of cost, to each employee required to wear them, provided that any employee to whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
 - (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee required to wear such uniform, the employer may pay to such employee the sum set in Item 6 of Table 1.
 - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance as set in Item 7 of Table 1 shall be paid to such employee.
 - (e) An employee who works less than 38 hours shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (ii) Employees whose duties require them to work out of doors shall be supplied with over-boots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Employees whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

20. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit, provided however that no employee with a claim to seniority shall be passed over without having their claims considered.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee for determination of the dispute.

21. New Positions

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

22. Notice Boards

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

23. 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 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, the excess 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 Regulation 50 of the Public Service Regulation.
- (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 sub-clause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is a disagreement about such decision after discussion or if a significant number of employees are involved, the matter should be referred to the Department 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 provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever, with the prior approval of 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 Regulation 50 of the Public Service Regulations 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 the 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.

24. 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 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 Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Director-General and the Head Office of the Union. This 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 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 Director-General and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively with such 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*.

25. 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 eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or

- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 8, Overtime.
- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 2 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

26. General Conditions

An employee required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts. Provided that an employee required to answer out of hours telephone calls on a relief basis shall be paid one-twelfth of the yearly telephone rental for each month or part thereof so employed.

27. 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.

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* 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 days¹ before the start of the extended period. An employer may accept less notice if convenient.

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

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

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in

writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should

an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

(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 anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (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 subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 5, Part II, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

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

the employee or employee's spouse is pregnant; or

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

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

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

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

28. Union Representative

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

29. Blood Count

Those employees who are regularly required to assist and/or work with a radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic X-ray machines or any other form of radioactive radiators shall have blood counts carried out every three months upon making application therefore to the employer.

30. Exemptions

This award shall not apply to 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*.

31. 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.

32. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive 2007_085 - Managing Displaced Staff of the NSW Health Service, as amended from time to time.

33. Labour Flexibility

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

34. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant salaries award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in the appropriate salaries award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to

superannuation payments, HECS payments, child support payments, judgement debtor/ garnishee orders, union fees, and private health fund membership fees.

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

35. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in the relevant salary awards 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 relevant award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 35. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

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

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

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

36. Reasonable Hours

- (i) Subject to sub-clause (ii) an 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 sub-clause (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.

37. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

38. Induction and Orientation

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

39. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Professional and Associated Staff Conditions of Employment (State) Award published 3 March 2006 (357 I.G. 708) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein in the following so listed awards, employed in the NSW Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health and Community Employees Psychologists (State) Award

Health Employees Dental Officers (State) Award

Health Employees Dental Prosthetists and Dental Technicians (State) Award

Health Employees Oral Health Therapists (State) Award

NSW Health Service Health Professionals (State) Award, excluding diversional therapists and orthotists/prosthetists

Public Hospital Dental Assistants (State) Award

Public Hospital Library Staff (State) Award

Public Hospital Medical Record Librarians (State) Award

Public Hospital Professional Engineers (Biomedical Engineers) (State) Award

- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B**Table 1 - Rates and Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
1	4 (i)	Allowances for persons employed in hospitals or health institutions upon or west of the line commencing at Tocumwal, etc	3.40 p/week	3.40 p/week	3.40 p/week
2	4 (ii)	Allowance for persons employed in hospitals or health institutions upon or west of the line commencing at Murray River etc.	6.80 p/week	6.80 p/week	6.80 p/week
3	10(ii)(a)	Breakfast Allowance	23.60	23.60	23.60
4	10(ii)(b)	Evening Meal Allowance	23.60	23.60	23.60
5	10(ii)(c)	Luncheon Allowance	23.60	23.60	23.60
6	19(i)(c)	Uniform Allowance (per week)	1.30	1.30	1.30
7	19(i)(d)	Laundering Allowance (per week)	2.60	2.60	2.60
8	8a(iv)	On call (per period)	7.00	7.30	7.60
		On call (per week)	34.70	36.10	37.50

J. McLEAY, Commissioner

 Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2096 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Conditions of Employment
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing rates of Pay
7.	Grading Committee
8.	Area, Incidence and Duration

1. Title

This award shall be known as the Public Hospitals Library Staff (State) Award.

2. Conditions of Employment

The conditions of employment for employees covered by this award shall be as prescribed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award.

3. Salaries

The salaries for employees covered by this award shall be as prescribed by the Health Professional and Medical Salaries (State) Award.

The classifications of library staff shall be as follows:

Librarian

Library Technician

Library Assistant

4. Definitions

"Area Health Service" means an Area Health Service constituted pursuant to section 17 of the *Health Services Act 1997*.

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

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

"Union" means the Health Services Union.

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

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

5. Descriptors

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician

Grade 1 - A para-professional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Librarian

Grade 1 - A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Grade 2 - An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Grade 3 - A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.

- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.
- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Grade 4 - A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service, or may contribute towards the research activities at a tertiary teaching hospital.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

6. Commencing Rates of Pay

- (i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in the Health Professional and Medical Salaries (State) Award.
- (ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in the Health Professional and Medical Salaries (State) Award.

7. Grading Committee

A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital/Area Health Service:

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

Provided that -

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

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Library Staff (State) Award published 17 March 2006 (358 I.G. 139) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2103 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Salary and Grading Structure
3.	Grading Committee
4.	Labour Flexibility
5.	Anti-Discrimination
6.	Conditions of Service
7.	Area, Incidence and Duration

1. Definitions

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

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

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the New South Wales Association of Medical Record Librarians or such other qualifications deemed to be equivalent by the employer.

"Officer" means a medical record librarian employed by the employer.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union.

2. Salary and Grading Structure

For current salaries refer Health Professional and Medical Salaries (State) Award

Medical Records Administrator / Medical Records Manager

Grade 1	All other hospitals including, Western Suburbs, Balmain, Grafton, St. Margaret's, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury, Bathurst, Canterbury, Coffs Harbour, Dubbo, Fairfield, Griffith, Manning, Port Kembla, Shellharbour.
Grade 3	Auburn, Campbelltown, Camden, Lismore, Wagga.
Grade 4	Mt. Druitt, Manly, Bankstown, Ryde, Mona Vale, Nepean, Blacktown, Sydney, Royal

Grade 5	Women, Sutherland. Hornsby, Liverpool, St. George, Wollongong, Gosford, Newcastle, Royal Alexandra Childrens Hospital and Country Regions.
Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer
- (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
 - (b) the date of effect of the grading recommended. Provided that:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

Except as otherwise provided, the matters to be referred to the committee shall be:

- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.
- (iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
- (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the employer, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the employer in connection with their representations.

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

4. Labour Flexibility

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

5. Anti-Discrimination

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

NOTES -

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

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

6. Conditions of Service

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

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Records Librarians Award published 3 March 2006 (357 IG 818) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

RETAIL INDUSTRY (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

1. Delete subclause (d) of Clause 7, Wages, of the award published 4 May 2001 (324 I.G. 529) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) 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 - Monetary Rates - Skill Level A**

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years or more	504.00		

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

NOTATION: Retail trainees undertaking Certificate III Retail Operations shall receive the Skill Level A rate of pay.

Table 2 - Monetary Rates -Skill Level B

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	
Plus 5 years or more	486.00		

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

Table 3 - Monetary Rates -Skill Level C

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	
Plus 5 years or more	439.00		

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

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B and C	246.00	271.00

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

Table 5 - Hourly Rates for Trainees Who Have Left School

Wage Level A	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.11	8.93	10.71
Plus 1 year after leaving school	8.93	10.71	12.45
Plus 2 years	10.71	12.45	14.51
Plus 3 years	12.45	14.51	16.59
Plus 4 years	14.51	16.59	
Plus 5 years or more	16.59		

Wage Level B	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.11	8.93	10.37
Plus 1 year after leaving school	8.93	10.37	11.94
Plus 2 years	10.37	11.94	14.03
Plus 3 years	11.94	14.03	15.97
Plus 4 years	14.03	15.97	
Plus 5 years or more	15.97		
Wage Level C	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.11	8.93	10.26
Plus 1 year after leaving school	8.93	10.26	11.56
Plus 2 years	10.26	11.56	12.90
Plus 3 years	11.56	12.90	14.44
Plus 4 years	12.90	14.44	
Plus 5 years or more	14.44		

NOTATION: Retail trainees undertaking Certificate III Retail Operations shall receive the Skill Level A rate of pay.

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	8.11	8.93

3. This variation shall take effect from the first full pay period commencing on or after 24 July 2008.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

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**SCHOOL SUPPORT STAFF (ARCHDIOCESE OF SYDNEY,
DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE)
AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 1977 of 2008)

Before Commissioner McLeay

22 December 2008

AWARD

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	(iv) Full-time Employee
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- (ii) School Officer (Canteen) Level 2
 - (iii) School Officer Levels 2 to 4
 - (iv) Senior School Officer Level 5
 - (v) Senior School Officer Level 6
 - (vi) Higher Duties
 - (vii) Appealing Classification of a Level 1 or a Level 4 Position
 - (viii) Mixed Functions
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- (i) Wage Rates - Employees Required To Work 48 Weeks a Year (the unaveraged rate)
 - (ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)
 - (iii) Part-Time Employees
 - (iv) Rounding of Rates
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 - (ii) Repayment of Excess Payments
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9. Work During Pupil Vacation Periods
- (i) Conditions for Working
 - (ii) Casual Rates Apply
 - (iii) Employee has prior Commitments
 - (iv) Occupational Health and Safety
10. Hours
- (i) Ordinary Hours
 - (ii) Casual Employees
 - (iii) Part-Time Employees
 - (iv) Notice of Hours
 - (v) Part-Time employees who work not normally rostered to work
 - (vi) Nothing in this clause shall increase the hours of work where employee worked less than 38 hours per week.
 - (vii) Make Up Time
11. Overtime
- (i) Reasonable Overtime
 - (ii) Time Off Between Duty
 - (iii) Time Off in Lieu of Payment for Overtime
 - (iv) Minimum Payment of Two Hours
 - (v) Work Done on a Sunday
 - (vi) Unreasonable Overtime
12. Tea Break
13. Meal Break
14. Public Holidays
- (i) Public holidays for the State to be observed pursuant to subclause (ii) of this clause
 - (ii) An employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year.
 - (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay
 - (iv) Rate of Pay on a Public Holiday
15. Annual Leave and Payment on Termination
- (i) In lieu
 - (ii) Application of Clause
 - (iii) Calculations of Payments

- (iv) Employees who commence Employment after the School Service Date
- (v) Employees who take Approved Leave Without Pay or Parental Leave
- (vi) Employees Whose Hours Have Varied
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 - (i) Entitlement
 - (ii) Part-Time Entitlement
 - (iii) Accumulation of Sick Leave
 - (iv) Service before the date of this award
 - (v) Award Holidays are not Sick Leave
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 - (iii) Notification of Intention to Take Leave
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 - (vi) Entitlement for casual employees
- 19. Parental Leave
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 - (ii) Paternity Leave
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 - (ii) Entitlement to Leave from 30 January 2006
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- (ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations
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PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C

Level 5 School Officers - Indicative Duties

ANNEXURE A

Portability of Sick Leave

2. Title

This award shall be known as the School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2008.

3. Definitions

- (i) "Award" means the School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2008.
- (ii) "Basic Earnings" mean the minimum rate of pay prescribed for an employee by the award.
- (iii) "Employee" means any employee employed in a clerical and administrative capacity and any employee other than a teacher who is employed to assist and support the principal, teaching staff and other school officers in the day to day functions of the school, including incidental cleaning, but excluding those persons employed solely for the purpose of cleaning, and excluding persons employed under the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2003. Employees may be engaged in the following classifications:
 - (a) School Aide as defined in clause 6(i);
 - (b) School Officer (Canteen) as defined in clause 6(ii);
 - (c) School Officers as defined in clause 6(iii);
 - (d) Senior School Officer Level 5 as defined in clause 6(iv);
 - (e) Senior School Officer Level 6 as defined in clause 6(v);

Provided that employees may include school assistants such as food technology assistants, art assistants, TAS assistants, music assistants, agriculture assistants, print room assistants, laboratory assistants, library/audio-visual assistants, book room assistants, bi-lingual aides and teachers' aides.

- (iv) "Full-time Employee" means an employee who works thirty eight hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than thirty eight hours per week.
- (vi) "Casual Employee" means an employee engaged and paid as such.
- (vii) "Employer" means the employer of an employee to whom the award applies.
- (viii) "Union" means either the NSW Independent Education Union or (in relation to eligible employees) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

4. Contract of Employment

(i) Letter of Appointment

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

- (a) the classification and rate of pay of the employee; and
- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year; and
- (c) a statement in relation to superannuation entitlements.
- (d) whether the wages are averaged or unaveraged (as defined in clause 7 Wage Rates).

If there is a requirement to work during school vacations, except in accordance with clause 9, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

(ii) Stand Down - Employees on an Unaveraged Rate of Pay

- (a) An employee who receives an unaveraged rate of pay in accordance with clause 7 Wage Rates may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act, 1955*.

(iii) Termination of Employment

- (a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

Years of Continuous Service	Notice Period
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	4 weeks minimum

- (b) In addition to the notice periods specified in paragraph (a) of this subclause employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional week's notice from the employer.
- (c) Paragraphs (a) and (b) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (d) During the first week of employment, the employment may be terminated by a day's notice given by either party.
- (e) The employment of a casual employee may be terminated by one hour's notice by either party.

(iv) Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(v) Payment on Termination

Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

(vi) Employees on recurring fixed term contracts for a continuous period

- (a) This clause shall apply to employees only employed under an unbroken series of fixed term contracts for a continuous period of more than four years for specific purpose programs.
- (b) This clause shall not apply to employees who would otherwise qualify under clause (a) but for a break in employment of 10 or more term weeks.
- (c) In analysing eligible service (ie paid weeks), the employer will calculate the average number of weekly hours the relevant employee has worked over the preceding four school years. The employee will be deemed to be a permanent employee for the equivalent of 65% of the average number of weekly hours of the previous four years, rounded to the nearest hour, subject to subclause (d).
- (d) The number of hours which shall be allocated to an employee on a permanent basis at the commencement of this clause shall under subclause (c) shall not be more than the average number of hours worked by the employee in the fourth year of the calculation in subclause (c).
- (e) For employees employed at the date of the making of this award, the calculation in subclause (c) will be for the hours worked by the employee for the period of four years concluding at the end of the 2008 school year.
- (f) For employees who newly qualify under subclause (a) during the life of this award, employers will calculate the average hours worked in accordance with subclause (c).

- (g) Where an employee works hours in excess of the permanent hours calculated in subclause (c), the employee will be employed for those additional hours on a temporary basis. The additional hours will not be guaranteed and will not attract overtime payments unless they exceed the ordinary hours for a full-time employee as defined in this award.
 - (h) To give effect to this clause, an employee shall undertake any duties that fall within the classification structure in clause 6 provided that the employee has the skill, competence and training to perform the required duties. Such duties may be within the same school or another school within a reasonable distance consistent with diocesan practices.
 - (i) This clause will take effect from the beginning of the 2009 school year. The employers will have until 30 June 2009 to implement this clause. Following this transition period in 2009, clause (a) will have effect for other eligible employees on the conclusion of four continuous years service.
 - (j) Redundancy will be payable in accordance with clause 5 of this award only when there is a reduction in the permanent hours of employment. Redundancy will not be payable for a reduction of hours worked in excess of the employee's permanent working hours.
 - (k) Should any issues arise in relation to the implementation of this clause, the parties agree that such issues will be discussed between the union and the employer at the Diocesan level.
 - (l) If any employer has, or puts into place, arrangements which, by agreement with the Union, are more generous than those provided for in this clause, those arrangements will continue to apply.
- (vii) Probation

The first three months of employment will constitute a probationary period; provided that the probationary period is agreed to by the employer and employee in advance of the commencement of employment.

4A. Secure Employment

- (i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine

attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Occupational Health and Safety
- (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(iv) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. Redundancy

(i) Application of this Clause

- (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this award, the provisions of this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Employers Duty to Notify and Discuss

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- (b) The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- (c) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (iii) Discussions before Termination
- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iv) Notice for Change in Production, Program, Organisation or Structure
- (1) This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with subclause (ii) of clause 5 Redundancy.
- (2) In order to terminate the employment of an employee the employer shall give to the employee the following notice:
- | Period of continuous service | Period of Notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |
- (3) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (4) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (a) Notice for Technological Change
- This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subclause (ii) of clause 5 Redundancy.

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(b) Time off during the notice period

- (1) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(c) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(d) Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(e) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(f) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(g) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (ii) of clause 6 Redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause (iv) of clause 5 Redundancy, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.
- (4) Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in subclauses (v)(a)(1) and (v)(a)(2) above.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v)(a).

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (v)(a) above will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v)(a) if the employer obtains acceptable alternative employment for an employee.

6. Classification

(i) School Aide Level 1

(a) School Aide positions may be established at schools subject to the following conditions. Employees appointed as School Aides shall not progress to higher levels, provided that employees may, at any time, apply for reclassification to a higher level. School Aide positions shall be supervised in the performance of duties either by a teacher or a School Officer.

(b) School Aides include Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops. Canteen and Uniform Shop staff will be defined as School Aides throughout this award.

(c) School Aides provide administrative support and may perform the following supervised duties:

Filing;

Collating;

Operation of photocopying, duplicating, binding and facsimile machines;

Messenger Work;

Handling mail;

Checking figures;

Basic assistance to other school officers in food preparation for food technology;

Basic care of flora and fauna;

Shopping;

Toileting;

Unpacking, checking and sorting of gear;

Occasional relief for reception duties;

Checking books in and out;

Non-education related excursion preparation;

Setting up of rooms for exams or displays;

Supervised canteen and uniform shop duties.

Provided that the duties of a School Aide do not constitute the work of a position that would ordinarily attract the classification of a School Officer.

(d) Mid Term Review

It is a term of this award that the Independent Education Union and the Catholic Commission for Employment Relations, on behalf of the diocesan employers, shall conduct a review of the number of School Aide (excepting School Aides who work in the canteen or uniform shop) positions established and the nature of the work performed. This review shall commence not later than Term 2, 2007.

(ii) School Officer (Canteen) Level 2

An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at Level 2 of this award with no progression. All other employees working in the canteen shall be appointed at Level 1.

