

Vol. 387, Part 4

24 April 2020

Pages 737 – 976



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

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**CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY
AND ENVIRONMENT) SYDNEY OLYMPIC PARK AUTHORITY
MANAGED SPORTS VENUES AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Planning, Industry and Environment.

(Case No. 333654 of 2019)

Before Chief Commissioner Kite

31 October 2019

AWARD

Arrangement

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PART A

1. Title

This Award shall be known as the Crown Employees (Department of Planning, Industry and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2019.

2. Parties and Definitions

2.1 This award has been made between the following parties:

Industrial Relations Secretary

Department of Planning, Industry and Environment

The Australian Workers' Union, New South Wales ("the AWU").

2.2 Industrial Relations Secretary means the person within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of public service employees.

2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning, Industry and Environment at the Aquatic, Athletic and Archery Centres or Satellite Sports Venues, or as a casual event staff employee or gymnastics program employee at the Quaycentre, in the classifications prescribed by this Award.

3. Intention

3.1 The principal intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres, Satellite Sports Venues and Quaycentre;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

4. Rates of Pay

4.1 The minimum rates of pay for full time employees at the Aquatic, Athletics and Archery Centres and Satellite Sports Venues, employed in the classifications set out in subclause 5.1 of this award are contained in Table 1 of Part B of this award. A 30% penalty rate loading will be paid for hours worked

on Saturday and 60% penalty rate loading for hours worked on Sunday as set out in Tables 2 and 3 in Part B.

- 4.2 A casual employee at the Aquatic, Athletics, and Archery Centres or Satellite Sports Venues, employed in the classifications set out in subclause 5.2, shall be paid the appropriate hourly rate as set out in Table 2 of Part B
- 4.3 A casual event staff employee at the Quaycentre, employed in the classifications set out in subclause 5.3, shall be paid the appropriate hourly rate as set out in Table 3 of Part B
- 4.4 The minimum rates of pay for full time gymnastics program employees employed in the classifications set out in subclause 5.4 are set out in Table 4 of Part B.
 - 4.4.1 Junior Rates - A junior employee engaged at level 1, 2 or 3 in the classifications set out in subclause 5.4 shall be paid at the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85
At twenty years	100

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience shall be paid the full adult rate of pay.

- 4.5 A casual employed in the classifications set out in subclause 5.4 shall be paid either on an ordinary or 'all-up' basis as detailed below
 - (i) Ordinary Casual - An ordinary casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus:
 - (a) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (b) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

An ordinary casual employee shall be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes loadings applicable under this award for all work from Monday to Saturday including at night and increases to 60% for all work on Sundays and public holidays.

An all up casual employee shall be paid for a minimum engagement of one hour.

- 4.6 Supervisory Loadings - an employee employed in the classifications set out in Clause 5.4 who is assigned by an employer to supervise other employees shall be paid, in addition to the rates of pay prescribed in subclause 4.4 and 4.5 of this clause, the following amount per week specified in Table 5 - Other Rates and Allowances, of Part B as follows:
 - (a) In charge of up to 5 employees - Item 1;
 - (b) In charge of 6 and up to 10 employees - Item 2;
 - (c) In charge of 11 or more employees - Item 3;

- (d) or pro rata amount per engagement for part-time and casual employees
- 4.7 An employee employed in the classifications set out in subclause 5.4 who is assigned by an employer to perform first aid duties and who holds a first aid certificate shall be paid, an additional amount per week, or per shift, as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part B.
- 4.8 A part-time or full-time employee employed in the classifications set out in subclause 5.4 who is required to work more than one shift on any day shall be paid the additional allowance per day, as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B.
- 4.9 A 30% penalty rate loading will be paid when required to work on Saturday and 60% penalty rate loading when required to work on Sunday.

5. Classification Levels

- 5.1 Classifications (Skill/Definitions) for full-time and part-time employees at the Aquatic, Athletic and Archery Centres and Satellite Sports Venues:

5.1.1 Level 1

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages; and

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of role and successful application through comparative assessment.

5.1.2 Level 2

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises Intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays e.g. pool attendant;

Safeguards individuals e.g. child care attendants;

Undertakes cooking duties associated with basic foods e.g. snacks and grills. Takes orders and maintains cleanliness of customer space and service areas. Serves foods and beverages.

(c) Progression to Level III will be dependent upon availability of role and successful application through comparative assessment.

5.1.3 Level 3

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;
and

Is capable of and may perform the Level II and level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

(c) Progression to Level IV will be dependent upon availability of role and successful application through comparative assessment.

5.1.4 Level 4

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

(a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of

work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employees;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises Satellite Sports Venues employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties and provides specialist input and advice into menu content and function operations.

5.2 Classifications (Skill/Definitions) for casual employees at the Aquatic, Athletic and Archery Centres:

5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays e.g., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods e.g. snacks and grills. Takes orders and maintains cleanliness of customer space and service areas. Serves foods and beverages.

5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the absence of Line Supervisors, acts in an appropriate way to supervise the work Areas to ensure delivery of services.

5.3 Classifications (Skill/Definitions) for casual event staff employees at the Quaycentre:

5.3.1 Level 1

(a) An employee at this level:

Has no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Includes the initial recruit who may have limited relevant experience.

Communicates with the public in a courteous and tactful manner.

Works under close supervision and undergoes on-the-job training,

(b) Indicative of some of the tasks which an employee at this level may perform:

would perform the function of car parking attendant, door attendant, door attendant or usher cashier (including basic clerical and office duties including answering the phone).

Upon completion of 400 hours of employment at Level 1, an employee will be reclassified to Level 2.

5.3.2 Level 2

(a) An employee at this level:

Has undertaken structured training recognised by the Centre's management as being relevant; or

Completed 400 hours employment at the level required of a Level 1 operative or equivalent work within the leisure and recreation or venue management sector.

works in a team environment under routine supervision and assists with the provision of on-the-job training to a limited degree.

Where appropriate, holds and maintain first-aid qualifications recognised as being in accord with the safe and effective conduct of duties involving public and employee health and safety.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Program selling/merchandise selling;

Processing ticket sales and bookings;

Conduct tours of the Centre or associated facilities;

Supervise uniform room.

5.3.3 Level 3

- (a) An employee at this level:

exercises discretion within one's own level of skill and training and has delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work-related problems where required.

- (b) Indicative of some of the tasks which an employee at this level may perform:

trains new employees at Levels 1 and 2 and supervises a discrete section or group;

acts as an assistant theatre manager or event co-ordinator/client liaison, audio visual technician.

5.3.4 Level 4

- (a) An employee at this level:

is subject to broad guidance or direction,

reports to more senior staff as required.

would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision, including box office management, theatre craft, event management, publicity and promotion.

5.4 Classifications (Skill/Definitions) for gymnastics program employees at the Quaycentre:

5.4.1 Level 1

- (a) An employee at this level:

is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, occupational health and safety, equity, and quality assurance.

An employee at this level performs routine duties essentially to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

(b) whilst undertaking structured training/learning the employee may be engaged in one or more of the following duties:

- undertakes basic safety checks of equipment and the floor area;

- provides gymnastic instruction to classes by following programmed lessons/activities;

- judges gymnastic performance for Industry Levels 1-3;

- undertakes set-ups and pull-downs, under supervision;

- prepares participant injury reports.

5.4.2 Level 2

(a) An employee at this level:

has completed the Industry recognised level of training so as to enable him/her to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of his/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment.

(b) is primarily engaged in one or more of the following duties:

- instructs classes up to Industry Level 3;

- develops lower level gymnastics programs/lessons;

- judges gymnastic performance for Industry Levels 1-6;

- attends external basic competitions with program participants;

- undertakes set ups and pull downs.

5.4.3 Level 3

(a) An employee at this level:

has completed structured training recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

(b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 6;
- judges gymnastic performance for Industry Levels 1-6
- develops gymnastics programs/lessons of an intermediate nature;
- attends external higher level competitions with program participants;
- certifies completion of safety checks for equipment and the floor area;
- Undertakes set ups and pull downs;
- discusses routine participant issues with parents.

5.4.4 Level 4

(a) An employee at this level:

shall be capable of performing the indicative skills of a Level 3 employee and shall also be able to work from complex instructions:

(b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 10;
- coordinates activities across the gymnastics floor area.
- supervises set up and pull downs;
- assesses participant ability for progression and competition participation.

5.4.5 Level 5

(a) An employee at this level:

has an Advanced Industry qualification and is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination of employees within their respective work area to ensure delivery of service.

(b) Indicative of some of the tasks which an employee at this level may perform:

- Instructs advanced and elite program classes;
- organises competition entry;
- develops gymnastics programs/lessons of an advanced and elite nature;
- makes decisions on participants' progression;
- works with Levels 1 to 4 to address/correct participant technique/capability/progression issues;

- discusses program and participant matters with parents;

5.4.6 Level 6

- (a) An employee at this level:

is engaged in supervising, training and co-ordinating staff and is responsible for the maintenance of service and operational standards and exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

would hold formal technical qualifications relevant to the employer which are required by the employer to perform the job, and

would have worked in a relevant field and have specialist knowledge and experience, sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- general supervision of gymnastics centre and program;
- Instruct elite program classes;
- develop gymnastics programs/lessons of an elite nature;
- centre administration involving supervision of staff and systems and co-ordinating competitions;
- develops in-house training programs for instructors
- prepares reports for management on program performance and program initiatives,
- discusses a broad range of program/participant matters with parents.
- may represent the program or centre in external forums where requested and approved.

6. Income Protection Plan

6.1 All full-time, part-time and casual employees at the Aquatic, Athletic and Archery Centres, and Satellite Sports Venues who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.

6.2 All Quaycentre casual event staff and gymnastic program employees employed in classifications provided in Clause 5 who are members of the union to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by The Australian Workers' Union. It is a term of this award that the employer will bear the costs of a daily premium of \$1.00 per employee per day worked to cover employees who are members of the union

7. Hours of Work

7.1 The Hours of Work for Aquatic, Athletic and Archery Centres', Satellite Sports Venues and Gymnastics Program employees at the Quaycentre (excepting gymnastic program casual staff) are those outlined at subclauses 7.2 to 7.5 below. Hours of Work for Quaycentre casual event staff employees are outlined at clause 7.6. Hours of Work for Quaycentre casual gymnastic program employees are outlined at subclause 7.7.

- 7.2 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.3 The employer shall arrange the working of the thirty-eight hour week in one of the following ways:
- 7.2.1 by employees working less than eight hours per day;
- 7.2.2 by employees working less than eight hours on one or more days in each week; or
- 7.2.3 by working up to ten hours on one or more days in the week.
- 7.4 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.5 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.
- 7.6 The ordinary hours of work for Quaycentre casual event staff employees shall be rostered, between the hours of 7.00 am and 11.30 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved 7 clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.7 The ordinary hours of work for Quaycentre gymnastics program casual employees shall be up to 8 hours on any shift
- 7.8 All ordinary work by a gymnastics program employee, including an ordinary casual, on a Saturday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 30 per cent of the employee's ordinary time classification rate of pay. All ordinary work by a gymnastics program employee, including an ordinary casual on a Sunday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 60 per cent of the employee's ordinary time classification rate of pay.

8. Full-Time, Part-Time, Temporary and Casual Employees

- 8.1 An employee at the Aquatic, Athletic or Archery Centres or the Satellite Sports Venues, or an employee at the Quaycentre engaged in a classification under subclause 5.4 shall be engaged as either a full-time, part-time, temporary or casual employee. Quaycentre event staff engaged under this Award shall be engaged as casual employees.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee at the Aquatic, Athletic and Archery Centres or Satellite Sports Venues shall be paid the appropriate hourly rate as set out in Table 2 of Part B. A casual event staff employee at the Quaycentre shall be paid the hourly rate as set out in Table 3 of Part B. A casual employee at the Quaycentre engaged in a classification under Clause 5.4 shall be paid either on an ordinary or 'all-up' basis as set out in subclause 4.5
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, paid personal carer's leave, annual leave and annual leave loading.
- 8.6 A casual employee, except as provided for in subclauses 8.7 and 4.5 (ii) shall receive a minimum payment of 3 hours for each engagement.

- 8.7 Casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, shall receive a minimum payment of one hour, except those so engaged at the Sydney Athletic Centre, and casual event staff at the Quaycentre engaged in a classification under Clause 5.3, who shall receive a minimum payment of 3 hours.
- 8.8 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to in 8.7.
- 8.9 A temporary employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement subject to the provisions of the *Government Sector (GSE) Act 2013*, GSE Regulation 2014 and the GSE Rules.

9. Higher Duties

- 9.1 An employee required to perform the entire function of a role attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher role on the fifth and subsequent days of acting up to the higher role.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Aquatic Centre) will at all times be paid at Level 3 or above.

10. Meal Breaks

- 10.1 The provisions of subclauses 10.2 to 10.6 apply to employees of the Aquatic, Athletic and Archery Centres and Satellite Sports Venues
- 10.2 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.3 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.4 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.5 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.
- 10.7 Quaycentre casual event staff employees who are required to work on any shift for more than 5 hours shall be entitled to a paid meal break of 30 minutes which should be taken no more than 5 hours after commencing duty.
- 10.8 Quaycentre gymnastics program employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour not more than 5 hours after commencing duty.
- 10.9 Notwithstanding the provisions of subclause 10.1 and 10.8 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

11. Overtime

- 11.1 The provisions of subclauses 11.2 to 11.6 apply to employees of the Aquatic, Athletic and Archery Centres, Satellite Sports Venues and Gymnastic Program staff at the Quaycentre, excluding casual gymnastic program employees.
- 11.2 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.3 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.4 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be at the overtime rate of time and a half for the first two hours and double time thereafter. This means each excess hour worked will entitle an employee to either one and a half or two hours as time off in lieu. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 11.5 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter for overtime worked Monday to Saturday. All overtime worked on a Sunday shall be paid at double time.
- 11.6 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.7 Overtime shall be paid to Quaycentre casual event staff employees where
- (a) the hours of work exceed 10 in any day;
 - (b) the hours of work extend beyond the time limits specified in subclause 7.6,
 - (c) the employee receives less than a 10-hour break between work on consecutive days
- 11.8 Overtime for Quaycentre casual event staff employees shall be paid on the hourly rates contained in Table 3 of Part B, based on time and one half for the first 2 hours and double time for each hour worked thereafter calculated to the nearest quarter hour for overtime worked Monday to Saturday. All overtime worked on a Sunday shall be paid at double time.
- 11.9 Overtime for casual gymnastic program staff shall be paid on the loaded casual rate (ie 15 per cent or 30 per cent) based on time and one half for the first 2 hours and double time for each hour worked in excess of 8 hours, calculated to the nearest quarter hour for overtime worked Monday to Saturday. All overtime worked on a Sunday shall be paid at double time.