(iii) School Officer Levels 2 to 4

(a) Other than appointments made in accordance with subclauses (i), (ii), (iv) and (v) of this clause, employees employed under this award shall be initially appointed at Level 2. Initial appointment may be made at Levels 3 and 4 at the employer's discretion. Such employees shall progress to the next level upon completion of 12 months service (where 12 months service is defined at clause 6(iii)(f)) up to and including Level 4. Access to Levels 5 and 6 shall be by appointment only.

(b) Translocation

Employees who were classified at Level 2 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at Level 2 shall be reclassified as Level 2a on and from that date. Employees who were classified at Level 3 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at level 3 shall be reclassified as Level 3a on and from that date.

(c) Progression

Subject to clause 6(iii)(b) employees shall progress to the next Level, up to Level 4, upon completion of each 12 months service.

(d) Dissolution of Levels 2a and 3a as at 1 July 2008

The parties agree that the interim Levels 2a and 3a have been introduced as interim classification levels that will cease to exist as at 1 July 2008. Employees who are classified as Levels 2a and 3a on 1 July 2008 shall be reclassified as Level 3 and Level 4, respectively, from the first full pay period on or after that date.

(e) Duties of School Officers

Employees may be required to perform the full range of School Officer duties that exist in schools other than those required of a Level 5 and a Level 6 Senior School Officer. Employees under this award shall not be deployed instead of a teacher to conduct classroom lessons.

(f) Definition of 12 months service

For the purpose of this subclause 12 months service is defined as 12 months service excluding unpaid leave, provided that where a full-time or a part-time employee works 4 school terms in a given year such employees will be regarded as having worked 12 months.

(iv) Senior School Officer Level 5

(a) An employee may be appointed as a Senior School Officer Level 5. A Senior School Officer can be called upon to perform the entire range of duties and possess the skills required of a level 4 employee in addition to the criteria outlined at paragraph (b) of this subclause.

(b) A Level 5 position is one where the employee:

(1) undertakes duties similar to those indicative duties listed in Part C Level 5 School Officer Indicative Duties.

- (2) possesses a knowledge of workplace procedures and of the practices required by the employer including a detailed knowledge of complex procedures relevant to the position; and
- (3) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised; and
- (4) resolves complex operational problems and coordinates the work within a department of the school; and
- (5) assists in planning future department or school organisational needs; and
- (6) in conjunction with the teacher, plans teaching programs, prepares reports for parents, assists with the assessment and appraisal of students and may purchase resources; and
- (7) has completed post secondary training provided by an accredited training provider relevant to the tasks required by the employer for this Level, or has engaged in extensive equivalent inservice training, or has significant and substantial technical and procedural knowledge which is regarded by the employer to be equivalent to the required post secondary training.

(v) Senior School Officer Level 6

An employer may appoint a Senior School Officer Level 6. A Senior School Officer Level 6 employed at this level shall be proficient where applicable and without limiting the requirements for this position a Senior School Officer Level 6 at this level can be required by the employer to:

- (a) perform the entire range of duties and possess the skills required of a Level 4 employee; and
- (b) exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures; and
- (c) have and utilise advanced skills and knowledge in the operation of complex equipment and procedures; and
- (d) have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the employer as being comparable with post-secondary training; and
- (e) resolve operational problems for staff and coordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs.

(vi) Higher Duties

A School Officer required to temporarily perform duties of a Senior School Officer for more than one day shall be paid at the higher level for the whole period during which those duties are performed.

(vii) Appealing Classification of a Level 1 or a Level 4 Position

An employee who believes that their Level 1 or Level 4 position is incorrectly classified may appeal their classification in accordance with Diocesan procedures. Provided that the employer will provide a response to such appeal no later than one month after it is received and the employer shall provide reasons for refusing any such appeal. The success of the application shall depend upon the employee's satisfaction of the range of duties performed and the employee's skills and qualifications. Appointment to a new Level shall take effect from the first full pay period on or after the employer approves the application.

(viii) Mixed Functions

- (a) Subject to the employee's written agreement, an employee may be employed to perform work in two positions under Clause 6 of this award.
- (b) The employee must be informed in writing of the days and hours they will perform work in each separate position.
- (c) The employee will be paid the hourly rate applicable to the position under Clause 6 of the Award for the work they perform.

7. Wage Rates

Employees may be engaged to work either 48 weeks per year or during school terms only.

(i) Wage Rates - Employees Required To Work 48 Weeks A Year (the unaveraged rate)

(a) Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the provisions of this award, be calculated by dividing the rates of pay set out in Table 1 - Wage Rates, of Part B Monetary Rates by 52.14.

(b) Part-time Employees

- (1) Subject to the other provisions of this award, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.

(c) Casual Employees

- (1) Casual employees, for each hour worked during ordinary time shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them, plus 20 percent of such hourly equivalent, which is inclusive of compensation for Annual Leave under the *Annual Holidays Act, 1944*.
- (2) Casual employees shall be paid a minimum payment of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.
- (3) Notwithstanding 7 (i) (c) (2), the minimum start for employees undertaking the following duties shall be one hour:

Assisting a disabled student to alight from, or board, a bus;

Traffic control;

Tube-feeding or dispensing medicine to a student.

However, no employee shall have their hours of employment or remuneration as at 1 July 2008 reduced by reason of the coming into operation of this clause.

- (4) This clause will not apply in situations where written agreement has been reached between the employer and the union to reduce the minimum number of hours required for each start. Such agreement shall include the school covered, the employees, their classification, the duties subject to the agreement, and the term of the agreement. The

agreement shall be signed by the General Secretary of the union or their authorised delegate.

(ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

The provisions of this subclause shall apply to employees required to work school terms only (not including additional days worked pursuant to the provisions of Clause 9).

- (a) Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance the following formula:

$$0.9 \times W$$

Where W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (i) of this clause

- (b) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.
- (c) The rate of pay of an employee determined by paragraphs (a) and (b) of this subclause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

(iii) Part-Time Employees

- (a) Part-time employees shall be paid a minimum of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.

- (b) Notwithstanding 7 (iii) (a), the minimum start for employees undertaking the following duties shall be one hour:

Assisting a disabled student to alight from, or board, a bus;

Traffic control;

Tube-feeding or dispensing medicine to a student.

However, no employee shall have their hours of employment or remuneration as at 1 July 2008 reduced by reason of the coming into operation of this clause.

- (c) This clause will not apply in situations where written agreement has been reached between the employer and the union to reduce the minimum number of hours required for each start. Such agreement shall include the school covered, the employees, their classification, the duties subject to the agreement, and the term of the agreement. The agreement shall be signed by the General Secretary of the union or their authorised delegate.
- (d) No part-time employee shall have the number of hours worked adjusted unless by mutual agreement in writing or a redundancy payment being made in accordance with subclause 5 (v) of this Award.

(iv) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

8. Payment of Wages

(i) Fortnightly Payments

Wages shall be paid fortnightly in ordinary working time by electronic funds transfer into an account nominated by the employee.

(ii) Repayment of Excess Payments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.

(iii) Annual Remuneration

(a) Notwithstanding sub-clause (i) and (ii) of this clause, an employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the employer. The sum total of such wages, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed by clause 7, Wage Rates.

(b) The employer will determine the range of benefits available to the employee and the employee may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.

(c) Any payment calculated by reference to the employee's salary and payable either:

- (1) during employment; or
- (2) on termination of employment; or
- (3) on death

shall be at the rate prescribed by clause 7, Wage Rates.

9. Work During Pupil Vacation Periods

The parties to the award agree that the needs of a school may require work to be performed during periods of pupil vacation and that there is an expectation that employees will be flexible to ensure that such needs are met even though this may necessitate attendance at school during periods of pupil vacation. Pupil vacation periods do not mean 'student-free days' on which teachers attend work.

(i) Conditions for Working

The parties to the award agree that employees can be required to work up to seven days per school year. Work during pupil vacations is subject to the following guidelines:

- (a) the employer gives the employee 4 term weeks written notice of the requirement to work during the pupil vacation period;
- (b) the notice is specific as to the time the employee is to work during the pupil vacation period;
- (c) the employee cannot be required to work during the period of their 4 weeks' annual leave during the Christmas pupil vacation period. Public holidays extend the actual period of time off work during the December/January closedown;
- (d) the employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days;

(e) Notwithstanding the above provisions an employee may agree to waive the conditions found in subparagraphs (a), (b), (c) and (d) of this clause.

(ii) Casual Rates Apply

The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's level. If an employee is notified by the employer in accordance with sub clause (a) of this clause and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the employee's level for that period(s);

(iii) Employee has prior Commitments

(a) If an employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the employee shall give the employer notice of their unavailability for that particular week. This would be given at the time the employer advises of the requirement to work during the pupil vacation.

(b) If despite the notice of the employee's unavailability to work during one particular week in the pupil vacation period in accordance with subclause (a), an employer still requires the employee to work during that particular week, discussions will be held between the employer and the employee and/or their industrial representatives.

(iv) Occupational Health and Safety

For the purpose of this clause, an employee shall not be required to be the only person present at the school

10. Hours

(i) Ordinary Hours:

The ordinary hours of work, of a full-time employee exclusive of meal breaks shall not without the payment of overtime exceed 38 per week and shall be worked between the hours of 7.30 am. and 6.00 pm., Monday to Friday inclusive, and between the hours of 7.30 am. and 12 noon on a Saturday.

(ii) Casual Employees:

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by subclause (i) of this clause.

(iii) Part-time Employees:

The spread of ordinary hours of work, exclusive of meal time, shall not exceed 8 hours per day.

(iv) Notice of Hours:

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days' notice of any change of hours is given by the employer to the employee. Provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

(v) Part-time employees who work on days the employee is not normally rostered to work shall be paid at the casual rate in accordance with clause 7(i)(c).

(vi) Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week as at the introduction of this award.

(vii) Make Up Time

An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

11. Overtime

- (i) Subject to the provisions of subclause (vi) of this clause an employer may require an employee to work reasonable overtime at overtime rates. All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 10, Hours, shall be overtime and shall be paid for at the un-averaged rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day's work shall stand alone.
- (ii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election. Provided that such election and agreement shall be evidenced in writing and kept with the time and wages records.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.
- (iv) An employee required to attend the employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.
- Provided that this subclause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.
- (v) For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.
- (vi) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health or 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.

12. Tea Break

All employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual agreement between the employee and the employer. Such tea break shall be counted as time worked.

13. Meal Breaks

A meal break of between half an hour and one hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.

14. Public Holidays

- (i) 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 an additional day's holiday to be observed pursuant to subclause (ii) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- (ii) In addition to the gazetted public holidays specified in subclause (i) of this clause, an employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iv) All time worked on a public holiday as specified in subclause (i) of this clause shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

15. Annual Leave and Payment on Termination

- (i) This clause will only apply to employees who are paid in accordance with subclause (ii) of Clause 7, Wage Rates. For all other employees, annual leave and payment on termination provisions are governed by the *Annual Holidays Act 1944*.

For employees paid in accordance with subclause (ii) of Clause 7, Wage Rates this clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
 - (b) notwithstanding any other provisions in this award.
- (ii) The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) an employee's employment ceases
- (b) an employee commences employment after the school service date;
- (c) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (d) the working hours of the employee have varied since the school service date.

(iii) Calculation of Payments

- (a) A payment made pursuant to paragraph (a), (b) or (c) of sub-clause 15(ii) shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the employee since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the employee since the school service date
- F = Result in weeks
- G = The employee's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (d) of sub-clause 15(ii) to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

- A = Total salary paid to the employee since the school service date
- B = Salary paid to the employee in respect of non-term weeks since the school service date
- C = Salary paid to the employee in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

- (c) For the purpose of this clause:

- (i) "School Service Date" means the usual commencement date of employment at the school for employees covered by this award commencing in term 1.

(iv) Employees who commence Employment after the School Service Date

- (a) An employee who commences employment after the school service date shall be paid from the date the employee commences provided that, at the end of Term IV, the employee shall be paid an amount calculated pursuant to sub-clause 15(iii) of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the employee for the purposes of this clause shall be deemed to be the school service date.

(v) Employees who take Approved Leave Without Pay or Parental Leave

Where an employee takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the employee shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an employee who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the employee shall be paid at the conclusion of Term IV as follows:
 - (i) by applying for formula in sub-clause 15(iii) as if no payment had been made to the employee at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the employee.

(vi) Employees Whose Hours Have Varied

Where the hours which an employee normally works at a school have varied since the school service date in any school year and the employee's employment is to continue into the next school year, the employee shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 15(iii) shall be calculated; and
 - (b) the employee shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the employee during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the employee is paid the amount received will differ from the pay in the preceding fortnights).
- (vii) Notwithstanding the provisions of paragraph (a) of subclause 15(i) an employee shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the employee would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

16. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act*, 1944, is referred to as "the Act".
- (ii) Where an employee is given and takes their annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay their employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period. NOTE: See subclause (vi) of this clause, as to holidays taken wholly or partly in advance.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
 - (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
 - (c) Where an employee receives a payment pursuant to paragraph (a) of subclause 15(iii), of clause 15, Annual Leave and Payment on Termination, the employee shall be entitled to be paid for that part of the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (vii) Where the employment of an employee is terminated by their employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with subclause (v) for the period not taken.

17. Sick Leave

- (i) An employee shall be entitled to fifteen days' sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 6 June 2005. The taking of sick leave, subject to the following conditions:
 - (a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act*, 1987.
 - (b) The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of the commencement of such absence, inform the employer of an inability to attend for duty

and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

- (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.

- (d) Service before the date of coming into force of this award shall be taken into account for the purpose of calculating the annual entitlement to sick leave, provided however:

(1) that for years of service completed between 1 January 2001 and immediately prior to the employee's anniversary of continuing service which occurred after the first full pay period on or after 6 June 2005 the sick leave entitlement was ten (10) days during the first year and twelve (12) days during the second and subsequent years; and

(2) that for years of service completed before 1 January 2001 the sick leave entitlement was seven (7) days during the first year and ten (10) days during the second and subsequent years.

(ii)

- (a) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.

- (b) When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.

(iii) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that an employer shall not be bound to credit an employee for sick leave which accrued more than fifteen years before the end of the last completed year of service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.

(iv) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by the operation of this clause.

(v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

(vi) Portability

- (a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by a Diocese, shall be entitled to portability of sick leave in accordance with this subclause.

- (b) Untaken sick leave which has accumulated in accordance with subclause (iii) of this clause shall be credited to the employee as their accumulated sick leave on their commencement of their employment with the Diocese.

- (c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:

(1) The employee has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.

- (2) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this award and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wilcannia/Forbes, Wagga Wagga and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.

18. Catholic Personal/Carer's Leave

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29, Disputes Avoidance and Grievance Procedure should be followed.

- (ii) Use of Sick Leave for a Pressing Domestic Necessity
 - (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.
 - (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the

employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18 (i)(c)(2).

- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18 (i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18 (i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 18 (i) and 18 (ii), wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, 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.

(iv) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18 (i)(c)(2) or paragraph 18 (ii)(c) who is ill or who requires care due to an unexpected emergency.

(v) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(vi) Entitlement for casual employees

- (a) Subject to the requirements in paragraph 18(i)(b) and subclause 18(iii), 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 18 (i)(c) (2) or 18(ii)(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

19. Parental Leave

(i) See *Industrial Relations Act 1996*.

(ii) Paternity Leave

- (a) An employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to clause 18 of this award.
- (b) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
- (c) The entitlement to paternity leave in paragraphs 19(i)(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (d) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19(i)(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19(ii)(c) above.

(iii) Adoption Leave

An employee who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in Clause 20 in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

(iv) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

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

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

(v) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this subclause must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 19(v)(a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

- (vi) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) 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 parental leave; and
- (2) 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 parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

20. Maternity Leave

- (i) An employee who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996, and is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after 12 April 2005, shall be entitled to maternity leave in accordance with this sub-clause. Provided that the maternity leave shall commence 4 weeks prior to the anticipated date of birth and conclude not more than 12 months after the date of commencement of the maternity leave.
- (ii) The maternity leave shall be paid for fourteen weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period).
- (iii) The employee may elect to be paid during the period of paid leave in subclause (b) of this clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.

- (iv) Where an employee applies for a lump sum payment in advance under subclause (c) of this clause, the teacher shall give the employer at least one month's notice of intention.
- (v) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (vi) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (vii) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (viii) Except as varied by this clause, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

21. Long Service Leave

- (i) Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the Act shall apply to employees employed under this Award.

- (ii) Entitlement to leave from 30 January 2006

Subject to sub-clause (iii) of this award, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

- (a) In respect of full-time service an employee shall accrue 49.4 hours per year of service.

"Full-time service" means an employee who works thirty eight hours per week. (NB that this definition is consistent with the definition of full-time employee in clause 3(iv) of this award.)

- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this clause.

- (iii) Calculation of Accrued Leave as at 29 January 2006

- (a) An employee whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 1 January 2001	.866 weeks per year.
1 January 2001 to 29 January 2006	1.3 weeks per year.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of employees within Catholic schools, whose terms of engagement may change in terms of hours of work during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to hours.

- (c) The following formula will be used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
- (1) all full-time employees, as at 29 January 2006, will have their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
 - (2) all part-time employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- (iv) An employee shall be entitled to take any leave accrued under subclause (ii) and subclause (iii) of this clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (v) It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.

For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (ie. 617.5 divided by 19).

- (vi) In the case of an employee who has completed at least five years service with an employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) and subclause (iii) of this clause.
- (vii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid leave in accordance with clause 19 Parental Leave, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave. An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this clause.

22. Bereavement Leave

- (i) An employee shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, step-child or grandchild, of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three days in respect. An employee may be required to provide the employer with satisfactory evidence of such death.
- (ii) Where the employee takes bereavement leave in accordance with subclause (i) of this clause, an employer in their absolute discretion may grant the employee additional leave without pay or leave with pay.
- (iii) Where the employee requests leave to attend a funeral of a person not specified in subclause (i) the employer in their absolute discretion may grant the employee leave as leave without pay or bereavement leave with pay.

- (iv) Where an employer grants an employee leave with pay in accordance with subclauses (ii) or (iii) of this clause, such leave will be deducted from the employee's entitlement to sick leave in accordance with clause 17, Sick Leave.
- (v) An employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of paid leave entitlement under this award or otherwise.
- (vi) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Personal/Carer's Leave in Clause 18, provided that for the purposes of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (vii) Bereavement Leave may be taken in conjunction with other leave available under subclauses 18(iv), 18(v), 18(vi) and 18(vii) of Clause 18 Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (viii) Bereavement Entitlement for Casual Employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in subclause 18(vi) provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.
- (ii) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Meal Allowances

An employee working overtime shall be paid a meal allowance in any of the following circumstances:

- (i) When required to work beyond 6.00 pm. - the rate set by Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) If overtime continues beyond 10.00 pm. - the rate set by Item 1 of Table 2 in Part B;
- (iii) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in paragraphs (a) and (b) of this clause shall not be payable;

- (iv) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

25. Other Allowances

An eligible employee may only be paid one of the following allowances.