12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any additional public holidays or substituted public holidays proclaimed for the State of New South Wales under the *Public Holidays Act 2010*, shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee (except casuals) for the week in which such holiday or holidays occur.

- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a temporary employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees (but not including Quaycentre casual event staff employees) who are required to work on a public holiday shall be entitled to double time and one half of the base rate of pay for each hour work on the public holiday. Quaycentre casual event staff employees who are required to work on a public holiday shall be paid at the hourly rate applicable in Table 3
- 12.4 Full time, part time and temporary employees who are absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 12.6 A full-time, part-time or temporary employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Sick Leave

- 13.1 A full-time employee who has been employed prior to 1 January 2019 shall be entitled to ten days sick leave per year of service. Effective from 1 January 2019 a full-time employee is entitled to 15 days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day off or not rostered on a shift shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

14. Personal Carer's Leave

- 14.1 Use of Sick Leave:
 - 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, 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.

14.1.2 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.

14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 30 should be followed.

14.1.4 The employee shall, if required

- (a) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer, or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

14.1.5 In normal circumstances, an employee must not take carer's leave under this clause where another person had taken leave to care for the same person.

14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care and support of the person concerned; and
- (b) The person concerned being:
 - (i) a spouse of the employee, or
 - (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), 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
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

"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.

14.1.7 An 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 their 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.

14.2 Use of Unpaid Leave:

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

14.3 Use of Annual Leave:

14.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act* 1944, 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.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

14.4 Use of Time Off in Lieu of Payment of Overtime:

14.4.1 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 2 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours shall be available at the rate of time and one half for the first two hours worked and double time thereafter.

14.4.3 If, having elected to take time in lieu of payment of overtime in accordance with subclause 14.4.1, the time in lieu is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 2 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

14.5 Use of Make-Up Time:

14.5.1 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.

14.6 Personal Carer's Entitlement for Casual Employees

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, 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 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

14.6.2 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.

14.6.3 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.

15. Bereavement Leave

15.1 A full-time or part-time employee, including a temporary employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

- 15.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 15.4 Bereavement Leave for casual employees
- 15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.6 (b).
- 15.4.2 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.
- 15.4.3 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.

16. Parental Leave

- 16.1 Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- 16.3 Right to request
- An employee entitled to parental leave may request the employer to allow the employee:
- 16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- 16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 16.3.3 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.
- 16.4 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.
- 16.5 Employee's request and the employer's decision to be in writing
- 16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

16.6 Request to return to work part-time

Where an employee wishes to make a request under subclause 16.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

16.7 Communication during parental leave

16.7.1 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 role 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 role the employee held before commencing parental leave.

16.7.2 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.

16.7.3 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 16.7.1.

17. Leave for Matters Arising from Domestic Violence

17.1 For the purposes of this clause Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*

17.2 Leave entitlements provided for in clause 13, Sick leave and clause 14, Personal carer's leave, may be used by employees experiencing domestic violence.

17.3 Where the entitlements referred to in subclause 17.2 are exhausted, the employer shall grant up to five days paid special leave to be used for absences from the workplace to attend to matters arising from domestic violence situations.

17.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service, or a Lawyer.

17.5 Personal information concerning domestic violence will be kept confidential by the employer.

17.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number, and email address.

18. Terms of Engagement

18.1 Full-time and part-time employees at the Aquatic, Athletics and Archery Centres and Satellite Sports Venues employed in classifications under subclause 5.1 shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- 18.2 A temporary employee shall be employed for a fixed period. The engagement of a temporary employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- 18.3 Full-time and part-time gymnastics program employees employed in classifications under subclause 5.4 shall be engaged by the week and their engagement may be terminated by the employer or employee giving one week's notice, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.
- 18.4 The provisions outlined in subclauses 18.1 and 18.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- 18.5 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

19. Training Wage

- 19.1 See the Theatrical Employees (Training Wage) (State) Award.

20. Payment of Wages

- 20.1 Wages will be paid fortnightly by Electronic Funds Transfer.

21. Annual Leave and Annual Leave Loading

- 21.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 21.4 Full-time and part-time gymnastics program employees employed in the classifications under subclause 5.4 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.5 The loading referred to in subclauses 21.1, 21.2, 21.3 and 21.4 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 21.6 Temporary employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.
- 21.7 Cashing out of Annual leave
- 21.7.1 Full-time and part-time employees who are entitled to annual leave of 5 weeks per annum under subclause 21.1 or subclause 21.3 shall be able to elect to cash out 1 weeks annual leave, on a single occasion, once in each calendar year. This provision does not apply to employees who accrue 4 weeks annual leave per annum under subclauses 21.2 and 21.4
- 21.7.2 Employees wishing to cash out leave shall indicate their intention in writing, or by email.

21.7.3 The cashing out of leave under subclause 21.7 is not available to employees, where the cashing out of leave would result in the employee's leave balance reducing to below 4 weeks at the time of cashing out.

21.8 Clause 21 does not apply to casual employees

22. Long Service Leave

22.1 The New South Wales *Long Service Leave Act* 1955 applies.

23. Consultation and Union Access

23.1 A meeting will be held every two months between employee representatives, the Union Official and the Director of the Sydney Olympic Park Sports Venues for the purpose of discussing matters affecting the employment, productivity and efficiency at the Sydney Olympic Park Sports Venues.

23.2 The Employer recognises the rights of employees to elect union delegates as their representative for the purposes of this Award and to enhance the consultative mechanism.

23.3 Where operational matters permit, and subject to sufficient notice to management, accredited union delegates will be allowed reasonable time in work hours to prepare for and meet with management, a union official or employees they represent on urgent matters affecting union members. Management agreement will not be unreasonably withheld.

Collective meetings of employees with a union official or accredited union delegate will be held during a lunch or other work break or outside hours unless otherwise agreed by management.

23.4 The Employer shall provide accredited delegates with reasonable access to the following facilities for authorised union activities

23.4.1 Computer for word processing and related purposes, email, telephone, photocopier, facsimile machine and a private meeting room, if and when necessary.

23.4.2 Access to a notice board for material authorised by the union. The Employer shall have the right to decline the posting of material at its discretion but shall not unreasonably do so.

23.5 Union Delegates will be allowed to undertake the following activities without deduction from ordinary time earnings, subject to operational requirements and management agreement. Management will not unreasonably withhold agreement.

23.5.1 Up to 6 days per annum for training courses conducted by the union or a training provider nominated by the union; or to attend union conferences or industry meetings.

23.5.2 Attendance at, and reasonable preparation time for, industrial proceedings that directly affects the area or employee(s) that the union delegate represents.

23.5.3 Presenting information on the union and union's activities at induction sessions for new employees

24. Labour Flexibility

24.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

25. Uniforms and Protective Clothing

25.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.

- 25.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

26. Tools and Equipment

- 26.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge. Any other authorised work related expenses will be reimbursed to the employee subject to satisfactory verification of the expense.

27. Change Rooms

- 27.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

28. Redundancy

- 28.1 Application of this Clause.

28.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8

28.1.2 This clause shall not apply to employees with less than one year's continuous service

28.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

- 28.2 Employer to Notify and Discuss Change

28.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

28.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 28.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

28.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 28.2.1

28.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 28.2.1, 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 as early as practicable.

28.2.6 The discussions referred to in 28.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

28.3 Notice of Termination of Employment

28.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 28.2.1, 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

28.3.2 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

28.3.3 Payment in lieu of the notice in 28.3.2 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

28.4 Notice for Technological Change

28.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 28.2.1, the employer shall give to the employee three months' notice of termination

28.4.2 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.

28.4.3 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.

28.5 Time Off During the Notice Period

28.5.1 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.

28.5.2 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.

28.5.3 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.

28.6 Transfer to Lower Paid Duties

28.6.1 Where an employee is transferred to lower paid duties for reasons set out in 28.2.1 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 rates for the number of weeks of notice still owing.

28.7 Severance Pay

28.7.1 Where an employee is to be terminated pursuant to clause 28, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (a) 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 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

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years and over Age 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

- (c) '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 any allowances.

28.7.2 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 28.7.1 if the employer obtains acceptable alternative employment for an employee.

29. Major Interruption to Operations

- 29.1 Although a rare event, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 29.2 In the first instance options for staff to work at another location will be investigated.
- 29.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 29.4 Where staff are not able to be placed in work pursuant to clause 29.2 or do not elect to access leave entitlements pursuant to clause 29.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the *Industrial Relations Act* 1996 for a stand down order.

30. Grievance and Dispute Resolution Procedures

- 30.1 Procedures relating to grievances of individual employees.

- 30.1.1 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.
- 30.1.2 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.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.1.4 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.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 30.1.7 The grievance may be referred to the New South Wales Industrial Relations Commission by any party for conciliation or arbitration if the matter is unresolved following the use of the above procedure.
- 30.2 Procedures relating to disputes etc. between the employer and its employees.
 - 30.2.1 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 level of authority.
 - 30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
 - 30.2.3 While a procedure is being followed, normal work must continue.
 - 30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.
 - 30.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

31. Secure Employment

31.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles 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.

31.2 Casual Conversion

31.2.1 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 casual contract of employment converted to ongoing full-time employment, or ongoing part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

31.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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 clause if the employer fails to comply with this notice requirement.

31.2.3 Any casual employee who has a right to elect under subclause 31.2.1, upon receiving notice under subclause 31.2.2 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.

31.2.4 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.

- (i) 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.

31.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 31.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 31.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

31.2.6 Following an agreement being reached pursuant to subclause 31.2.5, 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.

31.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

31.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 31.2.3) where the seasonal nature of the work can be demonstrated.

31.2.9 This clause does not apply to casual event staff employees at the Quaycentre in the classification described in clause 5.3.

32. Work Health and Safety

32.1 Work Health and Safety

32.1.1 For the purposes of this clause, the following definitions shall apply:

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

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

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

32.1.3 Nothing in clause 32 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

32.2 Disputes Regarding the application of this Clause

32.2.1 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.

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

32.4 The parties to this agreement are committed to continuous improvement in work health and safety (WHS) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety.

In addition to initial work health and safety training for employee representatives, employee representatives may undertake one day per annum refresher training at a course, conference or seminar, chosen in consultation with the employer.

33. No Extra Claims

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

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

34. Anti-Discrimination

- 34.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 34.2 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.
- 34.3 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.
- 34.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 34.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- 34.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

35. Area, Incidence and Duration

- 35.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning, Industry and Environment in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres, and Satellite Sports Venues, and
 - (b) not classified as staff members of the management team.
 - (c) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning, Industry and Environment in the classifications prescribed by this Award in connection with (whether indoors or outdoors) any fixture, event, exhibition or performance at the Sydney Olympic Park Quaycentre, or associated facilities.

- (d) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning, Industry and Environment in the classifications prescribed by this Award, in connection with the gymnastics program, at the Sydney Olympic Park Quaycentre, or associated facilities.
- 35.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, the Sydney Olympic Park Archery Centre, the Sydney Olympic Park Quaycentre and the Satellite Sports Venues.
- 35.3 This award shall not apply to employees at the Quaycentre who from time to time may perform functions covered by the classification structure in subclause 5.3, who are engaged by the week..
- 35.4 This award is made following an application by the Sydney Olympic Park Authority, Department of Planning, Industry and Environment, under section 10 of the *Industrial Relations Act 1996* and rescinds and replaces the Sydney Olympic Park Authority Managed Sports Venues Award 2018 published on 29 March 2019 (384 I.G. 260) 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) have been included in the award.
- 35.5 The award will operate from 1 July 2019 and remain in force until 30 June 2020.
- 35.6 The parties to this award have agreed to commence discussions for a new award 6 months prior to the nominal expiry date.

PART B

Table 1 - Rates of Pay for Full-Time Classifications under subclause 5.1

Classification Level	Salary from the first full pay period on or after 1 July 2019 (2.50%) \$
Level 1	44,003
Level 2	49,492
Level 3	55,002
Level 4	65,982

Table 2 - Hourly Rates of Pay for Casual Employees under subclause 5.2

Classification Level	Hourly Rates from the first full pay period on or after 1 July 2019 (2.50%) \$	Saturday from the first full pay period on or after 1 July 2019 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2019 (60% penalty rate loading) \$
Level A	25.73	33.45	41.17
Level B	27.47	35.71	43.95
Level C	29.21	37.97	46.74

Table 3 - Hourly Rates of Pay for Quaycentre Casual Event Staff Employees under subclause 5.3

Classification Level	Monday to Friday from the first full pay period on or after 1 July 2019 (2.50%) \$	Saturday from the first full pay period on or after 1 July 2019 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2019 (60% penalty rate loading) \$	Public holidays from the first full pay period on or after 1 July 2019 (2.50%) \$
Level 1	24.50	31.85	39.20	50.94
Level 2	26.24	34.11	41.98	54.74
Level 3	29.21	37.97	46.74	60.68
Level 4	34.75	45.18	55.60	72.26

Table 4 - Rates of Pay for Full-Time Classifications under subclause 5.4

Classification Level	Salary from the first full pay period on or after 1 July 2019 (2.50%) \$
Level 1	710.53
Level 2	733.08
Level 3	763.63
Level 4	789.76
Level 5	837.53
Level 6	923.22

Junior Rates for Levels 1, 2 and 3	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 5 - Other Rates and Allowances for Classifications under subclause 5.4

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first full pay period on or after 1 July 2019 \$
1	4.6 (a)	Supervisory loadings - up to 5 employees	29.83per week
2	4.6 (b)	Supervisory loadings - 6 to 10 employees	40.49per week
3	4.6 (c)	Supervisory loadings - 11 or more employees	54.53 per week
4	4.7	First-aid allowance	13.94 per week 2.72per shift
5	4.8	Broken Shift Allowance	14.97 per day

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 207176 of 2019)

Before Chief Commissioner Kite

11 July 2019

AWARD

1. Title

This Award shall be known as the Operational Ambulance Managers (State) Award 2019 ("the Award").