(i) Mixed Health Allowance

(a) An employee who;

- (1) has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body and has been required by an employer to perform first-aid duty; and
- (2) is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school;

shall be paid an allowance set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (b) A person who receives this allowance can also be called upon to dispense medication to pupils, or to supervise a pupil who self-administers medication.
- (c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.

(ii) First Aid Allowance

- (a) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, if the employee is required by the employer to perform first-aid duty.
- (b) A person who receives this allowance can also be called on to dispense medication to pupils, or to supervise a pupil who self administers medication.
- (c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.

(iii) Health Care Procedures Allowance

- (a) An employee who is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school, shall be paid an allowance set out in Item 4 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) All health care procedures will be in accordance with a medical plan developed by the pupil's treating practitioner and provided to the employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one or more of the following:
 - (i) Tube feeding

This includes feeding via a gastromostomy or naso-gastic tube but does not include tube insertion.
 - (ii) Suctioning

This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheostomy tube. This does not include tracheostomy tube changes.

(iii) Assisted toileting

This includes assisting with self catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. This does not include the insertion of an indwelling urinary catheter.

(c) This allowance is only paid when:

- (i) such procedures and/or supervision is required by the employers; and
- (ii) the employee is on duty.

(d) An employee who receives this allowance may also be called upon to dispense medication to pupils or supervise a pupil who self administers medication.

(iv) Medication Allowance

(a) An employee is required by an employer from time to time to dispense medication to pupils of the school, or is required to supervise a pupil, who self-administers medication, shall be paid an allowance set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B, Monetary Rates.

(b) This allowance is only paid when:

- (i) such procedures and/or supervision is required by the employer; and
- (ii) the employee is on duty.

26. Travelling Expenses

- (i) When an employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates, for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.
- (iii) Any employee required to provide a motor car shall be paid extra per week at the rate set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Where an employee is required by their employer to use their own motor car on a casual or incidental basis, they shall be paid the rate as set out in Item 7 of the said Table 2, for such use.
- (v) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

27. Miscellaneous Conditions

(i) Uniforms and Protective Clothing:

- (a) In the event of an employee being required to wear a uniform, including laboratory coats such uniform shall be provided by the employer and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.

- (b) Where employees are required to work in laboratories and required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge.
 - (c) Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.
 - (d) Protective clothing, uniforms, or rubber gloves supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.
- (ii) First Aid Kit
- A first-aid kit shall be supplied and readily available to all employees.
- (iii) Cleaning Equipment
- All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.
- (iv) Annual Medical Check-up
- Employees who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the employer's expense.
- (v) Meal Facilities and Accommodation
- Employees shall be supplied with facilities for tea making and heating food. Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather (ie. a staff room) and employees shall leave such place in a thoroughly clean condition.
- (vi) Playground supervision
- Employees may only be required to perform playground supervision where the employer has developed and implemented a playground supervision policy in consultation with the Independent Education Union. Such a policy must contain provisions that:
- a. Specify the levels of training to be provided to employees;
 - b. Ensure appropriate levels of support and assistance;
 - c. Recognise that the introduction of playground supervision should not increase existing workloads of employees without commensurate increases in their paid hours of work unless playground supervision takes the place of another of the employee's tasks.

This requirement will not apply where employees were already undertaking playground supervision as at 1 July 2008.

28. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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 exempt for 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 on 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.

29. Disputes Avoidance and Grievance Procedures

- (i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation. Further, the parties agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matter(s) in question.
- (ii) Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a relevant union for the purpose of each procedure.
- (iii) Procedures relating to disputes etc. between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Where it has not been possible for an employer to resolve the question, dispute or difficulty in the ordinary course of events at a school, the employer is required to notify (in writing or otherwise) the employees as to the substance of the grievance and require the employee to attend a meeting to discuss the grievance. The employee may bring another member of staff or a representative of the relevant union to this meeting as a witness.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) While a procedure is being followed, normal work must continue.

- (e) The employer may be represented by an employer representative and the employees may be represented by a relevant union for the purpose of each procedure.

30. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

(i) Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) Any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

(ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

- (iii) Access to files
 - (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
 - (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
 - (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (1) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (2) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (3) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.
- (iv) Additional Documentation from Employee
 - (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
 - (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.
- (v) Confidentiality of documents and files
 - (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

31. Superannuation

(i) Definitions

For the purpose of this clause, the following definitions shall apply:

- (a) "Basic Earnings" for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this award and the amount of any payment made to the employee pursuant to Clause 15, Annual Leave and Payment on Termination.
- (b) "Fund" means either
 - (1) the New South Wales Non-Government Schools Superannuation Fund; or
 - (2) the Clerical Administrative and Retail Employees Plan; or
 - (3) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund

existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

(ii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's day of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) the employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of
 - (1) casual employees who earn in excess of \$ 2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue of the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.
- (h) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

(iii) Transfer between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a

new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of sub-clause (iii) of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
 - (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.
- (iv) Explanatory Clause

The figure which appears in subparagraph 31(ii)(f)(1), is calculated by the following formula:

Level 1 employee	x	19 eight-hour days
casual hourly rate of pay		(1 month)

or \$ 2,090.00, whichever is the greater.

32. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer, pursuant to subclauses (i) and (ii) of this clause, shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) An employee can be required to perform the duties of another employee at a lower level provided that the employee has the competence to perform those duties.
- (v) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- (i) It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 1 July 2011.
- (ii) The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 1 July 2011 and no claim can be made for such increases.

34. Area, Incidence and Duration

- (i) This award rescinds and replaces the School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2005 published 17 February 2006 (357 I.G. 78) as varied.
- (ii) This award shall apply to all employees as defined in clause 6, Classification, employed in Catholic Schools operated by the Archdiocese of Sydney or the Diocese of Broken Bay or the Diocese of Parramatta.

This award shall take effect from 30 June 2008 and remain in force until 30 June 2011.

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

Level	Annual Salary		
	From the first full pay period on or after 1 July 2008 (4% increase)	From the first full pay period on or after 1 July 2009 (4% increase)	From the first full pay period on or after 1 July 2010 (4% increase)
1	\$44,279	\$46,050	\$47,892
2	\$45,226	\$47,035	\$48,916
3	\$48,292	\$50,224	\$52,233
4	\$51,353	\$53,407	\$55,543
5	\$54,001	\$56,161	\$58,407
6	\$61,369	\$63,824	\$66,377

Table 2 - Other Rates And Allowances

Item No	Clause No	Brief Description	From the first full pay period on or after 1 July 2008 \$	From the first full pay period on or after 1 July 2009 \$	From the first full pay period on or after 1 July 2010 \$
1*	24	Overtime/Meal Allowance	12.41	12.41	12.41
2	25(i)	Mixed Health Allowance	30.98 per week 6.20 per day	32.22 per week 6.44 per day	33.51 per week 6.70 per day
3	25(ii)	First Aid Allowance	15.17 per week 3.03 per day	15.78 per week 3.16 per day	16.41 per week 3.28 per day
4	25(iii)	Health Care Procedures	15.81 per week 3.16 per day	16.44 per week 3.29 per day	17.10 per week 3.42 per day
5	25(iv)	Medication Allowance	7.60 per week 1.52 per day	7.90 per week 1.58 per day	8.22 per week 1.64 per day
6*	26(iii)	Own Car Allowance - for a vehicle 1500cc under	104.83per week	104.83per week	104.83 per week
		For a vehicle over 1500cc	129.58 per week	129.58 per week	129.58per week
7*	26(iv)	Own Car Allowance for use on a casual or incidental basis	0.68 per km	0.68 per km	0.68 per km
8*	27 (iii)(a)	Laundry Allowance	7.16 per week	7.16per week	7.16 per week

Note: * Items 1, 6, 7 and 8 to be adjusted for CPI increases from the first full pay period on or after 21 December 2008. Current rates have been adjusted to September Quarter 2008.

PART C

LEVEL 5 SCHOOL OFFICERS - INDICATIVE DUTIES

A Senior School Officer Level 5 may perform the following indicative duties

- In conjunction with teachers, planning teaching programs;
- In conjunction with teachers, preparing reports for parents;
- Providing inservice to teachers in specific technical or other areas;
- Supervision, training and coordination of staff, and responsibility for their efficient allocation and control;
- Assisting with assessment and appraisal of students;
- Researching reference material for teachers;
- Maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
- Repair of equipment requiring technical knowledge and expertise;
- Purchase of resources in conjunction with a teacher or other qualified member; of staff;
- Supervise travel training for a student with a mild intellectual disability.

ANNEXURE A

PORTABILITY OF SICK LEAVE

Part to be completed by former Catholic Employer:

_____ was employed by the Diocese of _____ and ceased work on _____
 (Name of Employee) (Date)

At that time untaken sick leave with our employer over the proceeding _____ years of continuous service is as follows:

(SET OUT RECORD)

e.g.	Last year of employment _____	Sick Days
	Year 2 accumulation _____	Sick Days
	Year 3 accumulation _____	Sick Days
	Year 4 accumulation _____	Sick Days
	Year 5 accumulation _____	Sick Days
	Year 6 accumulation _____	Sick Days

 (Employer) (Date)

PART TO BE COMPLETED BY EMPLOYEE:

Name of Employee: _____

Name of former Catholic Employer: _____

I, _____ was formerly employed by _____
(Name of Employee) (Name of former Catholic Employer)

as a school Support Staff Employee from _____ to _____
(Date) (Date)

I commenced with the former Catholic employer on _____
(Date)

Signature (Date)

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

SCHOOL SUPPORT STAFF (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 2275 of 2008)

Before Commissioner McLeay

22 December 2008

AWARD

PART A

CONDITIONS

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Contract of Employment
4A.	Secure Employment
5.	Redundancy
6.	Wages
7.	Payment of Wages
8.	Work During Pupil Vacation Periods
9.	Hours
10.	Implementation of 38 Hour Week
11.	Overtime
12.	Tea Break
13.	Meal Breaks
14.	Public Holidays
15.	Annual Leave and Payment on Termination
16.	Annual Leave Loading
17.	Sick Leave
18.	Catholic Personal/Carer's Leave
19.	Parental Leave - Schedule A Schools
20.	Parental Leave - Schedule B Schools
21.	Long Service Leave - Schedule A Schools
21A.	Long Service Leave - Schedule B Schools
22.	Bereavement Leave
23.	Jury Service
24.	Meal Allowances
25.	Other Allowances
26.	Travelling Expenses
27.	Miscellaneous Conditions
28.	Disputes Avoidance and Grievance Procedure
29.	Superannuation
30.	Anti-Discrimination
31.	Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the <i>Ombudsman Act 1974</i>

32. Labour Flexibility
33. No Extra Claims
34. Leave Reserved
35. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

Schedule A - List of Catholic Independent Schools Covered
by this Award and Bound by Clause 19

Schedule B - List of Catholic Independent Schools Covered
by this Award and Bound by Clause 20

PART C

INDICATIVE DUTIES OF SCHOOL ASSISTANTS

PART D

REDUNDANCY

2. Title

This award shall be known as the School Support Staff (Catholic Independent Schools) (State) Award 2009.

3. Definitions

- (i) "Award" means the School Support Staff (Catholic Independent Schools) (State) Award 2009.
- (ii) "Basic Earnings" mean the minimum rate of pay prescribed for an employee by the award.
- (iii) "Employee" means any employee employed in a clerical and administrative capacity and any employee other than a teacher who is employed to assist and support the principal, teaching staff and other school officers in the day to day functions of the school, including incidental cleaning, but excluding those persons employed solely for the purpose of cleaning, and excluding persons employed under the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2005.

Provided that employees may include school assistants such as food technology assistants, art assistants, TAS assistants, music assistants, agriculture assistants, print room assistants, laboratory assistants, library/audio-visual assistants, book room assistants, bi-lingual aides and teachers' aides.

Employees shall not be deployed instead of a teacher to conduct classroom lessons.

- (iv) "Full-time Employee" means an employee who works 38 hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than 38 per week.
- (vi) "Casual Employee" means an employee engaged and paid as such.
- (vii) "Employer" means the employer of an employee to whom the award applies.
- (viii) "Union" means, for an employee employed in a clerical and administrative capacity either the New South Wales Independent Education Union or the New South Wales Local Government, Clerical,

Administrative, Energy, Airlines and Utilities Union and for an employee employed as a school assistant or shop employee means the New South Wales Independent Education Union.

(ix) "Fund" means either:

- (a) The New South Wales Non-Government Schools Superannuation Fund; or
- (b) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to the award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

4. Contract of Employment

(i) Letter of Appointment

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

- (a) the major and substantial duties of the employee (ie. either clerical/administrative, shop employee or those of a school assistant);
- (b) the classification and rate of pay of the employee;
- (c) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year;
- (d) a statement in relation to superannuation entitlements; and
- (e) whether the rate of pay is payable during term time only or throughout the year in accordance with paragraph (c) of subclause (xii) of clause 6, Wages.

If there is a requirement to work during school vacations, except in accordance with clause 8, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

(ii) Stand down - School Assistants and Shop Employees

- (a) Subject to clause 10, Implementation of 38 Hour Week, a school assistant or shop employee may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act, 1955*.

(iii) Termination of employment

- (a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

Years of Continuous Service	Notice Period
Not more than 1 year	1 week minimum
More than 1 year but not more than 3 years	2 weeks minimum
More than 3 years but not more than 5 years	3 weeks minimum
More than 5 years	4 weeks minimum

(b) In addition to the notice periods specified in paragraph (a) of this subclause, employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional week's notice from the employer.

(c) Paragraphs (a) and (b) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

(d) During the first week of employment, the employment may be terminated by a day's notice given by either party.

(e) The employment of a casual employee may be terminated by one hour's notice by either party.

(iv) Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(v) Payment on Termination

Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

4A. Secure Employment

(i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of

receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Occupational Health and Safety
- (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. Redundancy

See Part D - Redundancy

6. Wages

- (i) Level 1
- (a) Without limiting the foregoing, a Level 1 may be required to perform the following tasks involving basic clerical skills under supervision:
- mailing;
 - filing;
 - collating;
 - operation of photocopying, duplicating, binding and facsimile machines;
 - messenger work;
 - handling mail;
 - checking figures.

- (b) The basic skills required of a Level 1 employee include:

Communication Skills

- an ability to read and write English;
- an ability to perform simple numerical tasks.

Technical Skills

- an ability to operate basic office equipment (e.g. facsimile machine, photocopying machine).

Interpersonal Skills

- an ability to deal with basic internal requirements.

Quality Assurance

- understanding of the quality requirement of their tasks.

Information Handling Skills

- an ability to deal with basic information systems and requirements.

- (c) Level 1 includes Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops.

- (ii) Level 2 (Canteen)

- (a) An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at Level 2 of this award. All other employees working in the canteen shall be appointed at Level 1.

- (b) A person who is responsible for the operation of the canteen or uniform shop:

- (1) has the knowledge and experience to perform duties without technical instructions or supervision;
- (2) has responsibility for planning their own work and, where appropriate, the work of those who are supervised;
- (3) may be required to exercise independent initiative and judgement;
- (4) works under minimal supervision to the level of training held by an employee; and
- (5) is competent in technical areas as required for the position.

- (iii) Level 2

- (a) A Level 2 position is one where the employee may have no formal training and:

- (1) exercises a limited range of skills and undertakes basic duties similar to those indicative duties listed in subclause (i) of Part C, Indicative Duties or in the circumstances where the employee performs clerical and administrative work, shall be proficient in the skills set out in paragraph (b) below and perform the duties in paragraph (c) below;
- (2) is under the general supervision of a teacher or higher level school assistant;

- (3) initially, receives specific direction, leading to routine direction as knowledge of procedures develops; and
 - (4) does not supervise students without a higher level school assistant or teacher present.
- (b) Communication Skills
- proficient written skills such as letter composition;
 - proficient oral communication skills;
 - ability to comprehend and interpret documentation associated with higher tasks.
- Technical Skills
- ability to operate multiple pieces of office equipment with a high degree of competence, including complex calculations.
- Interpersonal Skills
- ability to apply knowledge and skills to meet internal and parental requirements.
- Quality Assurance
- responsible for quality of own work.
- Business/Financial Knowledge and Skills
- ability to deal with more intricate financial matters such as payroll, cashier, credit etc.
- Organisational/Planning Skills
- plans own work schedule and/or work schedule of those who are supervised.
- Training Delivery
- limited school based training in relation to own functions
- (c) A Clerical Officer Level 2 may be required to perform the range of clerical duties that exist in schools other than those required of Level 3 or Level 4 employees or of the Clerical Administrator Level 6. Without limiting the generality of the foregoing such clerical tasks may include:
- (i) data entry and basic computer operation;
 - (ii) sending and receiving e-mails;
 - (iii) word processing/typing;
 - (iv) maintenance of school accounts and petty cash;
 - (v) bank reconciliation;
 - (vi) salary processing;
 - (vii) control of school accounts;
 - (viii) setting up of programmes/ledgers;

- (ix) balancing of data base;
- (x) reception/switchboard;
- (xi) acquisition of school equipment;
- (xii) admission/registers;
- (xiii) enrolment procedures;
- (xiv) school statistical returns;
- (xv) collection of school fees and special purpose money;
- (xvi) issue of transport passes;
- (xvii) maintenance of pupil record cards and sporting rolls;
- (xviii) maintenance of periodical material and overdue book lists;
- (xix) preparation of orders for equipment and stationery.

(iv) Level 3

(a) A Level 3 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in subclause (ii) of Part C, Indicative Duties or, in circumstances where the major and substantial duties which the employee performs are clerical and administrative duties, shall be proficient to an advanced level in the skills set out in paragraph (b) below;
- (2) may be required to exercise independent initiative and judgement;
- (3) has the knowledge and experience to perform basic duties without technical instructions;
- (4) receives instruction for complex tasks or tasks requiring specialised knowledge; and
- (5) would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. Provided that where the employee's major and substantial duties are those of a school assistant, this requirement may be satisfied by relevant employer sponsored programs and/or post secondary training which may include TAFE training.