2. Arrangement

Clause No.	Subject Matter
1	Title
2	Arrangement

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5	Classification Descriptions
6	Work Arrangements

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SECTION 1. GENERAL

3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

4. Definitions

"The Department" means the New South Wales Department of Health.

"Employee" means an Officer/Superintendent/Operational Manager of the Service who is employed in The Service in a classification contained in this Award.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"Officer/Superintendent/Operational Manager" means an employee of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union NSW.

The "Working Week" for the purpose of this Award shall commence on Saturday and finish on Friday.

5. Classification Descriptions

"Ambulance Manager Level 1" means an employee who has the following responsibilities, skills and attributes:

Accountability for ensuring funds are expended according to approved budgets and for ensuring targets are met.

Responsibility to provide regular feedback and appraisal regarding the performance of staff

Responsibility for maintaining effective relationships with a range of stakeholders within the Service to ensure the Service's priorities are met

Assist with the development and implementation of policies, procedures, standards and practices for the Service

Responsibility and accountability for providing a professional level of services to the Service or oversee the management of aspects of services and the staff

Understanding and commitment to the Service's priorities

Capacity to direct all operational facets based on strategic and business plans

Ability to ensure budget targets are met

Capacity to undertake performance appraisal of staff and ability to develop performance measures

Effective communication and interpersonal skills

Assist with the development and implementation of policies, procedures, standards and practices

Able to meet pre-determined targets and deadlines

Ability to be flexible and adapt work practices to suit circumstances

"Ambulance Manager Level 2" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 1 Ambulance Manager:

Accountability for allocation and/or expenditure of resources and ensuring targets are met

Responsibility for ensuring optimal budget outcomes for their customers and communities

Responsibility for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system

Responsibility for providing support for the efficient, cost effective and timely delivery of services

High level of leadership, communication and interpersonal skills

Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers

Proven negotiation and delegation skills

Ability to motivate and co-ordinate staff

Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers

Capacity to design strategic and business objectives

Ability to develop performance measures

"Ambulance Manager Level 3" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 2 Ambulance Manager:

Responsibility for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system

Responsibility to maintain effective relationships and communication to ensure that corporate goals and priorities of the Health System are met

Responsibility for providing timely delivery of services and accountable to the appropriate Executive

Responsibility for contributing to the development and implementation of business plans

Requirement to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures

Excellent leadership, communication and interpersonal skills

Highly developed and effective management skills

Ability to develop, monitor and reach predicted outcomes to strategic and business plans

Highly developed and effective negotiation and delegation skills

Proven capacity to manage multi-disciplinary groups

Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures

"Ambulance Manager Level 4" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 3 Ambulance Manager:

Responsibility for ensuring optimal health outcomes within budget for their customers and communities

Accountability for allocating resources and ensuring budgets are effectively met

Responsibility for developing appropriate strategies to manage budget changes in a timely manner

Requirement to make complex judgements and make appropriate changes in standard practices, policies and procedures

Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met

System-wide view of health care provision and management to improve health outcomes for customers

Excellent strategic planning and policy development skills

Proven management expertise at a senior level

Competent to make complex judgements and take initiatives through delegated responsibilities

"Ambulance Manager Level 5" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 4 Ambulance Manager.

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Service or Health 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 Service's 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 Area Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas

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-Area 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 or the relevant General Manager.

Significant impact on service achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for Service-wide service delivery

6. Work Arrangements

- (a) Work will be performed by the most efficient means.
- (b) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (c) Any proposal that will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 32, Issues Resolution, of this Award.

SECTION 2. EMPLOYMENT CONDITIONS

7. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification provided that such duties are not designed to promote de-skilling.
- (b) The Service may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies & Promotion

- (a) Advertisements of vacant positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

9. Appointment of Officers

- (a) An employee employed under this Award shall be engaged as a full-time employee, a permanent part-time employee or a temporary employee.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.
- (c) All employees will be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.

- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of days each week which are less than those prescribed for a full-time employee, except in emergent or urgent circumstances.
 - (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the weekly rate (annual rate/52.17857) prescribed in Table 1, Salaries, of Section 7 of this Award.
 - (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 9, Roster Leave, of this Award.
 - (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to full-time employment.
 - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 16, Climatic and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
 - (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (f) Temporary Employee
 - (i) A temporary employee is engaged for a continuous fixed period of time to carry out a specific task. Such task may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be full-time or part-time.
 - (iii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees.

10. Roster Leave

- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
- (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
- (c) Leave under this clause shall not be allowed to accumulate to more than twelve (12) days.
- (e) Subject to clause 13, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

11. Reasonable Hours

- (a) 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.

- (b) For the purposes of subclause (b) what is reasonable or otherwise will be subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) Determined having regard to:
 - (i) Any risk to employee health and safety.
 - (ii) The employee's personal circumstances including any family and carer responsibilities.
 - (iii) The needs of the workplace or enterprise.
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

12. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day.
- (b)
 - (i) An employee to whom paragraph (i) of subclause (a) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
 - (ii) An employee to whom paragraph (ii) of subclause (a) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
 - (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one-thirty eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in paragraphs (i) and (ii) of subclause (b) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (ii) of subclause (a) of clause 21, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employees appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service and shall be regarded, for all purposes of this clause, as any other public holiday.

13. Termination of Employment

- (a) Employment shall be terminated by four (4) weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employee's employment without notice for serious or wilful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

- (c) Employees with a credit of any additional rostered leave day off duty shall be paid for such accrual upon termination.

SECTION 3. SALARIES AND MONETARY ENTITLEMENTS

14. Salaries

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Classification Structure, of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her current salary will be appointed at no less than the minimum of the applicable salary band.
- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause will occur based on the employee's work performance that will be measured against their Performance Agreement.
- (f) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 32, Issues Resolution, of this Award.

15. Payment and Particulars of Salaries

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) For each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.
- (c) 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 Service and the Union due to isolation.
- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

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 Service making their deposits. In such cases the Service shall take all reasonable steps to ensure that wages are available for withdrawal by no later than pay-day.

16. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) The allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

17. Travel Allowances

Employees shall be granted travelling allowances on such terms and conditions prescribed by the NSW Policy Directive PD2016_010, Official Travel, as amended or replaced from time to time.

18. Relieving Other Members of Staff

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her additional roster leave day off duty.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

19. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 14 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 20 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.

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

- (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
 - (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*.

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

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 14 Salaries of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

20. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual PD2018_044, 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 (d) below.

- (b) Where an employee elects to package an amount of salary:

- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 14 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 - (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and 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.
 - (e) 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.
 - (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy PD2018_044, as amended from time to time.
 - (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 - (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 - (i) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy PD2018_044 as amended from time to time.

SECTION 4. LEAVE ENTITLEMENTS

21. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) An employee employed on a Monday to Friday basis - four weeks leave on full pay.
 - (ii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven week's pay.

- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that the additional two weeks' pay payable to an employee employed on duties in accordance with paragraph (ii) of subclause (a) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed by paragraph (i) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales which occurs during a period of annual leave.
- (e)
 - (i) Annual Leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (ii) Annual leave shall be granted on a rotating roster basis provided that such rotation complies with paragraph (i) of this subclause.
 - (ii) An employee shall be eligible for annual leave when twelve months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had Annual Leave since the commencement of the employment.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it has accrued but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take annual leave at a specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (v) Employees may exchange annual leave by mutual arrangement with the approval of the Service provided that such exchange complies with paragraph (i) of this subclause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the Annual Holidays Act 1944. However, officers entitled to additional rostered leave days off duty in accordance with clause 10,

Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

22. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under clause 21, Annual Leave, of this Award, shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure of this Award, for the classification in which the employee was employed immediately before commencing his/her annual leave. The 17.5 per cent annual leave loading will apply to the following periods of annual leave, i.e.; in the case of an employee employed on a Monday to Friday basis - four weeks, and for seven day per week basis employees - five weeks, provided further that in no instance is the calculated amount to exceed one thousand four hundred and twenty-one dollars and zero cents (\$1421.00) with effect from the first pay period to commence on or after 1 July 2007.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance provided, however, that if the employment of such an employee continues until the day upon which he or she would have become entitled under this to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or she became entitled after 10 May 1974, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) The annual leave loading shall be paid before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

23. Family and Community Services Leave and Personal/Carer's Leave

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of Section 4 of the NSW Health Policy Directive 2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

23A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.

- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

24. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the provisions of Section 5 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service and the Service's Maternity Leave Operating Procedure PRO2018-002 or subsequent replacements as amended or replaced from time to time.

A. Maternity Leave

- (a) Eligibility for Paid Maternity Leave
 - (i) Full-time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.
 - (ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.
 - (iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act* (NSW) 1987.

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

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

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

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

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Divisional Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

(1) The intention to proceed on maternity leave;

(2) The expected date of birth certified by a medical practitioner;

(3) The period of leave to be taken;

(4) The date on which maternity leave is to commence;

(5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.

(6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

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

- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

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

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

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

- (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
 - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) **Illness Associated with Pregnancy**
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
 - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave**
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **Stillbirth**
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
 - (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (n) **Right to Return to Previous Position**
- (i) An employee who returns to work after maternity leave has a right to return to her former position.
 - (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(o) Portability of Service for Paid Maternity Leave

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

service was on a full-time or permanent part-time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

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

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All full-time and permanent part-time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full-time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act (NSW) 1987*.

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

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

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(c) Applications for Adoption Leave

(i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.

(ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full-time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

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

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

(b) Entitlements

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

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at any time within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).

- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
 - (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

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

24A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.

- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

25. Study Leave

Employees shall be granted Study Leave on such terms and conditions as prescribed by Section 6 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

26. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by Section 14 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

27. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to officers employed under the provisions of the *Government Sector Employment Act 2013*, and the regulations made there under, as amended from time to time. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an additional rostered leave day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

28. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate of 114 hours in any period of twelve months.
 - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.

- (iii) Periods of less than thirty-eight (38) hours shall not be re-credited to employees who are sick whilst on Annual or Long Service Leave.
- (b)
- (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
 - (ii) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) All periods of sickness shall be certified by a legally qualified Medical Practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation, provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full-time hours. On the expiration of available sick leave, weekly workers compensation payments only shall be payable.
- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

SECTION 5. MISCELLANEOUS

29. Uniforms

- (a)
- (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
 - (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (iv) Articles of clothing issued under paragraphs (i) and (iii) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused. In the event of refusal the provision of clause 32, Issues Resolution, of this Award, shall apply.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Table 2, Allowances of Section 7, Monetary Rates.

30. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union subscriptions from the pay of the authorising employee.

31. Accommodation

- (a) Officers, who at 9 December 2010 receive accommodation quarters rent free or payment for accommodation, will have the following entitlements whilst they remain in their current position and in their current location:
 - (i) the entitlement to accommodation quarters rent free or payment for accommodation will cease 12 months after 23 December 2010;
 - (ii) after that time, any officer who elects to remain in an Ambulance Service residence will be required to pay half market rental for a period of 12 months and full market rental thereafter.
 - (iii) Managers' availability for operational responses is not altered by the agreed variation to this clause.

SECTION 6. AWARD PARAMETERS

32. Issues Resolution

- (a) The parties must:
 - (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s);
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her Supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the General Manager Operations (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.

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

The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of N.S.W.

33. Anti-Discrimination

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

NOTES -

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

34. Benefits Not to Be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in his Award shall in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

35. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

36. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Operational Ambulance Managers (State) Award published 5 July 2019 (384 I.G. 682) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.
- (c) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year.

SECTION 7. MONETARY RATES

Note: All rates contained in the following tables have effect from the dates specified at the head of each column.

Table 1 - Salaries

Classification	Rates from 01/07/2019 Per Annum Minimum \$	Rates from 01/07/2019 Per Annum Maximum \$
Operational Manager		
Level 1	109,162	114,362
Level 2	111,758	132,557
Level 3	129,954	148,149
Level 4	145,547	174,143
Level 5	171,540	192,337
Operations Centre Manager		
Level 1	106,362	111,426
Level 2	108,891	129,152
Level 3	126,619	144,346
Level 4	141,810	169,671
Level 5	167,136	187,398
Classification	Rates from first full pay period on or after 01/07/2019 Per Annum Minimum \$	Rates from first full pay period on or after 01/07/2019 Per Annum Maximum \$
Operational Manager		
Level 1	111,891	117,221
Level 2	114,552	135,871

Level 3	133,203	151,853
Level 4	149,186	178,497
Level 5	175,828	197,145
Operations Centre Manager		
Level 1	109,021	114,212
Level 2	111,613	132,381
Level 3	129,784	147,955
Level 4	145,355	173,913
Level 5	171,314	192,083

Table 2 - Allowances

Item No.	Clause No.	Allowance Description	Rate from 01/07/2019 \$	Rate from first full pay period on or after 01/07/2019 \$
1	16	Climatic and Isolation Allowance - Time and Half Zone - (per week)*	4.60	4.70
2	16	Climatic and Isolation Allowance - Double Zone (per week)*	9.30	9.40
3	29	Laundry(per week)*	13.30	13.50

* Rate moves independently to Award wages increase.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 400792 of 2019)

Before Commissioner Murphy

10 March 2020

AWARD

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PART B

MONETARY RATES

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2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the *Health Services Act 1997*, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

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

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the *Industrial Relations Act 1996* or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Union" means any or all of the following organisations as the case may be:

Construction, Forestry, Mining and Energy Union (New South Wales Branch);

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (New South Wales Branch);

Electrical Trades Union of Australia (New South Wales Branch).