(b) Communication Skills

an ability to prepare reports and provide written advice related to own tasks and those of clerical employees of similar or lower classifications.

Technical Skills

has the knowledge and ability to operate complex office equipment.

Interpersonal Skills

an ability to deal with more significant and complex internal and external requirements. An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgement is required.

Quality Assurance

an employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.

Business/Financial Knowledge and Skills

understanding of methods and procedures for complex financial operations and systems and ability to administer these operations and systems.

Organisational/Planning Skills

plans own work schedule and/or work schedule of those who are supervised.

Supervisory Skills

up to four employees.

(v) Level 4**(a) A Level 4 position is one where the employee:**

- (1) undertakes duties similar to those indicative duties listed in subclause (iii) of Part C, Indicative Duties of Employees and/or, in circumstances where the employee's major and substantial duties which the employee is required to perform are clerical and administrative duties, shall be proficient to an advanced level in the skills set out in paragraph (b) below;
- (2) is regularly required to exercise independent initiative and judgement;
- (3) shall have responsibility and accountability for maintaining the quality of their own work and, if requested by the employer, the work of others;
- (4) receives limited instructions which relate specifically to matters of substance in the work assignment;
- (5) may assist teachers or other qualified members of staff with the conduct of one or more areas, such as laboratories, libraries, audio-visual units, kitchens or workrooms;
- (6) is competent in technical areas as required for the position; and
- (7) would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. Provided that where the employee's major and substantial duties are those of a school assistant, this requirement may be satisfied by relevant employer sponsored programs and/or post secondary training which may include TAFE training.

(b) Communication Skills

an ability to conduct interviews and provide oral presentations to groups/meetings.

Technical Skills

has the knowledge and ability to operate complex office equipment, including providing assistance and training to other users.

Interpersonal Skills

an ability to deal with more significant and complex internal and external requirements. An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

Quality Assurance

The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

Business/Financial Knowledge and Skills

prepare financial reports;
draft financial forecasts/budgets;
undertake document costing procedures.

Organisational/Planning Skills

may participate in problem solving and/or decision making in relation to operational issues in own work section.

Supervisory Skills

up to six employees.

(vi) Level 5

A Level 5 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in subclause (iv) of Part C, Indicative Duties of Employees;
- (2) possesses knowledge of workplace procedures and of the practices required by the employer including a detailed knowledge of complex procedures relevant to the position;
- (3) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised;
- (4) resolves complex operational problems and coordinates the work within a department of the school;
- (5) assists in planning future department or school organisational needs; and
- (6) is required to have undertaken and completed post secondary training provided by an accredited training provider relevant to the tasks required by the employer for this level, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the employer to be equivalent to the required post secondary training.

(vii) Level 6

An employer may appoint a Clerical Administrator - Level 6. A person employed at this grade shall be proficient where applicable, and without limiting the requirements for this position, an employee at this grade shall be required by the employer to:

perform the entire range of duties and possess the skills required of a Level 4 employee;
 exercise substantial responsibility, independent judgement and initiative with a detailed
 knowledge of complex office procedures;

have and utilise advanced skills and knowledge in the operation of complex equipment and
 procedures;

have completed relevant post-secondary training or have significant and substantial technical and
 procedural knowledge and skill which may be deemed by the employer as being comparable with
 post-secondary training;

resolve operational problems for staff and coordinate work within a section of the office; monitor
 work quality of those supervised; be responsible for those supervised; assist in planning future
 sectional/office-organisational or resources and equipment needs.

(viii) Translocation

From the first pay period to commence on or after 1 July 2005, the employer shall translocate an
 employee to the new structure in accordance with the table below:

Immediately prior to the start of the first pay period 1 July 2005	From the first pay period on or after on or after 1 July 2005
Level 1	Level 1
Level 2	Level 2a
Level 3	Level 3a
Level 4	Level 4a
Level 5	Level 5
Level 6	Level 6

(ix) Progression

- (a) An employee appointed to level 2a, 3a or 4a shall progress to each further step within the level
 upon completion of twelve months' service. For the purpose of this subclause, 12 months service
 is defined as 12 months service excluding unpaid leave, provided that where a full-time or part-
 time employee works 4 school terms in a given year such employees will be regarded as having
 worked 12 months.
- (b) Where an employer considers that service of an employee is not satisfactory and competent, and
 for that reason considers progression to the next step is not warranted, a formal review of these
 matters shall be undertaken by the employer pursuant to clause 28, Disputes Avoidance And
 Grievance Procedure, before the date on which progression would otherwise occur.

(ix) Reclassification

- (a) An employee may apply for reclassification to another level if regularly called upon to perform
 substantial proportion of duties appropriate to the higher level. The employer will examine the
 skills utilised and the duties performed by the employee.
- (b) Where an application is made for reclassification to a higher level, the employer shall determine
 the application within one month of receipt of the application.
- (c) Reclassification to a higher level shall take place from the first full pay period on or after the date
 the application has been approved by the employer.
- (d) The employee shall be placed on the first step of the new level following reclassification.

(x) Higher Duties

Employees required to temporarily perform duties in a higher level for more than one day shall be paid at the higher grade for the whole period during which those duties are performed.

(xi) Wage Rates - Employees Required to Work 48 Weeks a Year.

(a) Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the other provisions of this award, be calculated by dividing the rates of pay set out in Table 1 - Wage Rates, of Part B, Monetary Rates by 52.14.

(b) Part-time Employees

- (1) Subject to the other provisions of this award, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.
- (2) Part-time employees shall be paid a minimum of three hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school shall be paid for a minimum of one hour for each start.
- (3) No part-time employee shall have the number of hours worked adjusted unless by mutual agreement in writing or a redundancy payment being made in accordance with subclause 5, Severance Pay, of Part D - Redundancy.

(c) Casual Employees

- (1) Casual employees, for each hour worked during ordinary time shall, be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them, plus 20 percentum of such hourly equivalent, which is inclusive of compensation for Annual Leave under the *Annual Holidays Act, 1944*.
- (2) Casual employees shall be paid a minimum payment of three 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school shall be paid for a minimum of one hour for each start.

(xii) Wage Rates - Employees not required to work 48 weeks of the year.

Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance with this subclause:

- (a) Where an employee is a shop employee or the employee's major and substantial duties are those of a school assistant and the employee is not required to work 48 weeks in a year (excluding annual leave) then the employer may elect to stand down the employee or to pay the employee in accordance with paragraph (c) of this subclause.
- (b) Where an employee's major and substantial duties are clerical and administrative and the employee is not required to work 48 weeks in a year (excluding annual leave) then the employee will be paid in accordance with paragraph (c) of this subclause.
- (c) When the employer elects to average a full-time employee's payment of wages under paragraphs (a) or (b) of this subclause the employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

$$\frac{(N + 11) \times W}{240}$$

where:

W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (xi) of this clause

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

- (1) N cannot be less than the number of school days in that school;
- (2) the value of N does not include the days paid at a casual rate in Clause 8, Work During Pupil Vacation Periods;
- (3) the number of days worked excludes public holidays; and
- (4) N cannot exceed 229 and if it does the employee shall be paid in accordance with subclause (xi) of this clause.

Provided that where the employee works school terms only (that is, where N equals 204) this formula shall be rounded to:

$$0.9 \times W$$

- (d) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (c) of this subclause, for the class of work performed by them.
- (e) The rate of pay of an employee determined by paragraphs (c) and (d) of this subclause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

(xiii) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

7. Payment of Wages

- (i) Subject to subclause (ii) of this clause, wages shall be paid weekly in ordinary working time no later than Thursday of each week. An employee kept waiting after the normal ceasing time for the payment of wages shall be deemed to be working during any time kept waiting and shall be paid overtime from the normal ceasing time until payment is made.
- (ii)
 - (a) Wages may be paid fortnightly at the employer's discretion where the majority of employees at the school or college are already paid fortnightly.
 - (b) After three month's notice from the employer to the employees the employer may at the employer's discretion make payment by cheque or direct deposit into an account nominated by the employee.
- (iii) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the

matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.

(iv) Annual Remuneration

- (a) Notwithstanding sub-clause (i) and (ii) of this clause, an employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the employer. The sum total of such wages, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed by sub-clause (xi) or (xii) (as relevant) of clause 6, Wages.
- (b) The employer will determine the range of benefits available to the employee and the employee may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the employee's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by sub-clause (xi) or (xii) (as relevant) of clause 6, Wages.

8. Work During Pupil Vacation Periods

- (i) The parties to the award agree that the needs of a school may require work to be performed during periods of pupil vacation and that there is an expectation that employees will be flexible to ensure that such needs are met even though this may necessitate attendance at school during periods of pupil vacation. Subject to the provisions of subclause (ii) of this clause employees can be required to work up to 8 days per year during periods of pupil vacation. Pupil vacation periods do not mean 'student-free days' on which teachers attend work.
- (ii) Employees can be required to work during pupil vacation periods shall be subject to the following guidelines:
 - (a) The employer gives the employee 4 term weeks written notice of the requirement to work during the pupil vacation period;
 - (b) the notice is specific as to the time the employee is to work during the pupil vacation period;
 - (c) the employee cannot be required to work during the period of their 4 weeks' annual leave.
 - (d) the employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days;
 - (e) Notwithstanding the above provisions an employee may agree to waive the conditions found in subparagraphs (a), (b), (c) and (d) of this subclause.
- (iii) Payment for work during pupil vacation periods
 - (a) Any days worked during pupil vacation periods which are not included in the value of 'N' in subclause (xii) of clause 6 Wages, will be paid at the appropriate casual rate for the employee's grade. The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's grade.
 - (b) If an employee is notified by the employer in accordance with sub clause (ii) of this clause and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the employee's grade for that period(s);

- (c) Notwithstanding the provisions of paragraph (a) and (b) of this subclause, an employer and an employee may agree to an alternate arrangement for the payment for time worked during periods of pupil vacation, provided that the employee shall not be financially disadvantaged by that arrangement.
- (iv) Employee has prior Commitments
 - (a) If an employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the employee shall give the employer notice of their unavailability for that particular week. This would be given at the time the employer advises of the requirement to work during the pupil vacation.
 - (b) If despite the notice of the employee's unavailability to work during one particular week in the pupil vacation period in accordance with paragraph (a) of this subclause, an employer still requires the employee to work during that particular week, discussions will be held between the employer and the employee and/or their industrial representatives.
- (v) Pre-existing arrangements
 - (a) Notwithstanding the provisions of subclause (i) of this clause, where an employee employed prior to 15 May 1995 in a clerical and administrative capacity was required to work more than 12 days per school year during pupil vacation periods this may continue.
 - (b) Notwithstanding the provisions of subclause (i) of this clause, where an employee employed prior to 23 July 2001 in a canteen or uniform shop was required to work more than 12 days per school year during pupil vacation periods this may continue.
- (vi) Occupational Health and Safety

For the purpose of this clause, an employee shall not be required to be the only person present at the school.

9. Hours

- (i) Ordinary Hours:

Subject to clause 10, Implementation of 38 Hour Week, the ordinary hours of work for a full-time employee, exclusive of meal breaks, shall not without the payment of overtime exceed an average of 38 per week and shall be worked between the hours of 7.30 am. and 6.00 pm., Monday to Friday, inclusive, and between the hours of 7.30 am. and 12 noon on a Saturday.

- (ii) Casual Employees:

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by subclause (i) of this clause.

- (iii) Part-time Employees:

The spread of ordinary hours of work, exclusive of meal time, shall not exceed eight hours per day.

- (iv) Notice of Hours:

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days' notice of any change of hours is given by the employer to the employee. Provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

- (v) Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week as at the introduction of this award.

10. Implementation of 38 Hour Week

The ordinary hours of work for a full-time employee provided by clause 9, Hours, shall be worked in one of the following methods:

(i) 19-Day Month

A school subject to this award and its employees may agree that the ordinary hours of work provided by the said clause 9 will be worked as a 19 day month, in which case the following provisions shall apply:

- (a) Each employee of the school subject to this award shall work 152 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.
- (b) Each employee shall accrue 24 minutes for each eight hour day worked by the employee to give the employee an entitlement to take a rostered day off.
- (c) Each day of paid leave taken by an employee (but not including long service leave or any period of stand down as provided in subclause (ii) of clause 4, Contract of Employment), and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph (b) of this subclause.
- (d) Rostered days off shall not be regarded as part of the employee's annual leave for any purpose.
- (e) Notwithstanding any other provisions of this subclause, an employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.
- (f) Any employee who is scheduled to take a rostered day off before having worked a complete four-week cycle shall be paid a pro rata amount for the time that the employee has accrued in accordance with paragraph (b) of this subclause.
- (g) Any employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the employee in the cycle in accordance with the said paragraph (b).
- (h) Rostered days off shall be scheduled by mutual agreement between employees and the school.
- (i) An employee shall be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.
- (j) An employee may, with the agreement of the employer, substitute the day on which the employee is scheduled to be rostered off duty for another day.
- (k) If any employee is rostered off duty on the day which coincides with the employee's normal pay day, the employee shall be paid no later than the working day immediately following his/her rostered day off.
- (l) If an employee's rostered day off falls on a public holiday, an alternative rostered day off shall be observed to be fixed by mutual agreement between the employee and the employer.
- (m) Any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 11, Overtime, and shall also receive another rostered day off in lieu.
- (n) Employees are not eligible for sick leave in respect of absences on rostered days off.

(ii) Any Other Method

A school may apply any other method of implementing the ordinary hours of work provided by clause 9, Hours, on which the school reaches agreement with its employees.

(iii) Discussion about Implementation of 38 Hour Week

Each school will propose to its employees the basis of implementing the 38 hour week which it determines is best suited to its operations. If the school and its employees are unable to agree to adopt this proposed basis the matter will be referred to the union, who will discuss it with the employer. If they are unable to agree upon the basis which will be adopted, the matter shall be referred to the Industrial Relations Commission of New South Wales for determination.

(iv) Payment for Rostered Days Off during Stand Down

Notwithstanding any other provisions of this award, the following provisions shall apply in the case of any employee whose contract of employment provides that he or she shall be stood down during the whole or part of non-term time pursuant to subclause (ii) of clause 4, Contract of Employment.

- (a) The ordinary hours of work for employees to whom this subclause applies shall not exceed 40 hours per week, exclusive of meal breaks, without payment of overtime.
- (b) At the commencement of every period during which an employee to whom this subclause applies is stood down, the employee shall be paid, in addition to any other entitlements, an amount calculated by using the formula

$$\frac{w \times 2P}{40}$$

where:

W = the number of weeks worked by the employee since either the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later; and

P = the weekly rate of pay fixed for the employee's work by this award received by the employee since the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later.

- (c) This subclause will not apply to employees whose salary is determined in accordance with paragraph (c) of subclause (xii) of clause 6, Wages.

11. Overtime

- (i) Subject to the provisions of subclause (vi) of this clause an employer may require an employee to work reasonable overtime at overtime rates. All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 9, Hours, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day's work shall stand alone.
- (ii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours

off duty, they shall be paid at double rates until they are released from duty for such period and he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iii) Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked, subject to the conditions herein:
- (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with agreement from the employer. Such agreement shall be in writing and be kept with the time and wages records.
 - (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid at the appropriate overtime rate.
 - (c) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.
- (iv) An employee required to attend the employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.
- Provided that this subclause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.
- (v) For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.
- (vi) 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.
- (vii) For the purposes of subclause 11(vi) what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health or 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.

12. Tea Break

All employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual agreement between the employee and the employer. Such tea break shall be counted as time worked.

13. Meal Breaks

Not more than one hour nor less than half an hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.

14. Public Holidays

- (i) 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 an additional day's holiday to be observed pursuant to subclause (ii) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- (ii) In addition to the holidays specified in subclause (i) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

Provided that the additional holiday will not apply to those employees whose rates of pay are averaged over the year in accordance with paragraphs (a), (b) or (c) of subclause (xii) of clause 6, Wages.

- (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iv) All time worked on a public holiday as specified in subclause (i) of this clause shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

15. Annual Leave and Payment on Termination

- (i) This clause will only apply to employees who are paid in accordance with subclause (xii) of Clause 6, Wages. For all other employees, annual leave and payment on termination provisions are governed by the *Annual Holidays Act 1944*.

For employees paid in accordance with subclause (xii) of Clause 6, wages this clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.
- (ii) The provisions of this clause shall apply as set out in the relevant sub-clauses where:
 - (a) an employee's employment ceases
 - (b) an employee commences employment after the school service date;
 - (c) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
 - (d) the working hours of the employee have varied since the school service date.
- (iii) Calculation of Payments
 - (a) A payment made pursuant to paragraph (a), (b) or (c) of sub-clause (ii) of this clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A = The number of term weeks worked by the employee since the school service date

B = The number of non-term weeks in the school year

C = The number of term weeks in the school year

D = Result in weeks

E = The number of non-term weeks worked by the employee since the school service date

F = Result in weeks

G = The employee's current fortnightly salary

H = Amount Due

- (b) A payment made pursuant to paragraph (d) of sub-clause (ii) of this clause to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A = Total salary paid to the employee since the school service date

B = Salary paid to the employee in respect of non-term weeks since the school service date

C = Salary paid to the employee in respect of term weeks since the school service date

D = The total number of non-term weeks in the school year

E = The total number of term weeks in the school year

F = Result in dollars

G = Amount Due

- (c) For the purpose of this clause:

- (i) "School Service Date" means the usual commencement date of employment at the school for employees covered by this award commencing in term 1.

- (iv) Employees who commence Employment after the School Service Date

- (a) An employee who commences employment after the school service date shall be paid from the date the employee commences provided that, at the end of Term IV, the employee shall be paid an amount calculated pursuant to sub-clause (iii) of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the employee for the purposes of this clause shall be deemed to be the school service date.

(v) Employees who take Approved Leave Without Pay or Parental Leave

Where an employee takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the employee shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an employee who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the employee shall be paid at the conclusion of Term IV as follows:
 - (i) by applying for formula in sub-clause (iii) as if no payment had been made to the employee at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the employee.

(vi) Employees Whose Hours Have Varied

Where the hours which an employee normally works at a school have varied since the school service date in any school year and the employee's employment is to continue into the next school year, the employee shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause (iii) of this clause shall be calculated; and
 - (b) the employee shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the employee during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the employee is paid the amount received will differ from the pay in the preceding fortnights).
- (vii) Notwithstanding the provisions of paragraph (a) of subclause (i) an employee shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the employee would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

16. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Where an employee is given and takes their annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay their employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.

- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award or, where such a holiday is given and taken in separate periods in relation to each such separate period. NOTE: See subclause (vi) of this clause as to holidays taken wholly or partly in advance.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
- (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (c) Where an employee receives a payment pursuant to paragraph (a) of subclause (iii) of clause 15, Annual Leave and Payment on Termination, the employee shall be entitled to be paid for that part of the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks since the school service date.
- (vii)
- (a) Where the employment of an employee is terminated by their employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

17. Sick Leave

- (i) An employee shall be entitled to sick leave on full pay, in accordance with the following table, upon each anniversary of their continuous service which occurs after the first full pay period on or after 29 January 2005.

Employees who work 45 term weeks or more per school year	15 days sick leave per annum
Employees who work 41 term weeks or more, but less than 45 weeks per school year	14 days sick leave per annum
Employees who work less than 41 term weeks per school year	13 days sick leave per annum

The taking of sick leave is subject to the following conditions:

- (a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act, 1987*.

- (b) The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of the commencement of such absence, inform the employer of an inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.

- (d) Service before the date of coming into force of this award shall be taken into account for the purpose of calculating the annual entitlement to sick leave, provided however:
 - (1) that for years of service completed between 1 January 2001 and immediately prior to the employee's anniversary of continuing service which occurred after the first full pay period on or after 29 January 2005 the sick leave entitlement was ten (10) days during the first year and twelve (12) days during the second and subsequent years; and
 - (2) that for years of service completed before 1 January 2001 the sick leave entitlement was seven (7) days during the first year and ten (10) days during the second and subsequent years.

(ii)

- (a) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.
- (b) When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.

(iii) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that an employer shall not be bound to credit an employee for sick leave which accrued more than fifteen years before the end of the last completed year of service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.

(iv) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by the operation of this clause.

(v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

18. Catholic Personal/Carer's Leave

18.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 28, Disputes Avoidance and Grievance Procedure should be followed.

18.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18.1(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18.1(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18.1(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18.2(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

18.3 Notification of Intention to Take Leave

In relation to sub-clauses 18.1 and 18.2, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, 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.

18.4 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18.1(c)(2) or paragraph 18.2(c) who is ill or who requires care due to an unexpected emergency.

18.5 Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

18.6 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.

18.7 Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

18.8 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18.9 Entitlement for casual employees

- (a) Subject to the requirements in paragraph 18.1(b) and subclause 18.3 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 18.1 (c) (2) or subclause 18.2 (c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

19. Parental Leave - Schedule a Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule A of Part B of this Award.

19.1 Maternity Leave

- (a) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006shall be entitled to maternity leave in accordance with this sub-clause.
- (b) Subject to the provisions of sub-paragraphs (i), (ii) and (iii) of this paragraph, the maternity leave shall be paid for fourteen weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period).
 - (i) For employees required to work 48 weeks a year and paid an unaveraged salary in accordance with clause 6(xi) of the award, the fourteen weeks paid maternity leave shall be inclusive of non term periods falling within the fourteen weeks. For the purpose of this subparagraph, paid maternity leave shall not include any period of annual leave.
 - (ii) For employees not required to work 48 weeks a year and paid an averaged salary in accordance with clause 6(xii)(c) of the award, the fourteen weeks paid maternity leave shall be inclusive of non term periods falling within the fourteen weeks, other than where an employee works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this subparagraph, non-term periods shall not include the first four weeks of the school summer vacation period.
 - (iii) For employees not required to work 48 weeks a year and stood down without pay during pupil vacation periods in accordance with clause 6(xii)(a) of the award the fourteen weeks paid maternity leave shall be inclusive of non term periods falling within the fourteen

weeks and shall be paid at the employee's average weekly salary. For the purpose of this subparagraph, the average weekly salary shall be determined by taking the total salary earned by the employee over the previous 12 months and dividing it by 52.14 weeks.

- (c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month's notice of intention.
- (e) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the employee (to which the employee, but for this clause, would have been entitled under clause 17, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the employee is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the employee for the purpose of clause 15, Annual Leave and Payment on Termination.
- (i) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where an employee gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the employee will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the employee will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall apply.

19.2 Adoption Leave

- (a) An employee who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) An employee shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

19.3 Paternity Leave

- (a) An employee shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 19.3(a), an employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such

leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to clause 18 of this award.

- (c) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 19.3(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (e) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19.3(c) above.

19.4 Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996 (NSW)*) because:

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

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

19.5 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

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

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this subclause must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

19.6 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (1) 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 parental leave; and
 - (2) 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 parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

20. Parental Leave - Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Award.

- (a) Maternity Leave
- (i) An employee who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* shall be entitled to paid maternity leave in accordance with this clause.
 - (ii) The amount of paid leave for an employee who takes leave after 20 October 2005 shall be twelve weeks, provided that an employee who commences maternity leave prior to 20 October 2005, shall be entitled to nine weeks leave.
 - (iii) The employee must be paid at the rate the employee was paid at the time of commencing leave.
 - (iv) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
 - (v) The employer must pay the first, or lump sum, payment at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (A), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.

- (vi) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
 - (vii) The period of maternity leave will not count as a period of service under this award or any statute.
 - (viii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (1) of the *Industrial Relations Act 1996*.
 - (ix) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.
- (b) Paternity Leave
- (i) An employee who takes paternity leave on or after 20 October 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to Clause 18 of this award.
 - (ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.
- (c) Adoption Leave
- (i) An employee shall be entitled to nine weeks paid leave for the purpose of adopting any child providing the leave is taken before the child reaches full-time enrolment age.
 - (ii) The period of paid adoption leave will not count as a period of service under this award or any statute.
 - (iii) An employee shall be required to give written notice of the approval or other decision to adopt a child at least 10 weeks prior to the expected date of placement of the child and shall provide other notice consistent with the provisions of section 58 (3) of the *Industrial Relations Act 1996*.
- (d) Casual Employees
- An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (e) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

- (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (C) to return from a period of 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (i)(B) and (i)(C) of this subclause must be recorded in writing.
 - (iv) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (i) (C), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.
- (f) Communication during parental leave
- (i) Where an employee is on 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 parental leave; and
 - (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental 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 parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee 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).

21. Long Service Leave - Schedule a Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule A of Part B of this Award.

- (i) Applicability of *Long Service Leave Act 1955*.

Except in so far as expressly varied by the provisions of this clause, the provisions of the Act shall apply to employees employed under this Award.

(ii) Entitlement to leave from 30 January 2006

Subject to sub-clause (iii) of this award, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

- (a) In respect of full-time service an employee shall accrue 49.4 hours per year of service. "Full - time service" means service of 38 hours per week (consistent with the definition of full-time employee in clause 3(iv) of this award).
- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this clause.

(iii) Calculation of Accrued Leave as at 29 January 2006

- (a) An employee whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 1 January 2001	.866 weeks per year.
1 January 2001 to 29 January 2006	1.3 weeks per year or portion of a year.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of employees within Catholic schools, whose terms of engagement may change in terms of hours of work during their working career. To that end on and from 29 January 2006, all existing accruals will be converted from weeks to working hours.
- (c) The following formula will be used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
 - (1) all full-time employees, as at 29 January 2006, will have their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
 - (2) all part-time employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- (iv) An employee shall be entitled to take any leave accrued under subclause (ii) and subclause (iii) of this clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (v) It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.

For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would

accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (ie. 617.5 divided by 19).

- (vi) In the case of an employee who has completed at least five years service with an employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) and subclause (iii) of this Clause.
- (vii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid leave in accordance with clause 19 Parental Leave - Schedule A Schools, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

21A. Long Service Leave - Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Award.

- (i) Applicability of *Long Service Leave Act 1955*.

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act shall apply to employees employed under this award.

- (ii) In respect of service after 1 January 2001 by an employee who has at least 10 years service, the long service leave entitlement of an employee shall be:
 - (a) in the case of an employee who has completed ten years service, 13 weeks; and
 - (b) In respect of each 5 years since the employee last became entitled to long service leave, 6.5 weeks.
 - (c) In the case of an employee who has completed at least five years service with an employer where the service of the employee is terminated or ceases for any reason, the employee shall be paid a proportionate amount of long service leave on the basis of 13 weeks for ten years service from 1 January 2001 and on the basis of two months for ten years service prior to 1 January 2001.

(Note: The *Long Service Leave Act 1955* provided for two months of long service leave for ten years service).

- (iii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking parental leave (including paid and unpaid leave in accordance with clause 20 Parental Leave - Schedule B Schools), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

22. Bereavement Leave

- (i) An employee shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, step-child or grandchild, of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three days in respect of any such death. An employee may be required to provide the employer with satisfactory evidence of such death.
- (ii) Where the employee takes bereavement leave in accordance with subclause (i) of this clause, an employer in their absolute discretion may grant the employee additional leave without pay or leave with pay.

- (iii) Where the employee requests leave to attend a funeral of a person not specified in subclause (i) the employer in their absolute discretion may grant the employee leave as leave without pay or bereavement leave with pay.
- (iv) Where an employer grants an employee leave with pay in accordance with subclauses (ii) or (iii) of this clause, such leave will be deducted from the employee's entitlement to sick leave in accordance with clause 17, Sick Leave.
- (v) An employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of paid leave entitlement under this award or otherwise.
- (vi) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Personal/Carer's Leave in Clause 18, provided that for the purposes of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (vii) Bereavement Leave may be taken in conjunction with other leave available under subclauses 18.4, 18.5, 18.6 and 18.7 of Clause 18 Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (viii) **Casual Employees**
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in subclause 18.9, provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23. Jury Service

- (i) A full-time or part-time employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (ii) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Meal Allowances

An employee working overtime shall be paid a meal allowance in any of the following circumstances:

- (a) When required to work beyond 6.00 pm. - the rate set by Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) If overtime continues beyond 10.00 pm. - the rate set out in the said Item 1;

- (c) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in subclauses (a) and (b) of this clause shall not be payable;
- (d) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

25. Other Allowances

An eligible employee may only be paid one of the following allowances.

- (i) **Mixed Health Allowance**
 - (a) An employee who:
 - (1) has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body and has been required by an employer to perform first-aid duty; and
 - (2) is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school;shall be paid an allowance set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (b) A person who receives this allowance can also be called upon to dispense medication to pupils, or to supervise a pupil who self-administers medication.
 - (c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.
- (ii) **First Aid Allowance**
 - (a) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, if the employee is required by the employer to perform first-aid duty.
 - (b) A person who receives this allowance can also be called on to dispense medication to pupils, or to supervise a pupil who self administers medication.
 - (c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.
- (iii) **Health Care Procedures Allowance**
 - (a) An employee who is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school, shall be paid an allowance set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (b) All health care procedures will be in accordance with a medical plan developed by the pupil's treating practitioner and provided to the employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one or more of the following:
 - (i) **Tube feeding**

This includes feeding via a gastromostomy or naso-gastic tube but does not include tube insertion.

(ii) Suctioning

This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheostomy tube. This does not include tracheostomy tube changes.

(iii) Assisted toileting

This includes assisting with self catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. This does not include the insertion of an indwelling urinary catheter.

(c) This allowance is only paid when:

- (i) such procedures and/or supervision is required by the employer; and
- (ii) the employee is on duty.

(d) An employee who receives this allowance may also be called upon to dispense medication to pupils or supervise a pupil who self administers medication.

(iv) Medication Allowance

(a) An employee is required by an employer from time to time to dispense medication to pupils of the school, or is required to supervise a pupil, who self-administers medication, shall be paid an allowance set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(b) This allowance is only paid when:

- (i) such procedures and/or supervision is required by the employer; and
- (ii) the employee is on duty.

26. Travelling Expenses

- (i) When an employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred and in addition, shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.
- (iii) Any employee required to provide a motor car shall be paid an allowance per week at the rate set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B-Monetary Rates.
- (iv) Where an employee is required by their employer to use their own motor car on a casual or incidental basis, they shall be paid an allowance as set out in Item 7 of the said Table 2, during such use.
- (v) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

27. Miscellaneous Conditions

(i) Meal Facilities:

Employees shall be supplied with facilities for tea making and heating food.

(ii) Accommodation for Meals:

Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather and every such employee shall leave such place in a thoroughly clean condition.

(iii) Uniforms and Protective Clothing:

(a) In the event of an employee being required to wear a uniform, including laboratory coats such uniform shall be provided by the employer and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.

(b) Where employees are required to work in laboratories and required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge.

(iv) Dressing Accommodation:

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

(v) A first-aid kit shall be supplied and readily available to all employees.

(vi) All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.

(vii) Protective clothing, uniforms, or rubber gloves supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.

(viii) School Assistants who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the employer's expense.

28. Disputes Avoidance and Grievance Procedure

(i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation. Further, the parties agree that, subject to the provisions of the *Industrial Relations Act* 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matter(s) in question.

(ii) Procedures relating to grievances of individual employees:

(a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

(b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

(c) Reasonable time limits must be allowed for discussion at each level of authority.

(d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

(e) While a procedure is being followed, normal work must continue.

(f) The employee may be represented by a relevant union for the purpose of each procedure.

- (iii) Procedures relating to disputes, etc., between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Where it has not been possible for an employer to resolve the question, dispute or difficulty in the ordinary course of events at a school, the employer is required to notify (in writing or otherwise) the employees as to the substance of the grievance and require the employee to attend a meeting to discuss the grievance. The employee may bring another member of staff or a representative of the relevant union to this meeting as a witness.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) While a procedure is being followed, normal work must continue.
 - (e) The employer may be represented by an employer representative and the employees may be represented by a relevant union for the purpose of each procedure.

29. Superannuation

- (i) Fund
- (a) The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.
 - (b) The Clerical and Administrative & Retail Employees Plan shall be offered to each employee employed in a clerical or administrative capacity prior to 23 July 2001.

(ii) Definitions

For the purpose of this clause, the following definitions shall apply:

- (a) "Basic Earnings" for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this award and the amount of any payment made to the employee pursuant to Clause 15, Annual Leave and Payment on Termination.
- (b) "Fund" means either
 - (1) the New South Wales Non-Government Schools Superannuation Fund; or
 - (2) the Clerical Administrative and Retail Employees Plan; or
 - (3) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

(iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee's basic earnings.

- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's day of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) the employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of
 - (1) casual employees who earn in excess of \$ 2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue of the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.
- (h) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

(iv) Transfer between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of sub-clause (iii) of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

(ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

(iii) Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (1) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (2) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (3) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

- (iv) Additional Documentation from Employee
 - (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
 - (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.
- (v) Confidentiality of documents and files
 - (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

32. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer, pursuant to subclauses (i) and (ii) of this clause, shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) An employee whose major and substantial duties are clerical and administrative can be required to perform the duties of a school assistant at an equivalent or lower level provided that the employee has the competence to perform those duties.
- (v) An employee whose major and substantial duties are those of a school assistant can be required to perform clerical and administrative duties at an equivalent or lower level provided that the employee has the competence to perform those duties.
- (vi) A shop employee can be required to perform the duties of a school assistant or clerical and administrative duties at an equivalent or lower level provided that the employee has the competence to perform those duties.
- (vii) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- 33.1 Subject to the provisions of Clause 34, Leave Reserved, it is a term of this award that the unions will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2011.
- 33.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements provided under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case Decision) handed down prior to or during the nominal term of this award and until 31 December 2011 and no claim can be made for such.

34. Leave Reserved

- 34.1 Notwithstanding the provisions of Clause 33, No Extra Claims, leave is reserved by the parties to apply for the variation of subclauses 20.1 (maternity leave) and 20.2 (adoption leave) of Clause 20, Parental leave - Schedule B Schools, during the life of this award. Such leave is reserved to give effect to any

future improvements to maternity leave and adoption leave conditions that may arise under the Teachers (Independent Schools) (State) Award 2004.

35. Area, Incidence and Duration

- (i) This award rescinds and replaces the School Support Staff (Catholic Independent Schools) (State) Award 2005 published 13 January 2006 (356 I.G. 196), as varied.

Note:

The School Support Staff (Catholic Independent Schools) (State) Award 2001 replaced the Miscellaneous Workers (Independent Schools and Colleges, &c. (State) Award published 17 February 1995 (283 I.G. 1193) as varied, and the Shop Employees (State) Award published 18 May 2001 (324 I.G. 935) insofar as those awards applied to employees classified under the Shop Stream of that award from 23 July 2001.

- (ii) This award shall apply to all employees as defined in subclause (iii) of Clause 3 and Clause 6, Wages, employed in Catholic schools in New South Wales with the exception of Loreto Kirribilli, and with the exception of schools operated by the Archdioceses of Canberra-Goulburn or Sydney or by one of the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong. The Catholic schools covered by this award include those listed in Schedule A and Schedule B of Part B of this Award.
- (iii) It shall take effect on and from 18 December 2008 and shall remain in force for a period of three years.

PART B

MONETARY RATES

Table 1 - Wage Rates

Level	First full pay period on or after 29 January 2009 (4%) \$	First full pay period on or after 29 January 2010 (4%) \$	First full pay period on or after 29 January 2011 (4%) \$
1	45,811	47,643	49,549
2a	47,480	49,379	51,354
2b	47,954	49,872	51,867
2c	48,430	50,367	52,382
3a	50,697	52,725	54,834
3b	51,204	53,252	55,382
3c	51,711	53,779	55,930
4a	53,913	56,070	58,313
4b	54,450	56,628	58,893
4c	54,990	57,190	59,478
5	57,256	59,546	61,928
6	63,247	65,777	68,408

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	As at 29 January 2008 \$	From 29 January 2009 (4%) \$	From 29 January 2010 (4%) \$	From 29 January 2011 (4%) \$
1*	24	Overtime/Meal Allowance	10.52	11.96	11.96	11.96

2	25(i)	Mixed Health Allowance		30.98 per week 6.20 per day	32.22 per week 6.44 per day	33.51 per week 6.70 per day
3	25(ii)	First Aid Allowance	15.30 per week 3.06 per day	15.91 per week 3.18 per day	16.55 per week 3.31 per day	17.16 per week 3.43 per day
4	25(iii)	Health Care Procedures		15.81 per week 3.16 per day	16.44 per week 3.29 per day	17.10 per week 3.42 per day
5	25(iv)	Medication Allowance	7.68 per week 1.54 per day	7.99 per week 1.60 per day	8.31 per week 1.66 per day	8.64 per week 1.73 per day
6*	26(iii)	Own Car Allowance - for a vehicle 1500cc under	89.64 per week	101.02 per week	101.02 per week	101.02 per week
		For a vehicle over 1500cc	110.80 per week	124.87 per week	124.87 per week	124.87 per week
7*	26(iv)	Own Car Allowance for use on a casual or incidental basis	0.57 per km	0.64 per km	0.64 per km	0.64 per km
8*	27 (iii)(a)	Laundry Allowance	6.25 per week	6.90 per week	6.90 per week	6.90 per week

Items 1, 6, 7 and 8 to be adjusted for CPI increases. Current rates have been adjusted to include the September Quarter 2008.