3. Classifications

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of his/her work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floor laying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and show cards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cutout displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out his/her work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3A. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc.).

Placement - The relevant Chief Executive will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Leading Hand Allowances - Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

4. Hours and Contract of Employment

- (i) Employment under this Award will be full-time, part-time or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) Full-time employees - Hours:
 - (a) "Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.
 - (b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.
 - (c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (d) An employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the allocated day off. Such payment shall also be made to an employee on termination of employment.
 - (e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.
 - (f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to his/her next allocated day off duty, in normal sequence, he/she shall be given and shall take such day as though he/she had worked the whole of the 20 day cycle.
 - (g) Where an employee is required to work on his/her accrued allocated day off, other than a call back, he/she shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.
 - (h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly, no penalty payments shall be payable to the employee where he/she and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.
 - (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 22, Public Holidays, and clause 23, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative

day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.

- (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
- (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
- (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
- (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
- (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employee.
- (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
- (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.

(iii) Part Time Employment:

- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
- (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to his/her usual roster.

- (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employee's circumstances.
- (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two

hours and double time thereafter, except that on Sunday 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.

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, 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.

- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.
- (iv) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.
- (v) Casual Employment:
 - (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
 - (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which he/she performs.
 - (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.
- (vi) All employees:
 - (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
 - (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.
- (vii) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Local Health District (12 hour shifts) and Western Sydney Local Health District Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by his or her employer to be on call shall be paid the allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.

- (iii) An employee required to be on call on rostered days off shall be paid the allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone to an employee rostered on call.
- (vi) Where provided with a mobile telephone, a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. 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 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.

- (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 *Workplace Health and Safety Act 2011* 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 Department of Employment, Skills, Small and Family Business.

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and Clause 21, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - 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 who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of his/her employer such an employee resumes or continues work without having had such ten 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 shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or

- (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.

All overtime work after twelve noon on a Saturday shall be paid for at double time.
 - (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 22, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work he/she was recalled to perform is completed within a shorter period.
 - (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable 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, the employee shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
 - (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.
- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
- (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
 - (b) A meal break of not less than 20 minutes shall be allowed during such shift.
 - (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.

- (d) The rate of pay for temporary night work shall be time and one half.
- (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one and one half hours after working ordinary hours shall be paid by his/her employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to his/her overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.

- (ix) Transport of employees - When an employee after having worked overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to his/her home, or pay him his/her current wage for the time reasonably occupied in reaching his/her home (provided that this subclause shall not apply to an employee who uses his/her own vehicle to travel to and from his/her place of work).
- (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (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.
- (xi) Cribs:
 - (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and Clause 17, Shift Work, shall be allowed, at the expiration of the said one and one half hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.

- (b) When overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 6. Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under Clause 6 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 6B. 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 PAYG withholding 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 wages 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 (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 6 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.

6B. 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 PD2018_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 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 6. Wages, 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, HELP repayments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the PD2018_044 Salary Packaging.
- (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 PD2018_044 Salary Packaging as amended from time to time.

7. Additional Rates, Special Rates and Allowances

- (i) Additional Wage Rates
 - (a) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.
 - (b) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
 - (1) when required to act on plumber's licence;
 - (2) when required to act on gasfitter's licence;

- (3) when required to act on drainer's licence;
- (4) when required to act on plumber's and gasfitter's licence;
- (5) when required to act on plumber's and drainer's licence;
- (6) when required to act on gasfitter's and drainer's licence;
- (7) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by his/her employer to act on his/her licence or licences during the course of his/her employment shall be paid at the rate per hour mentioned in this Award for every hour of his/her employment whether he/she had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (c) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to his/her ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 17, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (d) Electric Welding - An employee being the holder of a Department of Industrial Relations oxy-acetylene or electric welding certificate who may be required by his/her employer to act on either of his/her certificates during the course of his/her employment shall be entitled to be paid for every hour of his/her employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (e) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.
- (f) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week he/she is so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (g) BMC Operators:
 - (1) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.
 - (2) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
 - (3) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.

- (h) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.
- (i) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:

Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;

Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;

Electrician in Charge of Generating Plant less than 75 Kilowatts;

Electrician in Charge of Generating Plant 75 Kilowatts or more;

Plant Electrician.

- (j) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

(ii) Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (b) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011* (NSW).
- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- (f)
- (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.
- (h) Wet Places:
- (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid an amount per hour extra as set out at Table 2; provided that his/her extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

Where an employee is required to work in the rain he/she shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
 - (2) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (i) Acid Furnaces, Stills, etc.:
- (1) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
 - (2) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.
- (j) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.

- (k) Swing Scaffolds:
- (1) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
 - (2) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
 - (3) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (l) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations or its successor agency shall be paid an amount per hour extra as set out at Table 2.
- (m) Working Secondhand Timber - Where, whilst working secondhand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber he/she shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which his/her tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that he/she can prove his/her claim.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (p) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (q) Toxic and Obnoxious Substances:
- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
 - (4) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.

- (s) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (t) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
- (u) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

Definition: Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

Control: All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2017 (NSW)*.

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 7(ii), Special Rates, with the exception of subclauses (a) Cold Places; (e) Hot Places; (k) Swing Scaffold; (l) Spray Application; and (m) Working Secondhand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

- (v) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(x)

- (1) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Secretary of the NSW Ministry of Health.

- (2) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

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

- (iii) Thermostatic Mixing Valve

An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.

- (iv) Chokages

Subject to clause 7(ii), Special Rates if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if he/she is required to work in a septic tank in operation he/she shall be paid an amount as set out at Table 2 per day or part thereof.

(v) Fouled Equipment

An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof: Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 7(iv), Chokages, would otherwise be payable.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

9. Leading Hands

(i) Leading Hand Electrician:

- (a) For the purposes of this subclause, Leading Hand means any electrical worker who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
- (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.

(ii) Leading Hand, other than Electrician:

- (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
- (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
- (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.

10. Excess Fares and Travelling Time

- (i) An employee who on any day or from day to day is required to work at a job away from his/her accustomed place of work shall, at the direction of his/her employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to his/her accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses his/her own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (iii) Where the 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. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar months' notice of the requirement to report to a new accustomed place of work.

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.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD2012_021 Managing Excess Staff of the NSW Health Service, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

11. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4, Contract of Employment and Hours, 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, 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 48 hours 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 of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

12. Higher Duties Allowance

- (i) Where a Leading Hand is on his/her allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than his/her ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or

shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.

- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift he/she shall be paid the appropriate allowance for the whole of such day or shift.

13. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

14. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the *Workplace Health and Safety Act 2011* shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of his/her employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable ear muffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

15. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

16. Amenities

The provisions contained in the "Accommodation and Amenities" Clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

17. Shift Work

- (i) Definitions - for the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

- (iv) Sundays and Holidays:

- (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
- (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 18, Public Holidays, shall be paid at the rate of double time and one-half.
- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

18. 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 public 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 and Boxing Day.
 - (c) Day workers are to be paid one day's pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
 - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to his/her period of annual leave.
 - (e) The election referred to in paragraphs (a) and (d) 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) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

19. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

20. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.

- (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
- (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
- (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
- (f) Painters and Signwriters to be supplied with all brushes.
- (g) All power tools shall be provided where in the opinion of the employer they are necessary.

(vi)

- (a) Clause 20 (vi) shall not apply to employees of the Ambulance Service.
- (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
- (c) 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.

(vii)

- (a) Clause 20 (vii) shall not apply to employees of the Ambulance Service.
- (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
- (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (d) Any employee to whom overalls or alternative garments have 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 therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
- (e) 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.

- (viii) Ambulance Service Uniform and Protective Clothing.
- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
 - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
 - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
 - (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
 - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
 - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
 - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
 - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of his/her duties to use tools other than those of his/her own trade, such tools shall be supplied by the employer.

21. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week 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 places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and 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 by this clause shall be regarded as part of the salary for the purposes of this Award.

22. Damage to or Loss of Clothing or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.

- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default he/she shall compensate the employee to the extent of his/her loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of his/her tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

23. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use his/her/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

24. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday 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 (five working days);
 - (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 (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.

- (iv) 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.
- (v) A shift worker shall be paid, whilst on annual leave his/her ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 18, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in subclause 2.11.1 of PD2019_010 Leave Matters for the NSW Health Services, as varied or replaced, from time to time.

25. Long Service Leave

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

From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access his/her long service leave on a pro-rata basis per completed year of service.
 - (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.
 - (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
 - (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 2 of the Government Sector Employment Regulation 2014;
 - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee 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 employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until he/she has completed at least five years' continuous service from the date upon which he/she commenced his/her current period of employment.

- (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, 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 1st January, 1973.
- (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (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; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
- (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 widower, the children of such employee, or if there is not 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) 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) Except as provided for in subclause (ix) 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.
- (ix) An employee who is employed in a hospital, to which Clause 25 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
 - (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
 - (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
 - (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given his/her next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

26. Sick Leave

- (i)
 - (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.
 - (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
 - (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, 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.
 - (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (e) An employee shall not be entitled to sick leave until after three months' continuous service.

- (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
 - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 29, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
 - (h) Each employee shall take all reasonably practicable steps to inform the employer of his/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.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

27. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive PD2019_010, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Ministry of Health Policy Directive PD2019_010, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with Ministry of Health Policy Directive PD2019_010, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

28. Family and Community Service 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.
- (iii) Casual employees 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 appropriate Chief Executive or authorised delegate may grant FACS leave to an employee:

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

(2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

(3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or

(4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

(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 Chief Executive or authorised delegate approves the grant of leave in the particular case.

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

(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. 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 8 hour shift, the employee would be debited 10 hours of FACS leave.

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

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

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

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

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

B. Personal/Carer's Leave

- (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 Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in 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 5, 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.

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

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

- (a) service was on a full-time or permanent part-time basis:

- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

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 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 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 should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(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, sick 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, sick 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 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 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 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 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.

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).

F Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) 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 the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular work place which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level, then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved, then:
- (iii) Discussions shall include representatives of senior management of the Local Health District and relevant union/s, if it cannot be resolved, then:
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.
- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

31. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than his/her/er normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than his/her/er normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (ii) All fares and travelling expenses involved in conveyance of the employee and his/her/er tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
 - (a) An employee travels to or from such place of temporary residence without the approval of the employer or
 - (b) the employee terminates his/her/er own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

32. Exhibition of Award

See section 361 of the *Industrial Relations Act 1996*, which provides for the exhibition of industrial instruments in the workplace.

33. Consultative Committees

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the state-wide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

34. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

35. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those he/she represents.

36. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, responsibilities as a carer, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the Issues 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.

37. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 31 December 2020 by a party to this Award.
- (ii) The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

38. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 3, Classifications who are employed by the Secretary of the NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.
- (ii) This Award replaces and rescinds the Public Health Service Employees Skilled Trades (State) Award published 6 September 2019(385 IG 50) and all variations thereof.
- (iii) The Award shall take effect on and from 1 January 2020 and remain in force until 31 December 2020.

PART B

MONETARY RATES

Table 1 - Weekly Wages

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	Effective Date 01-Jan-2020 \$
Bricklayer	
Level 1	55,027
Level 2 (Level 1 plus 5%)	57,778
Level 3 (Level 1 plus 10%)	60,530
Level 4 (Level 1 plus 15%)	63,281
Carpenter	
Level 1	55,027
Level 2 (Level 1 plus 5%)	57,778
Level 3 (Level 1 plus 10%)	60,530
Level 4 (Level 1 plus 15%)	63,281
Electrical Instrument Fitter	
Level 1	61,001
Level 2 (Level 1 plus 5%)	64,051
Level 3 (Level 1 plus 10%)	67,101
Level 4 (Level 1 plus 15%)	70,151
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	
Electrical Tradesperson	
Level 1	58,236
Level 2 (Level 1 plus 5%)	61,148

Level 3 (Level 1 plus 10%)	64,060
Level 4 (Level 1 plus 15%)	66,972
Fitter / Motor Mechanic	
Level 1	54,882
Level 2 (Level 1 plus 5%)	57,626
Level 3 (Level 1 plus 10%)	60,370
Level 4 (Level 1 plus 15%)	63,114
Floor / Wall Tiler	
Level 1	55,027
Level 2 (Level 1 plus 5%)	57,778
Level 3 (Level 1 plus 10%)	60,530
Level 4 (Level 1 plus 15%)	63,281
Painter / Spray Painter	
Level 1	55,027
Level 2 (Level 1 plus 5%)	57,778
Level 3 (Level 1 plus 10%)	60,530
Level 4 (Level 1 plus 15%)	63,281
Plasterer	
Level 1	55,027
Level 2 (Level 1 plus 5%)	57,778
Level 3 (Level 1 plus 10%)	60,530
Level 4 (Level 1 plus 15%)	63,281
Plumber	
Level 1	55,410
Level 2 (Level 1 plus 5%)	58,181
Level 3 (Level 1 plus 10%)	60,952
Level 4 (Level 1 plus 15%)	63,722
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance	
Scientific Instrument Maker	
Level 1	56,702
Level 2 (Level 1 plus 5%)	59,537
Level 3 (Level 1 plus 10%)	62,372
Level 4 (Level 1 plus 15%)	65,207
Signwriter	
Level 1	56,241
Level 2 (Level 1 plus 5%)	59,053
Level 3 (Level 1 plus 10%)	61,865
Level 4 (Level 1 plus 15%)	64,677
Tool Maker	
Level 1	56,702
Level 2 (Level 1 plus 5%)	59,537
Level 3 (Level 1 plus 10%)	62,372
Level 4 (Level 1 plus 15%)	65,207
Welder 1st Class	
Level 1	54,882
Level 2 (Level 1 plus 5%)	57,626
Level 3 (Level 1 plus 10%)	60,370
Level 4 (Level 1 plus 15%)	63,114
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance	