SCHEDULE A

List of Catholic Independent Schools Covered by this Award and Bound by Clause 19

Berne Education Centre Lewisham	St Edmund's School, Wahroonga
Boys Town, Engadine	St Edward College, East Gosford
Brigidine College, St Ives	St Gabriel's School for Hearing Impaired Children, Castle Hill
Christian Brothers High School, Lewisham	St Gregory's Armenian School, Rouse Hill
Edmund Rice College, Wollongong	St Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St Josephs College, Hunters Hill
Mater Dei, Camden	St Lucy's School for the Blind, Wahroonga
Mount St Benedict College, Pennant Hills	St Maroun's School, Dulwich Hill
Mount St Joseph Milperra	St Patrick's College, Campbelltown
Oakhill College, Castle Hill	St Patrick's College, Strathfield
Our Lady of Lebanon College, Harris Park	St Paul's International College, Moss Vale
Our Lady of Mercy College, Parramatta	St Pius X College, Chatswood
Red Bend Catholic College, Forbes	St Scholastica's College, Glebe
St Augustine's College, Brookvale	Santa Sabina College, Strathfield
St Charbel's College, Punchbowl	Trinity Catholic College, Lismore
St Clare's College, Waverley	Waverley College, Waverley
St Dominic's College, Kingswood	

SCHEDULE B

List of Catholic Independent Schools Covered By This Award And Bound by Clause 20

Chevalier College, Bowral	St Ignatius College, Riverview
Kincoppal, Rose Bay	St Stanislaus College, Bathurst
Loreto College, Normanhurst	St Vincent's College, Potts Point

Monte Sant Angelo College, North Sydney	St Mary Star of the Sea College, Wollongong
Rosebank College, Five Dock	Stella Maris College, Manly
St Aloysius College, Milsons Point	

PART C

Indicative Duties Of School Assistants

(i) Level 2 School Assistant

An employee at this level may be required by the employer to undertake the following indicative duties:

Indicative Duties:

setting up areas for teaching/examination activities

cleaning up after activities

maintaining tidiness of school property

washing students (to Year 6)

assisting students (to Year 6) in their dressing needs

toileting students (to Year 6)

unpacking, sorting and checking of equipment

performing routine and incidental "clerical" work in connection with the area of work (e.g. filing, typing, keying data into computer)

checking books in and out

copying and duplication of materials

assembling, dismantling, and safeguarding articles or equipment or teaching aides for demonstration or practical work

carrying out minor maintenance on same

receiving, issuing, distributing, stock-taking and safeguarding of goods, supplies, stores, materials and equipment, including teaching resources and excluding dangerous goods

the organisation of rooms, furniture and material for examinations or other occasions as required

the setting up and care of public address systems and security alarm systems and other related duties

basic first aid, if qualified, and directed to undertake this role

basic preparation of practical work for use in the classroom

assisting with supervision of students on excursions

preparing for excursions - duties not directly related to educational component

incidental cleaning and incidental clerical duties as directed

maintaining database information

basic operation of computer software
maintain petty cash or assist with recording finances
basic repair of resource material
general supervision of students under the direction of a teacher
regular basic maintenance of equipment
basic care of flora and fauna.

(ii) Level 3 School Assistant

An employee at this level may be required by the employer to undertake any of the tasks required at Level 2 in addition to the following duties:

Indicative Duties:

washing disabled or other students
assisting disabled or other students in their dressing needs
toileting disabled or other students
care of flora and fauna not requiring specialised knowledge
travel with a student with mild or moderate intellectual disability
handling, storing and distributing goods and resources
maintenance and operation of equipment requiring the application of limited skills
completion of stock control documentation
regular cleaning and maintenance of equipment including audio-visual equipment
preparation of displays
preparation of charts, diagrams and models
interpreting problems of non-English-speaking students to teachers (bi-lingual aides only)
interpreting within the school community
preparation of general laboratory experiments
preparing simple chemical solutions and, under instruction, more complicated solutions
using appropriate storage systems, including for dangerous and toxic substances
monitoring expenditure on resources
researching reference material under the direction of a teacher
assisting with the supervision of students during non-teaching periods

assisting a teacher with a small group of students in an area adjacent to that concurrently used by the responsible teacher

supervising "quiet work" of small groups of students in other than a classroom situation

(iii) Level 4 School Assistant

In addition to undertaking the duties of a Level 3 employee, an employee at this level will be required by the employer to undertake additional duties as required for Level 4:

Indicative Duties:

assisting in teaching duties under the direction and general supervision of a qualified teacher or an employee at Level 5 of this award

under direction, taking students for their individualised teaching plans in specific areas

reporting to teachers on students' progress and charting of individual teaching plans

assisting therapists in their work with students

carrying out individual programs of a self help nature that develop independent living skills in students

taking part in case management meetings with teachers

responsibility for library if no librarian is present

preparation of complex laboratory experiments

developing appropriate storage systems, including for dangerous and toxic substances

assisting a teacher to take a group of not more than 5 students for duties of a non-teaching nature involving skills in a language other than English

assistance in the training of employees at a lower level

travel with up to 4 students with mild or moderate intellectual disability

(iv) Level 5 School Assistant

In addition to undertaking the duties of a Level 4 employee, an employee at this level will be assessed, by the employer, as undertaking additional duties as required for a Level 5:

Indicative Duties

in conjunction with teachers, planning teaching programs

in conjunction with teachers, preparing reports for parents

providing in-service to teachers in specific technical or other areas

supervision, training and coordination of staff, and responsibility for their efficient allocation and control

assisting with assessment and appraisal of students

researching reference material for teachers

maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms

repair of equipment requiring technical knowledge and expertise

purchase of resources in conjunction with a teacher or other qualified member of staff

supervise travel training for a student with a mild intellectual disability.

PART D

Redundancy

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 1.4 This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
2. Employers Duty to Notify and Discuss
 - 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - 2.2 The employer shall discuss with the employees affected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
 - 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
3. Discussions Before Terminations
 - 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation Or Structure

4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.

4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this part had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Centrelink.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

5.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

J. McLEAY, Commissioner

SCHOOL SUPPORT STAFF (COUNTRY AND REGIONAL DIOCESES) (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 1976 of 2008)

Before Commissioner McLeay

22 December 2008

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
	(i) Award
	(ii) Basic Earnings
	(iii) Employee
	(iv) Full-time Employee
	(v) Part-time Employee
	(vi) Casual Employee
	(vii) Employer
	(viii) Union
4.	Contract of Employment
	(i) Letter of Appointment
	(ii) Stand Down-Employees on an Unaveraged Rate of Pay
	(iii) Termination of Employment
	(iv) Statement of Service
	(v) Payment on Termination
	(vi) Employees on Recurring Fixed Term Contracts for a Continuous Period
	(vii) Probation
4A.	Secure Employment
	(i) Objective of this Clause
	(ii) Casual Conversion
	(iii) Occupational Health and Safety
	(iv) Disputes Regarding Application of this Clause
5.	Redundancy
	(i) Application of this Clause
	(ii) Employers Duty to Notify and Discuss
	(iii) Discussions before Termination
	(iv) Notice for Change in Production, Program, Organisation or Structure
	(v) Severance Pay
6.	Classification
	(i) School Aide Level 1
	(ii) School Officer (Canteen) Level 2
	(iii) School Officer Levels 2 to 4

- (iv) Senior School Officer Level 5
- (v) Senior School Officer Level 6
- (vi) Higher Duties
- (vii) Mixed functions
- 7. Wage Rates
 - (i) Wage Rates - Employees Required To Work 48 Weeks a Year (the unaveraged rate)
 - (ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)
 - (iii) Part-Time Employees
 - (iv) Rounding of Rates
- 8. Payment of Wages
 - (i) Fortnightly Payments
 - (ii) Repayment of Excess Payments
 - (iii) Annual Remuneration
- 9. Work During Pupil Vacation Periods
 - (i) Conditions for Working
 - (ii) Casual Rates Apply
 - (iii) Employee has prior Commitments
 - (iv) Occupational Health and Safety
- 10. Hours
 - (i) Ordinary Hours
 - (ii) Casual Employees
 - (iii) Part-Time Employees
 - (iv) Notice of Hours
 - (v) Part-Time employees who work not normally rostered to work
 - (vi) Nothing in this clause shall increase the hours of work where employee worked less than 38 hours per week.
 - (vii) Make Up Time
- 11. Overtime
 - (i) Reasonable Overtime
 - (ii) Time Off Between Duty
 - (iii) Time Off in Lieu of Payment for Overtime
 - (iv) Minimum Payment of Two Hours
 - (v) Work Done on a Sunday
 - (vi) Unreasonable Overtime
- 12. Tea Break
- 13. Meal Break
- 14. Public Holidays
 - (i) Public holidays for the State to be observed pursuant to subclause (ii) of this clause
 - (ii) An employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year.
 - (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay
 - (iv) Rate of Pay on a Public Holiday
- 15. Annual Leave and Payment on Termination
 - (i) In lieu
 - (ii) Application of Clause
 - (iii) Calculations of Payments
 - (iv) Employees who commence Employment after the School Service Date
 - (v) Employees who take Approved Leave Without Pay or Parental Leave
 - (vi) Employees Whose Hours Have Varied

16. Annual Leave Loading
17. Sick Leave
 - (i) Entitlement
 - (ii) Part-Time Entitlement
 - (iii) Accumulation of Sick Leave
 - (iv) Service before the date of this award
 - (v) Award Holidays are not Sick Leave
 - (vi) Portability
18. Catholic Personal/Carer's Leave
 - (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (ii) Use of Sick Leave for a Pressing Domestic Necessity
 - (iii) Notification of Intention to Take Leave
 - (iv) Unpaid Leave for Family Purpose
 - (v) Annual Leave
 - (vi) Entitlement for casual employees
19. Parental Leave
 - (i) See *Industrial Relations Act 1996*
 - (ii) Paternity Leave
 - (iii) Adoption Leave
 - (iv) Casual Employees
 - (v) Right to request
 - (vi) Communication during parental leave
20. Maternity Leave
21. Long Service Leave
22. Bereavement Leave
23. Jury Service
24. Meal Allowance
25. Other Allowances
26. Travelling Expenses
27. Miscellaneous Conditions
 - (i) Uniforms and Protective Clothing
 - (ii) First Aid Kit
 - (iii) Cleaning Equipment
 - (iv) Annual Medical Check-up
 - (v) Meal Facilities and Accommodation
 - (vi) Playground supervision
28. Anti Discrimination
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PART B

MONETARY RATES

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PART C

Level 5 School Officers - Indicative Duties

ANNEXURE A

Portability of Sick Leave

2. Title

This award shall be known as the School Support Staff (Country and Regional Dioceses) (State) Award 2008.

3. Definitions

- (i) "Award" means the School Support Staff (Country and Regional Dioceses) (State) Award 2008.
- (ii) "Basic Earnings" mean the minimum rate of pay prescribed for an employee by the award.
- (iii) "Employee" means any employee employed in a clerical and administrative capacity and any employee other than a teacher who is employed to assist and support the principal, teaching staff and other school officers in the day to day functions of the school, including incidental cleaning, but excluding those persons employed solely for the purpose of cleaning, and excluding persons employed under the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2003. Employees may be engaged in the following classifications:
 - (a) School Aide as defined in clause 6(i);
 - (b) School Officer (Canteen) as defined in clause 6(ii);
 - (c) School Officers as defined in clause 6(iii);
 - (d) Senior School Officer Level 5 as defined in clause 6(iv);
 - (e) Senior School Officer Level 6 as defined in clause 6(v);

Provided that employees may include school assistants such as food technology assistants, art assistants, TAS assistants, music assistants, agriculture assistants, print room assistants, laboratory assistants, library/audio-visual assistants, book room assistants, bi-lingual aides and teachers' aides.

- (iv) "Full-time Employee" means an employee who works thirty eight hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than thirty eight hours per week.
- (vi) "Casual Employee" means an employee engaged and paid as such.
- (vii) "Employer" means the employer of an employee to whom the award applies.

- (viii) "Union" means either the NSW Independent Education Union or (in relation to eligible employees) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

4. Contract of Employment

- (i) Letter of Appointment

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

- (a) the classification and rate of pay of the employee; and
- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year; and
- (c) a statement in relation to superannuation entitlements.
- (d) whether the wages are averaged or unaveraged (as defined in clause 7 Wage Rates).

If there is a requirement to work during school vacations, except in accordance with clause 9, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

- (ii) Stand Down - Employees on an Unaveraged Rate of Pay

- (a) An employee who receives an unaveraged rate of pay in accordance with clause 7 Wage Rates may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act, 1955*.

- (iii) Termination of Employment

- (a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

Years of Continuous Service	Notice Period
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	4 weeks minimum

- (b) In addition to the notice periods specified in paragraph (a) of this subclause employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional week's notice from the employer.

- (c) Paragraphs (a) and (b) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
 - (d) During the first week of employment, the employment may be terminated by a day's notice given by either party.
 - (e) The employment of a casual employee may be terminated by one hour's notice by either party.
- (iv) Statement of Service
- On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.
- (v) Payment on Termination
- Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.
- (vi) Employees on recurring fixed term contracts for a continuous period
- (a) This clause shall apply to employees only employed under an unbroken series of fixed term contracts for a continuous period of more than four years for specific purpose programs.
 - (b) This clause shall not apply to employees who would otherwise qualify under clause (a) but for a break in employment of 10 or more term weeks.
 - (c) In analysing eligible service (ie paid weeks), the employer will calculate the average number of weekly hours the relevant employee has worked over the preceding four school years. The employee will be deemed to be a permanent employee for the equivalent of 65% of the average number of weekly hours of the previous four years, rounded to the nearest hour, subject to subclause (d).
 - (d) The number of hours which shall be allocated to an employee on a permanent basis at the commencement of this clause shall under subclause (c) shall not be more than the average number of hours worked by the employee in the fourth year of the calculation in subclause (c).
 - (e) For employees employed at the date of the making of this award, the calculation in subclause (c) will be for the hours worked by the employee for the period of four years concluding at the end of the 2008 school year.
 - (f) For employees who newly qualify under subclause (a) during the life of this award, employers will calculate the average hours worked in accordance with subclause (c).
 - (g) Where an employee works hours in excess of the permanent hours calculated in subclause (c), the employee will be employed for those additional hours on a temporary basis. The additional hours will not be guaranteed and will not attract overtime payments unless they exceed the ordinary hours for a full-time employee as defined in this award.
 - (h) To give effect to this clause, an employee shall undertake any duties that fall within the classification structure in clause 6 provided that the employee has the skill, competence and training to perform the required duties. Such duties may be within the same school or another school within a reasonable distance consistent with diocesan practices.
 - (i) This clause will take effect from the beginning of the 2009 school year. The employers will have until 30 June 2009 to implement this clause. Following this transition period in 2009, clause (a) will have effect for other eligible employees on the conclusion of four continuous years service.

- (j) Redundancy will be payable in accordance with clause 5 of this award only when there is a reduction in the permanent hours of employment. Redundancy will not be payable for a reduction of hours worked in excess of the employee's permanent working hours.
 - (k) Should any issues arise in relation to the implementation of this clause, the parties agree that such issues will be discussed between the union and the employer at the Diocesan level.
 - (l) If any employer has, or puts into place, arrangements which, by agreement with the Union, are more generous than those provided for in this clause, those arrangements will continue to apply.
 - (m) This clause does not apply in the Diocese of Lismore.
- (vii) Probation

The first three months of employment will constitute a probationary period; provided that the probationary period is agreed to by the employer and employee in advance of the commencement of employment.

4A. Secure Employment

- (i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

(g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(iii) Occupational Health and Safety

(a) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iv) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(v) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (vi) This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. Redundancy

(i) Application of this Clause

- (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this award, the provisions of this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Employers Duty to Notify and Discuss

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- (c) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(iii) Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Notice for Change in Production, Program, Organisation or Structure

- (1) This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with subclause (ii) of clause 5 Redundancy.
- (2) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (3) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (4) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(a) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subclause (ii) of clause 5 Redundancy.

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(b) Time off during the notice period

(1) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(c) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(d) Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(e) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(f) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(g) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (ii) of clause 6 Redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (iv) of clause 5 Redundancy, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.
- (4) Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in subclauses (v)(a)(1) and (v)(a)(2) above.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v)(a).

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (v)(a) above will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v)(a) if the employer obtains acceptable alternative employment for an employee.

6. Classification

(i) School Aide Level 1

- (a) School Aide positions may be established at schools subject to the following conditions. Employees appointed as School Aides shall not progress to higher levels, provided that

employees may, at any time, apply for reclassification to a higher level. School Aide positions shall be supervised in the performance of duties either by a teacher or a School Officer.

(b) School Aides include Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops. Canteen and Uniform Shop staff will be defined as School Aides throughout this award.

(c) School Aides provide administrative support and may perform the following supervised duties:

Filing;
 Collating;
 Operation of photocopying, duplicating, binding and facsimile machines;
 Messenger Work;
 Handling mail;
 Checking figures;
 Basic assistance to other school officers in food preparation for food technology;
 Basic care of flora and fauna;
 Shopping;
 Toileting;
 Unpacking, checking and sorting of gear;
 Occasional relief for reception duties;
 Checking books in and out;
 Non-education related excursion preparation;
 Setting up of rooms for exams or displays;
 Supervised canteen and uniform shop duties.

Provided that the duties of a School Aide do not constitute the work of a position that would ordinarily attract the classification of a School Officer.

(d) Mid Term Review

It is a term of this award that the Independent Education Union and the Catholic Commission for Employment Relations, on behalf of the diocesan employers, shall conduct a review of the number of School Aide (excepting School Aides who work in the canteen or uniform shop) positions established and the nature of the work performed. This review shall commence not later than Term 2, 2007.

(ii) School Officer (Canteen) Level 2

An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at Level 2 of this award with no progression. All other employees working in the canteen shall be appointed at Level 1.