**Table 2 - Additional Rates, Special Rates and Allowances
(Including Tool Allowance for Electrical Trades)**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	Frequency	Effective Date 01-Jan-2020 \$
4A(ii)	On-call - Rostered on duty	Per 24 Hours	24.69
4A(iii)	On-call - Rostered off duty	Per 24 Hours	48.77
7(i)(a)	Electricians Licence Grade A	Per Week	50.83
7(i)(a)	Electricians Licence Grade B	Per Week	27.72
7(i)(b)(1)	Plumbers License	Per Week	50.45
7(i)(b)(2)	Gasfitters License	Per Week	50.45
7(i)(b)(3)	Drainers License	Per Week	41.10
7(i)(b)(4)	Plumbers and Gasfitters License	Per Week	66.63
7(i)(b)(5)	Plumbers and Drainers License	Per Week	66.63
7(i)(b)(6)	Gasfitters and Drainers License	Per Week	66.63
7(i)(b)(7)	Plumbers and Drainers and Gasfitters License	Per Week	92.81
7(i)(c)	Plumbers/Gasfitters/Drainers Reg. Cert	Per Hour	0.99
7(i)(d)	Electric Welding	Per Hour	0.78
7(i)(e)	Computing Quantities	Per Day	6.34
7(i)(f)	Boiler Attendants Certificate	Per Week	7.83
7(i)(g)	BMC Operator	Per Week	40.72
7(i)(h)	Motor Mechanic	Each	0.80
7(i)(h)	Motor Mechanic per day	Per Day	3.22
7(i)	Elec Fitter & Assistant to Chief Eng.- Sydney Hospital	Per Week	71.76
7(i)	Elec Fitter & Assistant to Chief Eng. - Other Hosp.	Per Week	57.24
7(i)	Electrician in Charge of Generating Plant less than 75 kilowatts	Per Week	21.08
7(i)	Electrician in charge of Generating Plant 75 Kilowatts or more	Per Week	73.21
7(i)	Plant Electrician	Per Week	68.84
7(j)	Welder Special Class	Per Week	13.10
8	Tool Allowance - Electrical Trades	Per Week	20.94
9(i)(b)	Leading Hand Electrician	Per Week	68.84
9(ii)(a)	Leading Hand - Other than Electricians I/C up to 5 employees	Per week	52.48
9(ii)(b)	Leading Hand - Other than Electricians I/C 6 up to 10 employees	Per Week	68.59
9(ii)(c)	Leading Hand - Other than Electricians I/C over 10 employees	Per Week	87.89
7(ii)(a)	Cold Place	Per Hour	0.84
7(ii)(b)	Confined Spaces	Per Hour	0.99
7(ii)(c)	Dirty Work	Per Hour	0.84
7(ii)(d)	Height Money - at 7.5 metres	Per Hour	0.84
7(ii)(d)	Height Money - every additional 3 metres	Per Hour	0.84
7(ii)(e)	Hot Places - 46C-54C	Per Hour	0.84
7(ii)(e)	Hot Places - more than 54C	Per Hour	0.99
7(ii)(f)(1)	Insulation Material	Per Hour	0.99
7(ii)(f)(2)	Asbestos	Per Hour	0.99
7(ii)(g)	Boil Repair	Per Hour	0.59
7(ii)(g)	Oil fired Boiler	Per Hour	2.07
7(ii)(g)	Smoke Boxes etc.	Per Hour	0.59
7(h)(1)	Wet Places - other than rain	Per Hour	0.84
7(h)(1)	Rain	Per Hour	0.84
7(h)(2)	Mud Allowance	Per Day	6.44
7(i)	Acid Furnaces etc.	Per Hour	4.23
7(j)	Depth Money	Per Hour	0.84
7(k)(1)	Swing Scaffolds other than plasterers - First four hours	Per Hour	5.99
7(k)(1)	Swing Scaffolds other than plasterers - Thereafter	Per Hour	1.25
7(k)(2)	Swing Scaffolds - plasterers	Per Hour	0.17

7(l)	Spray Application	Per Hour	0.84
7(m)	Working Second-hand timber	Per Day	3.19
7(n)	Roof Work	Per Hour	0.84
7(o)	Explosive Powered Tools	Per Day	1.99
7(p)	Morgues	Per Hour	0.94
7(q)(1)	Toxic_Obnox - Epoxy Materials	Per Hour	0.99
7(q)(2)	Toxic_Obnox Sub A/C not operating	Per Hour	0.71
7(q)(4)	Close Proximity to Toxic Sub	Per Hour	0.84
7(r)	Psychiatric Patients (PH Ward)	Per Hour	0.71
7(s)	Animal House	Per Hour	0.55
7(u)	Asbestos Eradication	Per Hour	2.79
7(x)(1)	Psychiatric Hospitals	Per Hour	1.63
7(x)(2)	Geriatric Allowance - Allandale/Garrawarra	Per Hour	0.57
7(x)(2)	Geriatric Allowance - Lidcombe	Per Hour	0.52
7(iii)	Thermostatic Mixing Valve	Per Week	27.65
7(iv)	Chokages	Per Day	9.64
7(v)	Fouled Equipment	Per Day	9.64
21(i)	Climatic and Isolation Allowance - Time and Half Zone	Per Week	9.12
21(ii)	Climatic and Isolation Allowance - Double Zone	Per Week	18.36
N/A	Apprentice Passing Exams - 1st Year		1.72
N/A	Apprentice Passing Exams - 2nd Year		5.33
N/A	Apprentice Passing Exams - 3rd Year		7.04

**Table 3 - Expense Related Allowances
(Including Tool Allowances for all Trades other than Electrical)**

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	Frequency	Effective Date 01-July-2019 \$
8	Tool Allowance Bricklayer	Per Week	23.50
8	Tool Allowance Carpenter	Per Week	32.90
8	Tool Allowance Floor/Wall Tiler	Per Week	23.50
8	Tool Allowance Fitter Motor Mechanic	Per Week	32.90
8	Tool Allowance Plasterer	Per Week	32.90
8	Tool Allowance Painter Spray Painter Signwriter	Per Week	8.00
8	Tool Allowance Plumber	Per Week	32.90
8	Tool Allowance Scientific Instrument/Tool Maker	Per Week	32.90
8	Tool Allowance Welder 1st Class	Per Week	32.90
5(viii)	Meal Allowance for meal on overtime	Each	26.90
5(viii)	Subsequent Meal	Each	11.40
10(i)	Employee required to work away from accustomed place of work	Per Day	22.00
20(vii)(c)	Laundry Allowance	Per Week	1.02
31	Living away from home allowance - (W)	Per Week	536.10
31	Living away from home allowance - (D)	Per Day	76.60
22(ii)	Damage to clothing and tools - insurance to the extent of		1907.10
20 (viii)	Ambulance Service - Uniform provided up to the value of	Per Year	409.70

Table 4 - Apprentices Wages and Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	Effective Date 01-Jan-2020 \$
Apprentice Bricklayer	
1st Year	23,938
2nd Year	31,826
3rd Year	41,104
4th Year	47,531
Apprentice Carpenter	
1st Year	23,938
2nd Year	31,826
3rd Year	41,104
4th Year	47,531
Apprentice Electrician	
1st Year	23,938
2nd Year	31,826
3rd Year	41,104
4th Year	47,531
Apprentice Fitter / Motor Mechanic	
1st Year	23,938
2nd Year	31,826
3rd Year	41,104
4th Year	47,531
Apprentice Painter	
1st Year	23,938
2nd Year	31,826
3rd Year	41,104
4th Year	47,531
Apprentice Plumber	
1st Year	23,938
2nd Year	31,826
3rd Year	41,104
4th Year	47,531
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2	
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.	

SCHEDULE 1

Table 1 - Award History

**Public Health Service Employees Skilled Trades (State) Award
(Incorporating the Ambulance Service of NSW Skilled Trades)**

Date Published	Volume	Publication No.	Description
21 June 2002	334	C1022	Award
27 July 2002	336	C1407	Variation
4 March 2005	348	C3373	Variation
17 March 2006	358	C3872	Variation
17 March 2006	358	C4108	Variation

17 March 2006	358	C4239	Variation
8 September 2006	360	C4864	Variation
6 October 2006	361	C4732	Variation
17 November 2006	361	C5031	Variation
23 February 2007	362	C5223	Variation
9 March 2007	362	C5301	Variation
8 February 2008	364	C6222	Variation
11 April 2008	365	C6338	Award Review
30 January 2009	367	C6866	Variation
26 February 2010	369	C7403	Variation
30 December 2011	371	C7701	Award
10 August 2012	373	C7799	Award Review Variation

Public Health Service Employees Skilled Trades (State) Award

Date Published	Volume	Publication No.	Description
5 October 2012	374	C7979	Award
16 August 2013	375	C8062	Correction
16 August 2013	375	C8065	Award
3 July 2015	377	C8352	Award
15 April 2016	379	C8528	Award

Public Health Service Employees Skilled Trades (State) Award 2018

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8784	Award

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 204354 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1	Title
2	Definitions
3	Application
4	Objective
5	Training Conditions
6	Employment Conditions
7	Wages
8	Grievance and Dispute Procedures
9	No Extra Claims
10	Area, Incidence & Duration

PART B

Table 1 - Monetary Rates - Industry/Skill Level A

Table 2 - Monetary Rates - Industry/Skill Level B

Table 3 - Monetary Rates - School based Trainees

APPENDIX A - INDUSTRY/SKILLS LEVELS

PART A

1. Title

This Award shall be known as the Public Hospital (Training Wage) (State) Award 2019.

2. Definitions

"Ambulance Service" means the Ambulance Service of NSW as referred to in section 67A of the *Health Services Act 1997*.

"Appropriate State Legislation" means the *Apprentice and Traineeship Act 2001* (NSW) or any successor legislation.

"Approved Training" means training undertaken (both on or off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant NSW Training Authority. The training will be accredited and lead to qualifications as set out in Clause 6-Training Conditions.

"Commission" means the Industrial Relations Commission of New South Wales.

"Health Service" means a Public Health Organisation or the Ambulance Service.

"Industrial Instrument" means an Award of the New South Wales Industrial Relations Commission, Determination made pursuant to section 116A of the *Health Services Act 1997* or an Agreement made pursuant to section 116A of the *Health Services Act 1997*.

"Ministry" means the Ministry of Health.

"Parties to a Traineeship Scheme" means the employer organisation and/or the employer and the relevant union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

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

"Relevant Award" means an Award/agreement that applies to a Trainee, or that would have applied but for the operation of this Award.

"Relevant Union" means a union party to a relevant Award/agreement and which is entitled to enrol the Trainee as a member.

"Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this Award and employed in terms of the public hospital Award.

"Traineeship" means a system of training which has been approved by the relevant NSW Training Authority and which is being undertaken in a Health Service, either as an employee of that Health Service, or as an employee of another organisation which has allocated the trainee to the Health Service for the period of the traineeship.

"Traineeship Agreement" means an agreement made subject to the terms of this Award between an employer and the Trainee for a Traineeship and which is registered with the relevant NSW Training Authority or under the provisions of the appropriate state legislation. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

"Traineeship Scheme" means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or enterprise. A Traineeship Scheme shall not be given approval unless consultation and negotiation with the relevant union(s) regarding the terms of the proposed Traineeship Scheme has occurred. An application for approval of a Traineeship Scheme shall identify the relevant union(s) and demonstrate to the satisfaction of the relevant NSW Training Authority that the abovementioned consultation and negotiation has occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

3. Application

- (a) Subject to subclause (c) of this clause this Award shall apply to persons who are undertaking a Traineeship and is to be read in conjunction with any Award of the Industrial Relations Commission of New South Wales or other industrial instrument which covers the terms and conditions of employment of persons performing work in the classifications covered.
- (b) The terms and conditions of any such legally registered Award of the Industrial Relations Commission of New South Wales or other industrial instrument shall apply except where inconsistent with this Award.
- (c) Notwithstanding the foregoing, this Award shall not apply to employees who were employed under any legally registered Award of the Industrial Relations Commission of New South Wales or other industrial instrument prior to the date of approval of a traineeship scheme relevant to the Ministry, except where agreed between the Ministry and the relevant union(s).
- (d) This Award does not apply to Apprentices.

4. Objective

The objective of this Award is to assist with the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Except as provided for in clause 6, Training Conditions nothing in this Award shall be taken to replace the prescription of training requirements in any relevant Award or other industrial instrument.

5. Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant Traineeship Scheme.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant NSW Training Authority.

The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.
- (e) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (e.g., literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 1, or future qualifications at Level 1, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Communities.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise.

- (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 2, or future qualifications at Level 2, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Communities.

6. Employment Conditions

- (a) Full-Time Traineeships
 - (i) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant NSW Training Authority, the employer and the Trainee may vary the

duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.

- (ii) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
 - (iii) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
 - (iv)
 - (a) The Traineeship Agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
 - (b) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of the relevant Award or other industrial instrument.
 - (c) No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
 - (d) The Trainee salary shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant Award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
 - (v) All other terms and conditions of the relevant industrial instruments that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
 - (vi) All conditions of employment applying to temporary employees under the relevant Health Service Award, other than those specified in this Award, shall apply to Trainees.
 - (vii) A Trainee who fails to complete the Traineeship or who is not offered employment upon the completion of the Traineeship shall not be entitled to any severance payments.
- (b) Full-Time School-Based Traineeships
- (i) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
 - (ii) For the purposes of this Award, a School-Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
 - (iii) School-based trainees are to be paid an amount as detailed in Table 3, School-Based Trainees, of Part B, Monetary Rates.
 - (iv) School-Based Traineeships are part-time and subject to additional conditions.
 - (v) A "school-based Trainee" may be defined as being a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

(c) Part-Time Traineeships

- (i) A Trainee shall be engaged as an employee on a part-time basis by working less than full-time ordinary hours.
- (ii) The salary rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula.

$$\frac{\text{Full-time salary rate (Trainee hours - Average weekly training time)}}{30.4}$$

Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%).