(iii) School Officer Levels 2 to 4

(a) Other than appointments made in accordance with subclauses (i), (ii), (iv) and (v) of this clause, employees employed under this award shall be initially appointed at Level 2. Initial appointment may be made at Levels 3 and 4 at the employer's discretion. Such employees shall progress to the next level upon completion of 12 months service (where 12 months service is defined at clause 6(iii)(f)) up to and including Level 4. Access to Levels 5 and 6 shall be by appointment only.

(b) Translocation

Employees who were classified at Level 2 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at Level 2 shall be reclassified as Level 2a on and from that date. Employees who were classified at Level 3 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at level 3 shall be reclassified as Level 3a on and from that date.

(c) Progression

Subject to clause 6(iii)(b) employees shall progress to the next Level, up to Level 4, upon completion of each 12 months service.

(d) Dissolution of Levels 2a and 3a as at 1 July 2008

The parties agree that the interim Levels 2a and 3a have been introduced as interim classification levels that will cease to exist as at 1 July 2008. Employees who are classified as Levels 2a and 3a on 1 July 2008 shall be reclassified as Level 3 and Level 4, respectively, from the first full pay period on or after that date.

(e) Duties of School Officers

Employees may be required to perform the full range of School Officer duties that exist in schools other than those required of a Level 5 and a Level 6 Senior School Officer. Employees under this award shall not be deployed instead of a teacher to conduct classroom lessons.

(f) Definition of 12 months service

For the purpose of this subclause 12 months service is defined as 12 months service excluding unpaid leave, provided that where a full-time or a part-time employee works 4 school terms in a given year such employees will be regarded as having worked 12 months.

(iv) Senior School Officer Level 5

(a) An employee may be appointed as a Senior School Officer Level 5. A Senior School Officer can be called upon to perform the entire range of duties and possess the skills required of a level 4 employee in addition to the criteria outlined at paragraph (b) of this subclause.

(b) A Level 5 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in Part C Level 5 School Officer Indicative Duties.
- (2) possesses a knowledge of workplace procedures and of the practices required by the employer including a detailed knowledge of complex procedures relevant to the position; and
- (3) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised; and
- (4) resolves complex operational problems and coordinates the work within a department of the school; and
- (5) assists in planning future department or school organisational needs; and
- (6) in conjunction with the teacher, plans teaching programs, prepares reports for parents, assists with the assessment and appraisal of students and may purchase resources; and
- (7) has completed post secondary training provided by an accredited training provider relevant to the tasks required by the employer for this Level, or has engaged in extensive equivalent inservice training, or has significant and substantial technical and procedural knowledge which is regarded by the employer to be equivalent to the required post secondary training.

(v) Senior School Officer Level 5 or Level 6

An employer may appoint a Senior School Officer. A Senior School Officer employed at this level shall be proficient where applicable and without limiting the requirements for this position a Senior School Officer at this level can be required by the employer to:

- (a) perform the entire range of duties and possess the skills required of a Level 4 employee; and
- (b) exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures; and
- (c) have and utilise advanced skills and knowledge in the operation of complex equipment and procedures; and
- (d) have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the employer as being comparable with post-secondary training; and
- (e) resolve operational problems for staff and coordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs.

(vi) Higher Duties

A School Officer required to temporarily perform duties of a Senior School Officer for more than one day shall be paid at the higher level for the whole period during which those duties are performed.

(vii) Appealing Classification of a Level 1 or a Level 4 Position

An employee who believes that their Level 1 or Level 4 position is incorrectly classified may appeal their classification in accordance with Diocesan procedures. Provided that the employer will provide a response to such appeal no later than one month after it is received and the employer shall provide reasons for refusing any such appeal. The success of the application shall depend upon the employee's satisfaction of the range of duties performed and the employee's skills and qualifications. Appointment to a new Level shall take effect from the first full pay period on or after the employer approves the application.

(viii) Mixed Functions

- (a) Subject to the employee's written agreement, an employee may be employed to perform work in two positions under Clause 6 of this award.
- (b) The employee must be informed in writing of the days and hours they will perform work in each separate position.
- (c) The employee will be paid the hourly rate applicable to the position under Clause 6 of the Award for the work they perform.

7. Wage Rates

Employees may be engaged to work either 48 weeks per year or during school terms only.

(i) Wage Rates - Employees Required To Work 48 Weeks A Year (the unaveraged rate)

(a) Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the provisions of this award, be calculated by dividing the rates of pay set out in table 1 - Wage Rates, of Part B Monetary Rates by 52.14.

(b) Part-time Employees

- (1) Subject to the other provisions of this award, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.

(c) Casual Employees

- (1) Casual employees, for each hour worked during ordinary time shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them, plus 20 percent of such hourly equivalent, which is inclusive of compensation for Annual Leave under the *Annual Holidays Act, 1944*.
- (2) Casual employees shall be paid a minimum payment of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.
- (3) Notwithstanding 7 (i) (c) (2), the minimum start for employees undertaking the following duties shall be one hour:

Assisting a disabled student to alight from, or board, a bus;

Traffic control;

Tube-feeding or dispensing medicine to a student.

However, no employee shall have their hours of employment or remuneration as at 1 July 2008 reduced by reason of the coming into operation of this clause.

- (4) This clause will not apply in situations where written agreement has been reached between the employer and the union to reduce the minimum number of hours required for each start. Such agreement shall include the school covered, the employees, their classification, the duties subject to the agreement, and the term of the agreement. The agreement shall be signed by the General Secretary of the union or their authorised delegate.

(ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

The provisions of this subclause shall apply to employees required to work school terms only (not including additional days worked pursuant to the provisions of Clause 9).

- (a) Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance the following formula:

$$0.9 \times W$$

Where W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (i) of this clause

- (b) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.

- (c) The rate of pay of an employee determined by paragraphs (a) and (b) of this subclause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

(iii) Part-Time Employees

- (a) Part-time employees shall be paid a minimum of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.
- (b) No part-time employee shall have the number of hours worked adjusted unless by mutual agreement in writing or a redundancy payment being made in accordance with subclause 5 (v) of this Award.

(iv) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

8. Payment of Wages

(i) Fortnightly Payments

Wages shall be paid fortnightly in ordinary working time by electronic funds transfer into an account nominated by the employee.

(ii) Repayment of Excess Payments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.

(iii) Annual Remuneration

- (a) Notwithstanding sub-clause (i) and (ii) of this clause, an employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the employer. The sum total of such wages, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed by clause 7, Wage Rates.
- (b) The employer will determine the range of benefits available to the employee and the employee may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the employee's salary and payable either:
 - (1) during employment; or
 - (2) on termination of employment; or
 - (3) on death

shall be at the rate prescribed by clause 7, Wage Rates.

9. Work During Pupil Vacation Periods

The parties to the award agree that the needs of a school may require work to be performed during periods of pupil vacation and that there is an expectation that employees will be flexible to ensure that such needs are met

even though this may necessitate attendance at school during periods of pupil vacation. Pupil vacation periods do not mean 'student-free days' on which teachers attend work.

(i) Conditions for Working

The parties to the award agree that employees can be required to work up to seven days per school year. Work during pupil vacations is subject to the following guidelines:

- (a) the employer gives the employee 4 term weeks written notice of the requirement to work during the pupil vacation period;
- (b) the notice is specific as to the time the employee is to work during the pupil vacation period;
- (c) the employee cannot be required to work during the period of their 4 weeks' annual leave during the Christmas pupil vacation period. Public holidays extend the actual period of time off work during the December/January closedown;
- (d) the employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days;
- (e) Notwithstanding the above provisions an employee may agree to waive the conditions found in subparagraphs (a), (b), (c) and (d) of this clause.

(ii) Casual Rates Apply

The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's level. If an employee is notified by the employer in accordance with sub clause (a) of this clause and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the employee's level for that period(s);

(iii) Employee has prior Commitments

- (a) If an employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the employee shall give the employer notice of their unavailability for that particular week. This would be given at the time the employer advises of the requirement to work during the pupil vacation.
- (b) If despite the notice of the employee's unavailability to work during one particular week in the pupil vacation period in accordance with subclause (a), an employer still requires the employee to work during that particular week, discussions will be held between the employer and the employee and/or their industrial representatives.

(iv) Occupational Health and Safety

For the purpose of this clause, an employee shall not be required to be the only person present at the school

10. Hours

(i) Ordinary Hours:

The ordinary hours of work, of a full-time employee exclusive of meal breaks shall not without the payment of overtime exceed 38 per week and shall be worked between the hours of 7.30 am. and 6.00 pm., Monday to Friday inclusive, and between the hours of 7.30 am. and 12 noon on a Saturday.

(ii) Casual Employees:

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by subclause (i) of this clause.

(iii) Part-time Employees:

The spread of ordinary hours of work, exclusive of meal time, shall not exceed 8 hours per day.

(iv) Notice of Hours:

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days' notice of any change of hours is given by the employer to the employee. Provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

(v) Part-time employees who work on days the employee is not normally rostered to work shall be paid at the casual rate in accordance with clause 7(i)(c).

(vi) Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week as at the introduction of this award.

(vii) Make Up Time

An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

11. Overtime

(i) Subject to the provisions of subclause (vi) of this clause an employer may require an employee to work reasonable overtime at overtime rates. All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 10, Hours, shall be overtime and shall be paid for at the un-averaged rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day's work shall stand alone.

(ii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) Time Off in Lieu of Payment for Overtime

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election. Provided that such election and agreement shall be evidenced in writing and kept with the time and wages records.

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
 - (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.
- (iv) An employee required to attend the employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.
- Provided that this subclause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.
- (v) For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.
 - (vi) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health or 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.

12. Tea Break

All employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual agreement between the employee and the employer. Such tea break shall be counted as time worked.

13. Meal Breaks

A meal break of between half an hour and one hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.

14. Public Holidays

- (i) 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 an additional day's holiday to be observed pursuant to subclause (ii) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- (ii) In addition to the gazetted public holidays specified in subclause (i) of this clause, an employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an

establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

- (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iv) All time worked on a public holiday as specified in subclause (i) of this clause shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

15. Annual Leave and Payment on Termination

- (i) This Clause Will Only Apply to Employees Who Are Paid in Accordance With Subclause (Ii) of Clause 7, Wage Rates. for All Other Employees, Annual Leave and Payment on Termination Provisions Are Governed By the *Annual Holidays Act 1944*.

For employees paid in accordance with subclause (ii) of Clause 7, Wage Rates this clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
 - (b) notwithstanding any other provisions in this award.
- (ii) The provisions of this clause shall apply as set out in the relevant sub-clauses where:
 - (a) an employee's employment ceases
 - (b) an employee commences employment after the school service date;
 - (c) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
 - (d) the working hours of the employee have varied since the school service date.
 - (iii) Calculation of Payments
 - (a) A payment made pursuant to paragraph (a), (b) or (c) of sub-clause 15(ii) shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

- A = The number of term weeks worked by the employee since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the employee since the school service date
- F = Result in weeks
- G = The employee's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (d) of sub-clause 15(ii) to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B \quad = \quad C$$

$$\text{Step 2} \quad \frac{C \times D}{E} \quad = \quad F$$

$$\text{Step 3} \quad F - B \quad = \quad G$$

where:

- A = Total salary paid to the employee since the school service date
 B = Salary paid to the employee in respect of non-term weeks since the school service date
 C = Salary paid to the employee in respect of term weeks since the school service date
 D = The total number of non-term weeks in the school year
 E = The total number of term weeks in the school year
 F = Result in dollars
 G = Amount Due

- (c) For the purpose of this clause:

- (i) "School Service Date" means the usual commencement date of employment at the school for employees covered by this award commencing in term 1.

- (iv) Employees who commence Employment after the School Service Date

- (a) An employee who commences employment after the school service date shall be paid from the date the employee commences provided that, at the end of Term IV, the employee shall be paid an amount calculated pursuant to sub-clause 15(iii) of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the employee for the purposes of this clause shall be deemed to be the school service date.

- (v) Employees who take Approved Leave Without Pay or Parental Leave

Where an employee takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the employee shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
- (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where an employee who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the employee shall be paid at the conclusion of Term IV as follows:
- (i) by applying for formula in sub-clause 15(iii) as if no payment had been made to the employee at the commencement of leave;

(ii) by deducting from that amount the amount earlier paid to the employee.

(vi) Employees Whose Hours Have Varied

Where the hours which an employee normally works at a school have varied since the school service date in any school year and the employee's employment is to continue into the next school year, the employee shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 15(iii) shall be calculated; and
 - (b) the employee shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the employee during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the employee is paid the amount received will differ from the pay in the preceding fortnights).
- (vii) Notwithstanding the provisions of paragraph (a) of subclause 15(i) an employee shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the employee would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

16. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act, 1944*, is referred to as "the Act".
- (ii) Where an employee is given and takes their annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay their employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period. NOTE: See subclause (vi) of this clause, as to holidays taken wholly or partly in advance.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
 - (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.

- (c) Where an employee receives a payment pursuant to paragraph (a) of subclause 15(iii), of clause 15, Annual Leave and Payment on Termination, the employee shall be entitled to be paid for that part of the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (vii) Where the employment of an employee is terminated by their employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with subclause (v) for the period not taken.

17. Sick Leave

- (i) An employee shall be entitled to fifteen days' sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 6 June 2005. The taking of sick leave, subject to the following conditions:
 - (a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act, 1987*.
 - (b) The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of the commencement of such absence, inform the employer of an inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.
 - (d) Service before the date of coming into force of this award shall be taken into account for the purpose of calculating the annual entitlement to sick leave, provided however:
 - (1) that for years of service completed between 1 January 2001 and immediately prior to the employee's anniversary of continuing service which occurred after the first full pay period on or after 6 June 2005 the sick leave entitlement was ten (10) days during the first year and twelve (12) days during the second and subsequent years; and
 - (2) that for years of service completed before 1 January 2001 the sick leave entitlement was seven (7) days during the first year and ten (10) days during the second and subsequent years.
- (ii)
 - (a) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.
 - (b) When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.
- (iii) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that an employer shall not be bound to credit an employee for sick leave which accrued more than fifteen years before the end of the last completed year of service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.
- (iv) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave.

Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by the operation of this clause.

- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- (vi) Portability
 - (a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by a Diocese, shall be entitled to portability of sick leave in accordance with this subclause.
 - (b) Untaken sick leave which has accumulated in accordance with subclause (iii) of this clause shall be credited to the employee as their accumulated sick leave on their commencement of their employment with the Diocese.
 - (c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:
 - (1) The employee has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.
 - (2) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this award and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
 - (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wilcannia/Forbes, Wagga Wagga and Wollongong.
 - (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.

18. Catholic Personal/Carer's Leave

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 17 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
 - (2) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 29, Disputes Avoidance and Grievance Procedure should be followed.

(ii) Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1977*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18(i)(c)(2).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18(i)(a) he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in subparagraph 18(i)(c)(2).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 18(i) and 18(ii), wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, 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.

(iv) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18(i)(c)(2) or paragraph 18(ii)(c) who is ill or who requires care due to an unexpected emergency.

(v) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (vi) Entitlement for casual employees
- (a) Subject to the requirements in paragraph 18(i)(b) and subclause 18(iii), 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 18 (i)(c) (2) or 18(ii)(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

19. Parental Leave

- (i) See *Industrial Relations Act 1996*.
- (ii) Paternity Leave
 - (a) An employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to clause 18 of this award.
 - (b) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
 - (c) The entitlement to paternity leave in paragraphs 19(i)(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
 - (d) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19(i)(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19(ii)(c) above.
- (iii) Adoption Leave

An employee who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in Clause 20 in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

(iv) Casual Employees

An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

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

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

(v) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (a) (2) and (3) of this subclause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 19(v)(a) (3), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

(vi) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) 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 parental leave; and
- (2) 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 parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken,

whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

20. Maternity Leave

- (i) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996, and is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after 12 April 2005, shall be entitled to maternity leave in accordance with this sub-clause. Provided that the maternity leave shall commence 4 weeks prior to the anticipated date of birth and conclude not more than 12 months after the date of commencement of the maternity leave.
- (ii) The maternity leave shall be paid for fourteen weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period).
- (iii) The employee may elect to be paid during the period of paid leave in subclause (b) of this clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (iv) Where an employee applies for a lump sum payment in advance under subclause (c) of this clause, the teacher shall give the employer at least one month's notice of intention.
- (v) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (vi) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (vii) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (viii) Except as varied by this clause, Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall apply.

21. Long Service Leave

- (i) Applicability of *Long Service Leave Act* 1955

Except in so far as expressly varied by the provisions of this clause, the provisions of the Act shall apply to employees employed under this Award.

- (ii) Entitlement to leave from 30 January 2006

Subject to sub-clause (iii) of this award, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

- (a) In respect of full-time service an employee shall accrue 49.4 hours per year of service. "Full-time service" means an employee who works thirty eight hours per week. (NB that this definition is consistent with the definition of full-time employee in clause 3(iv) of this award.)

- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this clause.

(iii) Calculation of Accrued Leave as at 29 January 2006

- (a) An employee whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 1 January 2001	.866 weeks per year.
1 January 2001 to 29 January 2006	1.3 weeks per year.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of employees within Catholic schools, whose terms of engagement may change in terms of hours of work during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to hours.
- (c) The following formula will be used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
- (1) all full-time employees, as at 29 January 2006, will have their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
 - (2) all part-time employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- (iv) An employee shall be entitled to take any leave accrued under subclause (ii) and subclause (iii) of this clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (v) It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.

For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (ie. 617.5 divided by 19).

- (vi) In the case of an employee who has completed at least five years service with an employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) and subclause (iii) of this clause.

- (vii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid leave in accordance with clause 19 Parental Leave, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

22. Bereavement Leave

- (i) An employee shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, step-child or grandchild, of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three days in respect. An employee may be required to provide the employer with satisfactory evidence of such death.
- (ii) Where the employee takes bereavement leave in accordance with subclause (i) of this clause, an employer in their absolute discretion may grant the employee additional leave without pay or leave with pay.
- (iii) Where the employee requests leave to attend a funeral of a person not specified in subclause (i) the employer in their absolute discretion may grant the employee leave as leave without pay or bereavement leave with pay.
- (iv) Where an employer grants an employee leave with pay in accordance with subclauses (ii) or (iii) of this clause, such leave will be deducted from the employee's entitlement to sick leave in accordance with clause 17, Sick Leave.
- (v) An employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of paid leave entitlement under this award or otherwise.
- (vi) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Personal/Carer's Leave in Clause 18, provided that for the purposes of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (vii) Bereavement Leave may be taken in conjunction with other leave available under subclauses 18(iv), 18(v), 18(vi) and 18(vii) of Clause 18 Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (viii) Bereavement Entitlement for Casual Employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the employee could have utilised Catholic Personal/Carer's Leave in subclause 18(vi) provided that for the purpose of this bereavement entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies

payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.