- (iii) "Full-time salary rate" means the appropriate rate as set out in Part B, Monetary Rates.
- (iv) "Trainee hours" shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (v) "Average weekly training time" is based upon the length of the Traineeship specified in the Traineeship Agreement or the Training Contract as follows:

$$\frac{7.6 \times 12}{\text{Length of the Traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time Trainee whose ordinary hours are 38 per week.

Note 2: The parties note that the Traineeship Agreement will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on the job work per week.

- (vi) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time Trainee. All the provisions of this Award shall apply to part-time Trainees except as specified in this clause.
- (vii) A part-time Trainee may, by agreement, transfer from a part-time to a full-time Traineeship position should one become available.
- (viii) The minimum engagement periods specified in the relevant Award shall also be applicable to part-time Trainees.
- (ix) Minimum and maximum hours of work for part-time employees specified in the Relevant Award shall apply to part-time Trainees also. Example of the Calculation for the Salary Rate for a Part-Time Traineeship

Example of the calculation for the salary rate for a part-time traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Relevant Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours' work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\begin{array}{r} \$304.40 \times \quad 15 - 3.8 \\ \quad \quad \quad 30.4 \end{array} = \$112.15 \quad \text{plus any applicable penalty rates under the relevant Award.}$$

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

(d) Other Conditions

For any other conditions of employment see Health Employees Conditions of Employment (State) Award 2018; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2018; and/or Operational Ambulance Officers (State) Award 2018, as varied or replaced from time to time.

7. Salaries

(a)

- (i) The weekly salary payable to Trainees are as provided in Table 1 - Industry/Skill Level A and Table 2 - Industry/Skill Level B, of Part B, Monetary Rates.
- (ii) These salary rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (iii) The salary rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

(b) The weekly salary in this Award recognise the Fair Work Commission's Annual Wage Review Decisions and are paid in settlement of any claim for increases that arise should these National Wage Decisions be adopted for the purposes of this Award under the Industrial Relations Act 1996.

(c) Appendix A - Industry/Skill Levels sets out the industry/skill level of an approved Traineeship. The industry/skill levels contained in Appendix A are prima facie the appropriate levels but are not determinative of the actual skill levels (i.e. Skill Level A, B, or C) that may be contained in a Traineeship Scheme.

The determination of the appropriate skill level for the purpose of determining the appropriate salary rate shall be made by the relevant NSW Training Authority based on the following criteria:

- (i) Any agreement of the parties
- (ii) The nature of the industry
- (iii) The total training plan

- (iv) Recognition that training can be undertaken in stages
- (v) The exit skill level in the relevant Award contemplated by the Traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the Award to seek to have the matters in dispute determined by the Commission.

- (d) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
 - (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (iii) not include any period during a calendar year in which a year of schooling is completed.
- (e) At the conclusion of the Traineeship, this Award ceases to apply to the employment of the Trainee and the relevant industrial instrument shall apply to the former trainee.

8. Grievance and Dispute Procedures

- (a) Where any grievance, question, dispute, or difficulty arises it shall be dealt with as close to its source as possible. Where a matter is not resolved, further attempts to resolve the matter must be made at progressively higher levels of authority.
- (b) Reasonable time limits will be allowed at each level for any necessary discussion, investigation and consideration of the matter. Whilst these procedures are continuing the status quo shall remain and no stoppage of work or any other form of ban or limitation of work shall be applied.
- (c) A grievance of an individual employee should firstly be put to his/her supervisor. At the conclusion of discussions between the employee and the employer, the employer must provide a response to the employee's grievance, and, in the event the matter is not resolved, reasons for not implementing any proposed remedy.
- (d) An employee or employees may be represented by the Union or other appropriate person, and the employer by an industrial organisation, at any stage of these procedures.
- (e) In the event that the matter remains unresolved, the matter may be referred to the Industrial Relations Commission of New South Wales.
- (f) If the question, dispute or difficulty relates to training, the matter may be dealt with under the *Apprenticeship and Traineeship Act 2001* (NSW) as amended from time to time.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

10. Area, Incidence and Duration

- (a) This Award shall apply to all classes of trainees in Appendix A - Industry/Skill Levels.
- (b) This Award shall rescind and replace the Public Hospital Training Wage (State) Award 2018 published 31 May 2019 (384 I.G. 569) and all variations thereof.

- (c) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The rates in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2019.

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A:

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

Classification	Rate from 01/07/2019 Per week \$	Rate from ffppoa 01/07/2019 Per week \$
Trainee - Skill/Industry Level A		
Completed Year 10		
School Leaver (50%)	248.76	254.98
School Leaver (33%)	292.93	300.26
Plus 1 year out of school	352.19	360.99
Plus 2 years out of school	424.35	434.96
Plus 3 years out of school	493.22	505.56
Plus 4 years out of school	572.87	587.20
Plus 5 years or more	655.78	672.18
Completed Year 11		
School Leaver (33%)	313.44	321.28
School Leaver (25%)	352.19	360.99
Plus 1 year out of school	424.35	434.96
Plus 2 years out of school	493.22	505.56
Plus 3 years out of school	572.87	587.20
Plus 4 years out of school	655.78	672.18
Plus 5 years or more	655.78	672.18
Completed Year 12		
School Leaver (33%)	424.35	434.96
Plus 1 year out of school	493.22	505.56
Plus 2 years out of school	572.87	587.20
Plus 3 years out of school	655.78	672.18
Plus 4 years out of school	655.78	672.18
Plus 5 years or more	655.78	672.18

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated salary rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B:

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

Classification	Rate from 01/07/2019 Per week \$	Rate from ffppoa 01/07/2019 Per week \$
Trainee - Skill/Industry Level B		
Completed Year 10		
School Leaver (50%)	248.76	254.98
School Leaver (33%)	292.93	300.26
Plus 1 year out of school	352.19	360.99
Plus 2 years out of school	409.17	419.40
Plus 3 years out of school	471.70	483.50
Plus 4 years out of school	554.63	568.50
Plus 5 years or more	631.10	646.88
Completed Year 11		
School Leaver (33%)	313.44	321.28
School Leaver (25%)	352.19	360.99
Plus 1 year out of school	409.17	419.40
Plus 2 years out of school	471.70	483.50
Plus 3 years out of school	554.63	568.50
Plus 4 years out of school	631.10	646.88
Plus 5 years or more	631.10	646.88
Completed Year 12		
School Leaver (33%)	409.17	419.40
Plus 1 year out of school	471.70	483.50
Plus 2 years out of school	554.63	568.50
Plus 3 years out of school	631.10	646.88
Plus 4 years out of school	631.10	646.88
Plus 5 years or more	631.10	646.88

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated salary rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - School Based Trainees

Classification	Rate from 01/07/2019 Per week \$	Rate from ffppoa 01/07/2019 Per week \$
Trainee- School Based		
Year 11	319.80	327.81
Year 12	352.19	360.99

APPENDIX A

- (i) Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act 2001* (NSW) as amended from time to time.
- (ii) **Industry/Skill Level A**

Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care

Certificate III in Allied Health Assistance

Certificate III in Basic Health Care

Certificate III in Non-Emergency Patient Transport

Certificate III in Ambulance Communications (Call-Taking)

Certificate III in Dental Assisting

Certificate III in Health Services Assistance

Certificate III in Pathology Collection

Certificate III in Pathology Assistance

Certificate III in Dental Laboratory Assisting

Certificate III in Hospital/Health Services Pharmacy Support

Certificate III in Sterilisation Services

Certificate III in Health Support Services

Certificate III in Health Administration

Certificate III in Population Health

Certificate III in Indigenous Environmental Health

Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice)

Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care

Certificate IV in Allied Health Assistance

Certificate IV in Ambulance Communications (Dispatch)

Certificate IV in Audiometry

Certificate IV in Dental Assisting

Certificate IV in Operating Theatre Technical Support

Certificate IV in Cardiac Technology

Certificate IV in Hospital/Health Services Pharmacy Support

Certificate IV in Sterilisation Services

Certificate IV in Health Administration

Certificate IV in Health Supervision

Certificate IV in Population Health

Certificate IV in Indigenous Environmental Health

(iii) Industry/Skill Level B

Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care

Certificate II in Emergency Medical Services First response

Certificate II in Health Support Services

Certificate II in Population Health

Certificate II in Indigenous Environmental Health

P. M. KITE, *Chief Commissioner*

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PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 203356 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Employment
3.	Progression of Medical Physicists
4.	No Extra Claims
5.	Area, Incidence and Duration

PART B

Table 1 - Salary rates for Accredited Medical Physicists
Table 2 -Salary rates for Non-Accredited Medical Physicists

PART C

Transitional Arrangements
Transition Table from Hospital Scientists' Scale to New
Structure

PART A

1. Definitions

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

‘Accredited Medical Physicist’ means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Secretary, Ministry of Health. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology. ‘ACPSEM’ means the Australasian College of Physical Scientists and Engineers in Medicine.

‘Director Medical Physics Specialist’ means a Medical Physics Specialist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 4, with direct supervision of at least two other Medical Physics Specialists (or higher grade) and who meets one of the following criteria:

is responsible for a physics specialty at a site,

is responsible for multiple specialties at a site,

is responsible for a single specialty across multiple sites (including responsibility for Directors of a speciality).

The Director will be appointed at a level dependent on the number of FTE Medical Physics Specialists (or higher grade) under line supervision:

Level 1: 2 to 5

Level 2: >5 to 10

Level 3: >10

‘Medical Physicist’ is a generic description for the purposes of this Award. It refers to all persons employed as a Medical Physics Registrar, and also employed in either capacity of an accredited or non-accredited Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist and Director, Medical Physics Specialist.

‘Medical Physics Registrar’ means a person who is employed and undergoing training, including but not limited to the ‘Training, Education and Accreditation Program’ (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health.

‘Medical Physics Specialist’ means a person with qualifications and clinical experience acceptable to the Secretary, Ministry of Health and ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health, and who is qualified to be employed under this Award as a Medical Physics Specialist.

‘Non-Accredited Medical Physicist’ means a person who is employed as a Medical Physicist but who does not satisfy the definition of an ‘Accredited Medical Physics Specialist’ under this Award. For salary purposes, a non-accredited Medical Physicist is to be translated to the appropriate classification and rate as shown in Table 2, Salary rates for ‘Non-Accredited Medical Physicists’, until such time as they satisfy the accreditation process. The rates for non-accredited Medical Physicists are discounted by 10% at the Medical Physics Specialist level, by 4% at the Senior Medical Physics Specialist level, and by 3% at the Principal Medical Physics Specialist and Director levels.

‘NSW Health Service’ is as defined at Section 115 of the *Health Services Act 1997*.

‘Public Health Organisation’ is as defined at Section 7 of the *Health Services Act 1997*.

‘Senior Medical Physics Specialist’ means a Medical Physics Specialist with 5 years post-accreditation as a Medical Physics Specialist and whose progression has been approved by the progression committee as per the determined criteria.

‘Principal Medical Physics Specialist’ means a Senior Medical Physics Specialist year 4 whose progression to this level has been approved by the progression committee as per the determined criteria.

‘Union’ means the Health Services Union NSW.

2. Conditions of Employment

The Hospital Scientists (State) Award 2018, (the "Conditions Award"), as varied or replaced from time to time, shall apply to all employees covered by this Award, excepting for those conditions expressly contained in this Award.

For the purposes of establishing such conditions, the following classifications in this Award of ‘Medical Physics Registrar’ and ‘Medical Physics Specialist Year 1’ will be afforded the conditions available to the classification of Hospital Scientist in the Conditions Award.

For the purposes of establishing such conditions, the following classifications in this Award of ‘Medical Physics Specialist Year 2 - Year 5’ inclusive, will be afforded the conditions available to the classification of Senior Hospital Scientist in the Conditions Award.

Further, for the purposes of establishing such conditions, the following classifications in this Award of ‘Senior Medical Physics Specialist’ and ‘Director Medical Physics Specialist’ will be afforded the conditions available to the classification of Principal Hospital Scientist in the Conditions Award.

3. Progression of Medical Physicists

Progression Committee. A committee consisting of three Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, shall be constituted to consider and, if appropriate, recommend to the Ministry of Health upon application by the employing public health organisation:

- (i) The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist
- (ii) The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

4. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

5. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The rates in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2019.
- (ii) This Award rescinds and replaces the Public Hospital Medical Physicists (State) Award 2018 published 2 July 2019 (384 I.G. 847) and all variations thereof.
- (iii) This Award shall apply to employees as defined herein employed in public hospitals and local health districts in the State, excluding the County of Yancowinna, within the jurisdiction of the Public Health Employees (State) Industrial Committee.

PART B

Table 1 - Salary Rates for Accredited Medical Physicists

Classification	Rates from 01/07/2019 Per Annum \$	Rates from ffppoa 01/07/2019 Per Annum \$
Accredited Medical Physicists		
Medical Physics Registrar		
Year 1	68,864	70,586
Year 2	76,516	78,429
Year 3	84,172	86,276
Year 4	91,828	94,124
Year 5 and Thereafter	99,466	101,953

Medical Physics Specialist		
Year 1	114,777	117,646
Year 2	130,085	133,337
Year 3	145,378	149,012
Year 4	160,687	164,704
Year 5 and Thereafter	175,983	180,383
Senior Medical Physics Specialist		
Year 1	183,639	188,230
Year 2	191,294	196,076
Year 3	198,948	203,922
Year 4 and Thereafter	206,601	211,766
Principal Medical Physics Specialist		
Year 1 and Thereafter	214,241	219,597
Director Medical Physics Specialist		
Year 1	214,241	219,597
Year 2	224,967	230,591
Year 3 and Thereafter	237,204	243,134

Table 2 - Salary Rates for Non-Accredited Medical Physicists

Classification	Rates from 01/07/2019 Per Annum \$	Rates from ffppoa 01/07/2019 Per Annum \$
Non-Accredited Medical Physicists		
Medical Physics Registrar		
Year 1	68,864	70,586
Year 2	76,516	78,429
Year 3	84,172	86,276
Year 4	91,828	94,124
Year 5 and Thereafter	99,466	101,953
Medical Physics Specialist (-10%) *		
Year 1	103,297	105,881
Year 2	117,076	120,003
Year 3	130,840	134,111
Year 4	144,618	148,234
Year 5 and Thereafter	158,383	162,345
Senior Medical Physics Specialist (-4%) #		
Year 1	176,293	180,701
Year 2	183,641	188,233
Year 3	190,988	195,765
Year 4 and Thereafter	198,335	203,295
Principal Medical Physics Specialist (-3%) ^		
Year 1 and Thereafter	207,813	213,009
Director Medical Physics Specialist (-3%) ^		
Year 1	207,813	213,009
Year 2	218,218	223,673
Year 3 and Thereafter	230,089	235,840
Note:		
* Reduced by 10%		
# Reduced by 4%		
^ Reduced by 3%		

PART C

Transitional Arrangements

- (i) Non-accredited Medical Physicists are to remain on the appropriate non-accredited Medical Physicist classification until such time as they satisfy the accreditation process. In the meantime, they are entitled to 4 hours per week of their normal weekly hours to study for accreditation in which they have enrolled for a period of up to 2 years.
- (ii) Medical Physicists whose accreditation is delayed due to ACPSEM processing of candidates will have their start date for progression backdated to the first exam after the application to correct for this delay and receive payment to meet the loss in earnings due to the said delay.
- (iii) A Medical Physicist currently employed as a Deputy Chief Medical Physicist or Deputy Director of Medical Physics will transfer to Senior Medical Physics Specialist Year 1 or at the level corresponding to their current position, as per Part C Transition Table, whichever is the higher. A Medical Physicist currently in-charge of a specialty and employed on the Principal Hospital Scientist level (job title Chief Medical Physicist or Director of Medical Physics, or similar) will transfer to Director Medical Physics Specialist.
- (iv) It is expected that Medical Physicists who were employed prior to the implementation of this Award as a Senior Hospital Scientist years 6 to 8, and who were directly responsible for an area within a specialty in medical physics, will be promoted to the Senior Medical Physics Specialist Year 1 rate upon submitting a summary of their duties and responsibilities to their employer. It would be expected the summary be supported by the Senior Hospital Scientist's line supervisor. Such promotions should be implemented as soon as possible after the implementation of this Award, but no later than 3 months from that date. In case of disputes, clause 3 (i) applies.
- (v) In the case of Medical Physicists employed prior to this Award as Hospital Scientist Years 1 to 6, such Medical Physicists are to transfer to rates for Medical Physics Registrars as shown in Part C Transition Table. Such Medical Physicists are not Registrars in the context of this Award, and can progress through either the accredited and non-accredited scales according to the appropriate criteria, and their accreditation status.

Transition Table from Hospital Scientists' Scale to New Structure

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

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

P. M. KITE, *Chief Commissioner*

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PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 203482 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

PART A

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.	Dispute Resolution
10.	No Extra Claims
11.	Area, Incidence and Duration

PART B

Table 1 - On-Call Rates

PART A

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 Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.
- (iv) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.
- (v) "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.

- (vi) "Union" means the Health Services Union NSW.

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

Full time Biomedical Engineer employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2018, as varied or replaced from time to time.

Full time Biomedical Engineer employees shall be paid the allowances as set out in Table 1 of Part B - Monetary Rates of this 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 2018, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2018, as varied or replaced from time to time, 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 subclause (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. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply.

10. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

11. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The allowances in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2019.
- (ii) This Award rescinds and replaces the Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award 2018 as published 5 July 2019 (384 IG 712) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s.115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittees.

PART B

Table 1 - On-call Rates

Item No.	Clause No.	Allowance Description	Rate from 01/07/2019 \$	Rate from ffppoa 01/07/2019 \$
1	4	On-Call Allowance (per annum)	8.86	9.08
1	4	Per on-call period (per week)	44.27	45.38

P. M. KITE, *Chief Commissioner*

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**PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF)
CONDITIONS OF EMPLOYMENT (STATE) AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 207709 of 2019)

Before Chief Commissioner Kite

11 July 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Hours
2A.	Multiple Assignments
3.	Roster of Hours
4.	Climatic and isolation allowance
5.	Part-time Employees
6.	Board and Lodging
7.	Relieving Other Members of Staff
8.	Overtime
8A.	On Call - Physiotherapists, Occupational Therapists and Speech Pathologists
8B.	On Call Allowance - Social Workers and Sexual Assault Workers
8C.	Call-Out Allowance - Social Workers and Sexual Assault Workers
9.	Penalty Rates for Shift Work and Weekend Work
10.	Meals
11.	Public Holidays
12.	Annual Leave
13.	Long Service Leave
14.	Sick Leave
15.	Payment and Particulars of Salary
16.	Termination of Employment
17.	Accommodation and Amenities
18.	Inspection of Lockers of Employees
19.	Uniforms and Protective Clothing
20.	Promotions and Appointments
21.	New Positions
22.	Notice Board
23.	Mobility, Excess Fares and Travelling
24.	Disputes
25.	Family and Community Services Leave and Personal/Carer's Leave
25A.	Family Violence Leave
26.	General Conditions
27.	Maternity, Adoption and Parental Leave
27A.	Lactation Breaks

28. Union Representative
29. Blood Count
30. Exemptions
31. Anti-Discrimination
32. Labour Flexibility
33. Salary Packaging
34. Salary Sacrifice to Superannuation
35. Reasonable Hours
36. Induction and Orientation
37. No Extra Claims
38. 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 Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales Government.

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

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

"Union" means the Health Services Union NSW.

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 of a full time employee 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 workers 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.

2A. Multiple Assignments

- (i) Multiple assignments under this Award exist when:
 - a. An employee has more than one position under this Award within the New South Wales Health Service, and
 - b. The same conditions of employment within the Award apply to the positions. Each of these positions is referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) This clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Organisation in the Public Health System

- (iv) The following provisions apply to employees with two or more assignments, that comply with 2A(i), within a single Organisation in the Public Health System:
 - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

Hours, Additional Days Off, and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 2 Hours.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (ie full time) in Clause 2 they will be considered as a full time employee for the purposes of the Award and:
 - 1. that employee is entitled to allocated days off in accordance with Clause 2 Hours, and
 - 2. Clause 8, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause they will be treated in accordance with Part I of Clause 5 Part-Time Employees.

1. All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part I of Clause 5 Part-Time Employees, and
 2. Overtime as prescribed in Clause 8 Overtime (including subclause (xiii)).
- (e) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (g) Where overtime is compensated by way of time off in lieu as set out in clause 8, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

Public Holidays - Rostered Day Off

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under Clause 11, Public Holidays subclause (c). The annual election for the payment arrangements required under Clause 11 (d) will be the same for each of the employee's multiple assignments.

Temporary Employees

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with Clause 3.2 of the Health Industry Status of Employment (State) Award 2018, as varied or replaced from time to time, the 10% loading shall only apply to hours worked in that assignment. While ever this loading is paid, the provisions of subclauses (p), (q) and (s) of this subclause shall not apply to the temporary assignment.

Employees Engaged as Part Time as at 10 February 1992

- (k) Where an employee:
1. has elected to receive the benefits set out in Part II of Clause 5, Part-Time Employees, in relation to an assignment, and
 2. after the date this clause was operative in this Award the employee commences in a second or further permanent part time assignment (as set out in Part I of Clause 5, Part-Time Employees) and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

Part II of Clause 5, Part-Time Employees shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the Award.

- (l) Where an employee:
1. has elected to receive the benefits set out in Part II of Clause 5, Part-Time Employees, in relation to an assignment, and

2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

Part II of Clause 5, Part-Time Employees shall not apply to any of their assignments.

Incremental Progression

- (m) Where an employee has multiple assignments in the same classification and pay rate, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment.
- (n) Where an employee has multiple assignments in the same classification, but different grades and/or pay rates, the employee's service in the higher grade will count for the purposes of incremental progression in the lower grade. However, service in the lower grade shall not count for the purposes of incremental progression in the higher grade.
- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with subclause (ii)(b) of Clause 12, Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under Clause 27, Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

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

6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (w) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
 2. the facility in which the proposed new assignment is to be worked
 3. the classification under which they would be engaged in the new assignment
 4. the number of ordinary hours to be worked in the proposed assignment
 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (x) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (y) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Organisations in the Public Health System

- (v) Multiple Assignments, that meet the criteria in subclause (i) of this Clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are:
- (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.
 - (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under Clause 13 Long Service Leave.
 - (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 27, Maternity, Adoption and Parental Leave.
 - (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal Carer's Leave as provided in Clause 25.
 - (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in Clause 25A.

- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of Clause 8, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisation in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Organisation in the Public Health System.

Changes to the composition of Organisation in the Public Health System

- (vi) The employer and the Association agree to review this clause in the event that the boundaries of any Organisation in the Public Health System change.
- (vii) Where any change to the boundaries of any Organisation in the Public Health System causes an employee's multiple assignments to which subclause (iv) of this clause previously applied to then be subject to subclause (v) of this clause, subclause (iv) of this clause shall continue to apply (to the exclusion of subclause (v) of this clause) to those assignments until one of them is terminated.

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, Bogabri, 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 2 - 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 2.

Part 3 - 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 2 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 2018, as varied or replaced from time to time, 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" as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (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 subclauses (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 2018, as varied or replaced from time to time.
- (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 2018 or under any other Determination, as varied or replaced from time to time.
- (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 9.00 a.m. Saturday and finish on or before 9.00 a.m. Monday should not exceed 12 hours;
- (b) which commence on or after 9.00 a.m. Monday and finish on or before 9.00 a.m. 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 2018 or under any other Determination, as varied or replaced from time to time.
- (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 un-rostered 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 2 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 in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time.

- (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. Provided that an employee who has accrued additional annual leave referred to in paragraphs (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (ii) In addition to those public holidays 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 2, 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 2, 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 2 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 2 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 2 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.
- (c) An employee with accrued additional annual leave pursuant to subclause (b) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
 - (d) 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 Ministry 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 Section 7 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced 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 2, 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 Section 18 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended or replaced 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 2, 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 1 and Part 2 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, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
 - (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to 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 Trafficways 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.

The above standards shall be the minimum to be included in working drawings approved after 1 December 1976 for new hospitals.

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 in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time.

(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 a disagreement about such decision after discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).

(iv)

- (a) The 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 in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time, 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.
- (iv) 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 Secretary 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 Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively with such 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 2018, as varied or replaced from time to time, are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

(i) FACS Leave - General

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

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

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

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

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

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

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

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

- (iv) FACS Leave - entitlement

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

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

whichever method provides the greater entitlement.

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

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

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

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

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

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

- (v) Additional FACS leave for bereavement purposes

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

25A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*, as amended or replaced from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.

- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

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 1987*, as amended from time to time.

(ii) Portability of Service for Paid Maternity Leave

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

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

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a

break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

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

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the

temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

(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*, as amended from time to time.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at any time within the 52 week period and shall be paid:
 - at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in 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 5, Part 2, in this Award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

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

the employee or employee's spouse is pregnant; or

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

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

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

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

27A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

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. 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 subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

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 Policy Directive PD2018_044 Salary Packaging, as amended or replaced 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 Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time.

34. 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 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 (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.

35. Reasonable Hours

- (i) Subject to subclause (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 subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.

- (b) The employee's personal circumstances including any family and carer responsibilities.
- (c) The needs of the workplace or enterprise.
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

36. 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.

37. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

38. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The allowances in the second column in Table 1 of Part B - Monetary rates will apply from the first full pay period on or after (ffppoa) 1 July 2019.
- (ii) This Award rescinds and replaces the Public Hospital Professional and Associated Staff Conditions of Employment (State) Award 2018 published 5 July 2019 (384 I.G. 716) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein in the following so listed Awards, as varied or replaced from time to time, 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 2018

Health Employees Dental Officers (State) Award 2018

Health and Community Employees Psychologists (State) Award 2018

Health Employees Dental Officers (State) Award 2018

Health Employees Dental Prosthetists and Dental Technicians (State) Award 2018

Health Employees Oral Health Therapists (State) Award 2018

NSW Health Service Health Professionals (State) Award 2018, excluding diversional therapists and orthotists/prosthetists

Public Hospital Dental Assistants (State) Award 2018

Public Hospital Library Staff (State) Award 2018

Public Hospital Medical Record Librarians (State) Award 2018

PART B

Table 1 - Rates and Allowances

Item No.	Clause No.	Allowance Description	Rate from 01/07/2019 \$	Rate from ffppoa 01/07/2019 \$
1	4(i)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc. (per week)	3.62	3.67
2	4(ii)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Murray River, etc. (per week)	7.27	7.36
3	10(ii)(a)	Breakfast Allowance* (each)	3.60	30.60
4	10(ii)(b)	Luncheon Allowance* (each)	3.60	30.60
5	10(ii)(c)	Evening Meal Allowance*(each)	3.60	30.60
6	19(i)(c)	Uniform Allowance (Prof. Assoc. Staff) (per week)	1.40	1.42
7	19(i)(d)	Laundry Allowance (Prof. Assoc. Staff) (per week)	2.77	2.81
8	8a(iv)	On call - Physiotherapists, Occupational Therapists (per period)	9.20	9.43
8	8a(iv)	On call - Physiotherapists, Occupational Therapists - (per week)	45.50	46.64

* NB: These allowances are varied in accordance with Treasury Circular TC18-15 Meal, Traveling and other Allowances for 2018-19, as varied or replaced from time to time.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 133632 of 2019)

Before Chief Commissioner Kite

24 July 2019

REVIEWED AWARD

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Salaries and Progression
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Employment Arrangements
7.	Leave Arrangements
8.	Personal/Carer's Leave
9.	Deduction of Union Membership Fees
10.	Grievance and Dispute Resolution Procedures
11.	Anti-Discrimination
12.	No Further Claims
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This Award shall be known as the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2019.