- (ii) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Meal Allowances

An employee working overtime shall be paid a meal allowance in any of the following circumstances:

- (i) When required to work beyond 6.00 pm. - the rate set by Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) If overtime continues beyond 10.00 pm. - the rate set by Item 1 of Table 2 in Part B;
- (iii) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in paragraphs (a) and (b) of this clause shall not be payable;
- (iv) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

25. Other Allowances

An eligible employee may only be paid one of the following allowances.

- (i) **Mixed Health Allowance**
 - (a) An employee who;
 - (1) has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body and has been required by an employer to perform first-aid duty; and
 - (2) is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school;shall be paid an allowance set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (b) A person who receives this allowance can also be called upon to dispense medication to pupils, or to supervise a pupil who self-administers medication.
 - (c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.
- (ii) **First Aid Allowance**
 - (a) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, if the employee is required by the employer to perform first-aid duty.
 - (b) A person who receives this allowance can also be called on to dispense medication to pupils, or to supervise a pupil who self administers medication.
 - (c) This allowance is not paid when an employee takes extended leave. Extended leave is any approved leave greater than 4 weeks.

(iii) Health Care Procedures Allowance

- (a) An employee who is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school, shall be paid an allowance set out in Item 4 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) All health care procedures will be in accordance with a medical plan developed by the pupil's treating practitioner and provided to the employer from the pupil's parent(s) /guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one or more of the following:
- (i) Tube feeding
- This includes feeding via a gastromostomy or naso-gastic tube but does not include tube insertion.
- (ii) Suctioning
- This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheostomy tube. This does not include tracheostomy tube changes.
- (iii) Assisted toileting
- This includes assisting with self catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. This does not include the insertion of an indwelling urinary catheter.
- (c) This allowance is only paid when:
- (i) such procedures and/or supervision is required by the employers; and
- (ii) the employee is on duty.
- (d) An employee who receives this allowance may also be called upon to dispense medication to pupils or supervise a pupil who self administers medication.

(iv) Medication Allowance

- (a) An employee is required by an employer from time to time to dispense medication to pupils of the school, or is required to supervise a pupil, who self-administers medication, shall be paid an allowance set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) This allowance is only paid when:
- (i) such procedures and/or supervision is required by the employer; and
- (ii) the employee is on duty.

26. Travelling Expenses

- (i) When an employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates, for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.

- (iii) Any employee required to provide a motor car shall be paid extra per week at the rate set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Where an employee is required by their employer to use their own motor car on a casual or incidental basis, they shall be paid the rate as set out in Item 7 of the said Table 2, for such use.
- (v) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

27. Miscellaneous Conditions

(i) Uniforms and Protective Clothing:

- (a) In the event of an employee being required to wear a uniform, including laboratory coats such uniform shall be provided by the employer and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.
- (b) Where employees are required to work in laboratories and required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge.
- (c) Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.
- (d) Protective clothing, uniforms, or rubber gloves supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.

(ii) First Aid Kit

A first-aid kit shall be supplied and readily available to all employees.

(iii) Cleaning Equipment

All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.

(iv) Annual Medical Check-up

Employees who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the employer's expense.

(v) Meal Facilities and Accommodation

Employees shall be supplied with facilities for tea making and heating food. Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather (ie. a staff room) and employees shall leave such place in a thoroughly clean condition.

(vi) Playground supervision

Employees may only be required to perform playground supervision where the employer has developed and implemented a playground supervision policy in consultation with the Independent Education Union. Such a policy must contain provisions that:

- (a) Specify the levels of training to be provided to employees;
- (b) Ensure appropriate levels of support and assistance;

- (c) Recognise that the introduction of playground supervision should not increase existing workloads of employees without commensurate increases in their paid hours of work unless playground supervision takes the place of another of the employee's tasks.

This requirement will not apply where employees were already undertaking playground supervision as at 1 July 2008.

28. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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 exempt for 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 on 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.

29. Disputes Avoidance and Grievance Procedures

- (i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation. Further, the parties agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matter(s) in question.
- (ii) Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.

- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a relevant union for the purpose of each procedure.
- (iii) Procedures relating to disputes etc. between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Where it has not been possible for an employer to resolve the question, dispute or difficulty in the ordinary course of events at a school, the employer is required to notify (in writing or otherwise) the employees as to the substance of the grievance and require the employee to attend a meeting to discuss the grievance. The employee may bring another member of staff or a representative of the relevant union to this meeting as a witness.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) While a procedure is being followed, normal work must continue.
 - (e) The employer may be represented by an employer representative and the employees may be represented by a relevant union for the purpose of each procedure.

30. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

(i) Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) Any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

(ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

(iii) Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (1) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (2) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (3) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

(iv) Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

(v) Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

31. Superannuation

(i) Definitions

For the purpose of this clause, the following definitions shall apply:

- (a) "Basic Earnings" for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this award and the amount of any payment made to the employee pursuant to Clause 15, Annual Leave and Payment on Termination.
- (b) "Fund" means either
 - (1) the New South Wales Non-Government Schools Superannuation Fund; or
 - (2) the Catholic Superannuation and Retirement Fund; or
 - (3) the Clerical Administrative and Retail Employees Plan; or
 - (4) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

(ii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's day of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.
- (e) the employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of
 - (1) casual employees who earn in excess of \$ 2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue of the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.
- (h) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

(iii) Transfer between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause (iii) of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

(iv) Explanatory Clause

The figure which appears in subparagraph 31(ii)(f)(1), is calculated by the following formula:

$$\begin{array}{rcl} \text{Level 1 employee} & \times & 19 \text{ eight-hour days} \\ \text{casual hourly rate of pay} & & (1 \text{ month}) \end{array}$$

or \$ 2,090.00, whichever is the greater.

32. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer, pursuant to subclauses (i) and (ii) of this clause, shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) An employee can be required to perform the duties of another employee at a lower level provided that the employee has the competence to perform those duties.
- (v) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- (i) It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 1 July 2011, with the exception of permanency and senior staff in the Dioceses of Lismore.
- (ii) The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 1 July 2011 and no claim can be made for such increases.

34. Area, Incidence and Duration

- (i) This award shall apply to all employees as defined in clause 6, Classification, employed in Schools in New South Wales operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia Forbes or Wollongong or employed in Catholic High School, Griffith.
- (ii) This award rescinds and replaces the School Support Staff (Country and Regional Dioceses) (State) Award 2005 published 17 February 2006 (357 I.G. 112) as varied.

This award shall take effect from 30 June 2008 and remain in force until 30 June 2011.

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

Level	Annual Salary		
	From the first full pay period on or after 1 July 2008 (4% increase) \$	From the first full pay period on or after 1 July 2009 (4% increase) \$	From the first full pay period on or after 1 July 2010 (4% increase) \$
1	44,279	46,050	47,892
2	45,226	47,035	48,916
3	48,292	50,224	52,233
4	51,353	53,407	55,543
5	54,001	56,161	58,407
6	61,369	63,824	66,377

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	From the first full pay period on or after 1 July 2008 \$	From the first full pay period on or after 1 July 2009 \$	From the first full pay period on or after 1 July 2010 \$
1*	24	Overtime/Meal Allowance	12.41	12.41	12.41
2	25(i)	Mixed Health Allowance	30.98 per week 6.20 per day	32.22 per week 6.44 per day	33.51 per week 6.70 per day
3	25(ii)	First Aid Allowance	15.17 per week 3.03 per day	15.78 per week 3.16 per day	16.41 per week 3.28 per days
4	25(iii)	Health Care Procedures	15.81 per week 3.16 per day	16.44 per week 3.29 per day	17.10 per week 3.42 per day
5	25(iv)	Medication Allowance	7.60 per week 1.52 per day	7.90 per week 1.58 per day	8.22 per week 1.64 per day

6*	26(iii)	Own Car Allowance - for a vehicle 1500cc under	104.83 per week	104.83 per week	104.83 per week
		For a vehicle over 1500cc	129.58 per week	129.58 per week	129.58 per week
7*	26(iv)	Own Car Allowance for use on a casual or incidental basis	0.68 per km	0.68 per km	0.68 per km
8*	27 (iii)(a)	Laundry Allowance	7.16 per week	7.16 per week	7.16 per week

Note: * Items 1, 6, 7 and 8 to be adjusted for CPI increases from the first full pay period on or after 21 December 2008. Current rates have been adjusted to September Quarter 2008.

PART C

LEVEL 5 SCHOOL OFFICERS - INDICATIVE DUTIES

A Senior School Officer Level 5 may perform the following indicative duties:

- In conjunction with teachers, planning teaching programs;
- In conjunction with teachers, preparing reports for parents;
- Providing inservice to teachers in specific technical or other areas;
- Supervision, training and coordination of staff, and responsibility for their efficient allocation and control;
- Assisting with assessment and appraisal of students;
- Researching reference material for teachers;
- Maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
- Repair of equipment requiring technical knowledge and expertise;
- Purchase of resources in conjunction with a teacher or other qualified member; of staff;
- Supervise travel training for a student with a mild intellectual disability.

ANNEXURE A

PORTABILITY OF SICK LEAVE

Part to be completed by former Catholic Employer:

_____ was employed by the Diocese of _____ and ceased work on _____
(Name of Employee)(Date)

At that time untaken sick leave with our employer over the proceeding _____ years of continuous service is as follows:

(SET OUT RECORD)

e.g.

Last year of employment	_____	Sick Days
Year 2 accumulation	_____	Sick Days
Year 3 accumulation	_____	Sick Days
Year 4 accumulation	_____	Sick Days
Year 5 accumulation	_____	Sick Days
Year 6 accumulation	_____	Sick Days

(Employer) (Date)

PART TO BE COMPLETED BY EMPLOYEE:

Name of Employee:

Name of former Catholic Employer:

I, _____ was formerly employed by _____
 (Name of Employee) (Name of former Catholic Employer)

as a school Support Staff Employee from _____ to _____
(Date) (Date)

I commenced with the former Catholic employer on _____
(Date)

Signature (Date)

J. McLEAY, Commissioner

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(845)

SERIAL C7030

THEATRICAL EMPLOYEES RECREATION AND LEISURE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2252 of 2008)

Before Commissioner Cambridge

12 December 2008

VARIATION

1. Delete Clause 30, State Wage Case Adjustments, of the award published 13 October 2000 (319 I.G. 406) and insert in lieu thereof the following:

30. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. 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.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i)

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Level 1	531.40	21.26	552.70
Level 2	541.10	21.64	562.70
Level 3	563.60	22.54	586.10
Level 4	618.20	24.73	642.90
Level 5	681.40	27.26	708.70

(ii)

Junior Rates	Percentage of Appropriate Adult Rate
At 16 Years and under	55
At 17 Years	65
At 18 Years	75
At 19 Years	85
At 20 Years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	3(c)	Supervisory loadings Up to 5 employees	22.05	22.95
2		6 to 10 employees	30.15	31.35
3		11 or more employees	38.85	40.40
4	19(a)	First aid allowance	12.30	12.80

3. This variation shall take effect from the first full pay period to commence on or after 12 December 2008.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

1. Delete subclause (d), of clause 7, Wages of the award published 26 September 2003 (341 I.G. 569) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum wages adjustments.
2. Delete subparagraph (b) of paragraph (ii) of subclause (k) of clause 7, Wages and insert in lieu thereof the following:
 - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	524.00	544.00
Industry/Skill Level B	506.00	525.00
Industry/Skill Level C	459.00	476.00

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

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	247.00	272.00	326.00
Plus 1 year out of school	272.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00

Plus 3 years	379.00	441.00	505.00
Plus 4 years	441.00	505.00	505.00
Plus 5 years or more	505.00	505.00	505.00

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

Table 2 - Weekly Rates - Industry/Skill Level B

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

	Highest year of schooling completed		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	247.00	272.00	316.00
Plus 1 year out of school	272.00	316.00	364.00
Plus 2 years	316.00	364.00	428.00
Plus 3 years	364.00	428.00	487.00
Plus 4 years	428.00	487.00	487.00
Plus 5 years or more	487.00	487.00	487.00

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

Table 3 - Weekly Rates - Industry/Skill Level C

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

	Highest year of schooling completed		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	247.00	272.00	314.00
Plus 1 year out of school	272.00	314.00	354.00
Plus 2 years	314.00	354.00	395.00
Plus 3 years	354.00	395.00	442.00
Plus 4 years	395.00	442.00	442.00
Plus 5 years or more	442.00	442.00	442.00

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

Table 4 - Weekly Rates - School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B, and C	247.00	272.00

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

Table 5 - Hourly Rates for Trainees who have Left School

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	8.13	8.95	10.72
Plus 1 year after leaving school	8.95	10.72	12.47
Plus 2 years	10.72	12.47	14.51
Plus 3 years	12.47	14.51	16.61
Plus 4 years	14.51	16.61	16.61
Plus 5 years or more	16.61	16.61	16.61
Wage Level B	Year 10	Year 11	Year 12
School Leaver	8.13	8.95	10.39
Plus 1 year after leaving school	8.95	10.39	11.97
Plus 2 years	10.39	11.97	14.08
Plus 3 years	11.97	14.08	16.02
Plus 4 years	14.08	16.02	16.02
Plus 5 years or more	16.02	16.02	16.02
Wage Level C	Year 10	Year 11	Year 12
School leaver	8.13	8.95	10.33
Plus 1 year after leaving school	8.95	10.33	11.64
Plus 2 years	10.33	11.64	12.99
Plus 3 years	11.64	12.99	14.54
Plus 4 years	12.99	14.54	14.54
Plus 5 years or more	14.54	14.54	14.54

Table 6 - Hourly Rates For School-Based Trainees

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	8.13	8.95

4. This variation shall take effect from the first full pay period commencing on or after 4 October 2008.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

1. Delete Appendix A, Training Wage Rates, of the award published 22 August 2003 (341 I.G. 100) and insert in lieu thereof the following:

APPENDIX A**Training Wage Rates****Table 1 - Weekly Rates - Industry/Skill Level A**

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

	Highest year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years or more	504.00		

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

Table 2 - Weekly Rates - Industry/Skill Level B

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

	Highest year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00

Plus 4 years	426.00	486.00	
Plus 5 years or more	486.00		

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

Table 3 - Weekly Rates - Industry/Skill Level C

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

	Highest year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	
Plus 5 years or more	439.00		

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

Table 4 - School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B and C	246.00	271.00

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

Table 5 - Hourly Rates For Trainees Who Have Left School

	Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
Wage Level A			
School leaver	8.11	8.93	10.71
Plus 1 year after leaving school	8.93	10.71	12.45
Plus 2 years	10.71	12.45	14.51
Plus 3 years	12.45	14.51	16.59
Plus 4 years	14.51	16.59	
Plus 5 years or more	16.59		
Wage Level B			
School leaver	8.11	8.93	10.37
Plus 1 year after leaving school	8.93	10.37	11.94
Plus 2 years	10.37	11.94	14.03
Plus 3 years	11.94	14.03	15.97
Plus 4 years	14.03	15.97	
Plus 5 years or more	15.97		
Wage Level C			
School leaver	8.11	8.93	10.26
Plus 1 year after leaving school	8.93	10.26	11.56

Plus 2 years	10.26	11.56	12.90
Plus 3 years	11.56	12.90	14.44
Plus 4 years	12.90	14.44	
Plus 5 years or more	14.44		

Table 6 - Hourly Rates For School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.11	8.93

2. This variation shall take effect from the first full pay period commencing on or after 4 September 2008.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and others.

(Nos. IRC 1062, 1064, 1213 and 1308 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner Tabbaa

17 October 2008

VARIATION

- Delete Table 5 - Wages - Training - Skill Level a, Table 6 - Wages - Training - Skill Level B, and Table 8 - Hourly Rates for Trainees Who Have Left School, of Part B, Monetary Rates of the Award Published 22 November 2002, (337 I.G. 65) and Insert in Lieu Thereof the Following:

Table 5 - Wages - Training - Skill Level A

Skills Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years or more	504.00		

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

Table 6 - Wages - Training - Skill Level B

Skills Level B - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	
Plus 5 years or more	486.00		

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

Table 8 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
SKILL LEVEL A			
School leaver	8.11	8.93	10.71
Plus 1 year after leaving school	8.93	10.71	12.45
Plus 2 years	10.71	12.45	14.51
Plus 3 years	12.45	14.51	16.59
Plus 4 years	14.51	16.59	
Plus 5 years or more	16.59		
SKILL LEVEL B			
School leaver	8.11	8.93	10.37
Plus 1 year after leaving school	8.93	10.37	11.94
Plus 2 years	10.37	11.94	14.03
Plus 3 years	11.94	14.03	15.97
Plus 4 years	14.03	15.97	
Plus 5 years or more	15.97		

2. This variation shall take effect from the first full pay period commencing on or after 4 August 2008.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
M. SCHMIDT *J.*
I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

SERIAL C7035

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA09/12 - Shop, Distributive & Allied Employees' Association, New South Wales Branch - Clerical and Administrative Staff Agreement 2007**

Made Between: Shop, Distributive and Allied Employees' Association, New South Wales -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 11 March 2009 and commenced 22 November 2007.

Description of Employees: The agreement applies to all employees employed by The Shop, Distributive and Allied Employees' Association New South Wales, located at Level 3, 8 Quay St. Sydney NSW 2000, who perform functions in a Clerical and Administrative capacity.

Nominal Term: 24 Months.

EA09/13 - Teachers Employed at Baulkham Hills Pre-School Kindergarten Inc. Enterprise Agreement 2009

Made Between: Baulkham Hills Pre-School Kindergarten Inc -&- the New South Wales Independent Education Union.

New/Variation: Replaces EA05/336.

Approval and Commencement Date: Approved and commenced 27 March 2009.

Description of Employees: The agreement applies to teachers/directors employed by the Baulkham Hill Pre School Kindergarten Inc. located at Torrs Street, Baulkham Hills 2153, who fall within the coverage of the Teachers (Non-Government Pre-Schools) (State) Award 2006.

Nominal Term: 36 Months.