2. Parties

This award is made between the Industrial Relations Secretary, the Health Care Complaints Commission and the Australian Salaried Medical Officers' Federation (New South Wales).

3. Definitions

"Award" means the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2019.

"Department Head" means the Commissioner of the Office of the Health Care Complaints Commission ("HCCC").

"Industrial Relations Secretary" or "Secretary" means the employer for industrial purposes under the *Government Sector Employment Act 2013*.

"Federation" or "union" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Medical Adviser" means and includes all persons employed as a Medical Adviser by the HCCC whether employed on a full time or part time basis.

"Agency" or "Department" means the Office of the Health Care Complaints Commission ("HCCC").

4. Salaries and Progression

- 4.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 1 - Salaries, of Part B, Monetary Rates and are effective from the first full pay period on or after 4 February 2019
- 4.2 The hourly rate is payable for all time worked in accordance with clause 6.
- 4.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 4.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Commissioner.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 5.1 The entitlement to salary package in accordance with this clause is available to:
 - (a) ongoing full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 5.7
- 5.2 For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Salaries and Progression, and outlined in Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 5.3 By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 5.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 5.5 The agreement shall be known as a Salary Packaging Agreement.

- 5.6 Except in accordance with subclause 5.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Agency at the time of signing the Salary Packaging Agreement.
- 5.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 5.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 5.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 5.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 5.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 5.11 Where the employee makes an election to salary package:
- (a) subject to Australian taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 4, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 5.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.

- 5.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

6. Employment Arrangements

- 6.1 A standard day is 7 hours per day.
- 6.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 6.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 6.4 A lunch break of at least 30 minutes must be taken after 5 hours continuous work.
- 6.5 Part-time Work - The provision for part-time work as prescribed by the Agency's Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 6.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to Clause 7 of Part 2, Division 1 of the Government Sector Employment Regulation 2014.
- 6.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.

7. Leave Arrangements

The leave provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time, apply to Medical Advisers covered by this award.

- 7.1 Medical Advisers will be paid for public holidays or leave taken on days specified as their agreed day of work or a day when they are requested to work.
- 7.2 Part-time Medical Advisers accrue recreation leave on a pro rata basis.
- 7.3 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.

8. Personal/Carer's Leave

The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time, shall apply.

9. Deduction of Union Membership Fees

- 9.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 9.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- 9.3 Subject to 9.1 and 9.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer in writing to make such deductions.
- 9.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 9.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 9.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

10. Grievance and Dispute Resolution

- 10.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 10.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 10.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the Medical Adviser 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.
- 10.4 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- 10.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 10.6 The Department Head may refer the matter to the Secretary for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by their union.
- 10.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, union, department and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in clauses 10.1 to 10.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 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.
- 11.3 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.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 11.5 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.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. No Further Claims

- 12.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 12.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

13. Area, Incidence and Duration

- 13.1 This award shall apply to all classifications contained herein.
- 13.2 The employees covered by this award are employed in terms of the *Government Sector Employment Act 2013*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied.

- 13.3 This award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2016 published 21 October 2016 (380 I.G.1013), and all variations thereof.
- 13.4 The changes made to the award pursuant to the Award Review and 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 24 July 2019.
- 13.5 The award remains in force until varied or rescinded the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Medical Adviser	From ffppoa 04/02/2019 2.5% Per hour \$
Level 1	128.06
Level 2	137.52
Level 3	147.01

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 48046 of 2019)

Before Commissioner Webster

6 August 2019

DETERMINATION

Clause No. Subject Matter

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PART 1 - APPLICATION AND OPERATIONB

1. Definitions

1.1 In this Determination:

Act means the *Industrial Relations Act 1996* (NSW);

Additional Amount has the meaning attributed to it in Schedule B;

Carrying Capacity in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry;

Cartage Rate Schedule means a written schedule (which may be an electronic document) identifying:

- (a) the basis of calculation of the Cartage Rates (e.g. per hour, per km or some other basis);
- (b) the amount of remuneration to be paid to the Contract Carrier for the Cartage Work (e.g. \$100 per hour); and
- (c) the timing of the payment of remuneration (e.g. the day of the week on which remuneration will be paid and the pay period).

Cartage Work means work performed under a Contract of Carriage;

Cost Model means the spreadsheet marked as Exhibit 1 in Matter No. 2019/48046;

Class of Vehicle means either a single axle drive prime mover or a bogie axle drive prime mover or, in the case of any other Vehicle, a Vehicle of a particular Carrying Capacity;

Contract of Carriage has the meaning given to that expression by the Act;

Contract Carrier has the meaning given to that expression by the Act;

Delegate means a Union delegate of Contract Carriers based at a terminal and includes a co-delegate;

Determination means this Transport Industry - General Carriers Contract Determination;

Driver means a natural person operating the Contract Carrier's Vehicle who is approved in accordance with clause 11.6;

Finishing Place means:

- (a) the sites or depots where the Contract Carrier is principally engaged (which may be a network of depots within reasonable proximity); or

- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot, save that any agreed or specified Finishing Place must be reasonable in the circumstances;

IRC means the Industrial Relations Commission of New South Wales;

Misconduct means consuming alcohol immediately before, or while undertaking work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor;

Nominated Contract Determination means a determination listed in Schedule G and any successor to those determinations;

Principal Contractor has the meaning given to that expression by the Act;

Regular Contract Carrier means a Contract Carrier who operates under a contract with a Principal Contractor and who is wholly or principally engaged by that Principal Contractor;

Specialised Vehicle means:

- (a) a rigid Vehicle with a tipping body;
- (b) an articulated Vehicle with a tipping trailer;
- (c) a Vehicle combination with a tipping trailer;
- (d) a rigid Vehicle with a tanker;
- (e) an articulated Vehicle with a tanker trailer;
- (f) a Vehicle combination with a tanker trailer;
- (g) a rigid or articulated Vehicle with a premixed concrete agitator;
- (h) a rigid, articulated or combination Vehicle that utilises a forklift or crane that is used to load and/or unload the Vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (i) a Vehicle with a trailer designed for the carrying of motor Vehicles; and
- (j) a Vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float),

save that a Specialised Vehicle does not include a Vehicle listed above if the Vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for;

Starting Place means:

- (a) the sites or depots where the Contract Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or

- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Starting Place must be reasonable in the circumstances;

Union means the Transport Workers' Union of New South Wales; and

Vehicle means a Vehicle used by a Contract Carrier for the purpose of a Contract of Carriage.

Work Distance means the distance necessarily travelled by a Contract Carrier in the course of performing a Contract of Carriage, counted from the moment of departure from the Starting Place to the completion of Cartage Work at the Finishing Place;

Work Time means the time during which a Contract Carrier is necessarily engaged performing a Contract of Carriage. To avoid doubt, Work Time includes all time during which the Contract Carrier is required by the Principal Contractor to be at their disposal and/or at their direction, but excluding time lost because of breakdowns or accidents and the time taken by the Contract Carrier for meal breaks;

2. Application

- 2.1 This Determination applies to all Contracts of Carriage other than Contracts of Carriage:
- (a) which are covered by one of the Nominated Contract Determinations; and/or
 - (b) which are performed using a Specialised Vehicle.
- 2.2 This Determination takes effect on and from 6 August 2019 and shall have a nominal term of 3 years.

3. Savings Clause

No Contract Carrier shall suffer a reduction in their terms and conditions of engagement because of the making of this Determination.

4. Promotion of Determination

- 4.1 Within fourteen days of the commencement of this determination the Principal Contractor shall provide every Contract Carrier it currently engages a copy of this Determination.
- 4.2 The Principal Contractor shall provide every new Contract Carrier it engages after this Determination commences with a copy of this Determination within seven days of the engagement.
- 4.3 A Principal Contractor shall provide every Contract Carrier it engages with a copy of any variation to this Determination within fourteen days of the commencement of the variation.
- 4.4 The obligations in paragraphs 4.1 to 4.3 of this clause may be satisfied by providing an electronic copy of the instrument by email or other electronic means. A Principal Contractor may require, and the Contract Carrier shall provide, a current email address for that purpose.
- 4.5 Notwithstanding the terms of paragraphs 4.1-4.3 a Principal Contractor is not obliged to provide a copy of the documents more than once in any 12 months.
- 4.6 A Principal Contractor shall display a copy of the determination and any variations then in force. at the Principal Contractor's workplace.

PART 2 - OPERATIONAL MATTERS

5. Vehicles

5.1 Supply and Suitability

The Contract Carrier must supply a Vehicle, which must:

- (a) meet the Vehicle specification required by the Principal Contractor; and
- (b) be approved by the Principal Contractor prior to performing Cartage Work.

5.2 Registration

The Contract Carrier must at the Contract Carrier's own expense register their Vehicle.

5.3 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair their Vehicle at their own expense.

5.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Contract Carrier's Vehicle.

5.5 Cease Using Vehicle

- (a) Where a Principal Contractor has a reasonable concern that a Contract Carrier's Vehicle is not, or may not be, roadworthy to perform the Cartage Work, the Principal Contractor may:
 - (i) direct the Contract Carrier to stop using the Vehicle (or any part of it) pending;
 - (A) inspection and/or testing of the Vehicle; and/or
 - (B) where necessary, the carrying out of any repairs and/or maintenance.
- (b) The Principal Contractor must not take any steps under clause 5.5(a) until the Principal Contractor has put its reasonable concern to the Contract Carrier.
- (c) The Contract Carrier will not suffer any loss of remuneration where they are directed to stop using their Vehicle under this clause, and where the inspection and/or testing of the Vehicle proves that the Vehicle was roadworthy to perform the Cartage Work.

5.6 Inspections and Tests

The Contract Carrier must make the Vehicle available for inspection or testing as and when reasonably required by the Principal Contractor.

5.7 Communication and Related Technology

- (a) The Principal Contractor may supply the Contract Carrier with communication and related technology for use in the Contract Carrier's Vehicle.
- (b) Where such communication and/or related technology is supplied by the Principal Contractor:
 - (i) The Principal Contractor must install and maintain the communication and related technology required by the Principal Contractor and the Contract Carrier must operate it efficiently as directed by the Principal Contractor.

- (ii) The Contract Carrier has full responsibility for the safe custody of the communication and related technology.
- (iii) The Contract Carrier must:
 - (A) not add to, alter or modify the communication and related technology;
 - (B) indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction or loss of the communication and related technology;
 - (C) not pledge the credit of the Principal Contractor in respect of, or create any lien upon, the communication and related technology; and
 - (D) not without the prior written consent of the Principal Contractor use the communication and related technology for anything but the Cartage Work.
- (c) The Contract Carrier must stop using the communication and related technology (or any part of it) if the Principal Contractor so directs because in the Principal Contractor's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.
- (d) Immediately upon the ending or termination of any head contract under which the Contract Carrier performs the Cartage Work:
 - (i) the Contract Carrier must return the communication and related technology to the Principal Contractor in good order and condition, save for any fair wear and tear only; and
 - (ii) the Principal Contractor must make good any repairs to the Contract Carrier's Vehicle arising from the removal of the communication and related technology.

5.8 Vehicles

- (a) The Principal Contractor has the right to specify the age and the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.
- (b) If a Principal Contractor reasonably believes that the Vehicle of the Contract Carrier is not suitable for undertaking the required Cartage Work, the Principal Contractor has the right to require an upgrade (which may include the purchase of a new or newer Vehicle) of the Contract Carrier's Vehicle subject to the provision of a period which is reasonable in the circumstances and any such direction to upgrade being set out in writing.
- (c) The Contract Carrier must not replace the Vehicle used to perform Cartage Work without the prior written consent of the Principal Contractor.

5.9 Painting and sign-writing

- (a) Unless otherwise agreed, a Principal Contractor may paint and/or sign-write the Contract Carrier's Vehicle in the Principal Contractor's colours at the Principal Contractor's expense (but not before the Contract Carrier has completed three months continuous Cartage Work for the Principal Contractor).
- (b) In the case of a Contract Carrier ceasing to perform Work for the Principal Contractor, the Principal Contractor must bear the cost of reversing any painting and sign-writing and removing all equipment and signs supplied by the Principal Contractor and make good the affected areas of the Vehicle to the original specification.
- (c) A Principal Contractor must take, and a Contract Carrier must cooperate with, reasonable steps to minimise or avoid the loss of remuneration which would otherwise be suffered by the Contract

Carrier because the Vehicle is being painted and/or sign-written at the request of the Principal Contractor, including by:

- (i) providing the Contract Carrier with an alternative vehicle with which to perform work; and/or
- (ii) by painting or sign-writing the Vehicle during a period in which the driver has previously arranged to take leave; and/or
- (iii) by the Principal Contractor compensating the Contract Carrier for any loss of remuneration suffered.

6. Loading and Delivery

6.1 Report at Starting Place and Time

The Contract Carrier must report available for the Cartage Work with the Vehicle at the Starting Place.

6.2 Checking of Load

After loading the Vehicle and before leaving the loading place, the Contract Carrier must:

- (a) ensure that the load is secured; and
- (b) immediately report to the Principal Contractor if the Contract Carrier believes that the goods do not comply with the specification on the delivery docket or exceeds the maximum legal payload for the Vehicle.

6.3 Delivery

Immediately after checking the load the Contract Carrier must deliver the goods to whatever addresses the Principal Contractor instructs using:

- (a) the route directed by the Principal Contractor; or
- (b) if no such direction is given, using the shortest practicable route.

6.4 Unloading

The Contract Carrier must:

- (a) use every reasonable effort at the delivery site to obtain:
 - (i) directions from the customer concerning the manner and position to unload the goods; and
 - (ii) from the customer the signatures required by the Principal Contractor; and
- (b) unload the goods at the delivery site in the manner and position reasonably directed by the customer.

6.5 Unsafe Unloading

If the unloading of the goods at any delivery site will place the Driver in a position of imminent risk to their health and safety, the Contract Carrier must immediately notify the Principal Contractor prior to unloading the goods and comply with any instructions given by the Principal Contractor concerning the unloading of the goods.

6.6 Return

After completing the deliveries, the Contract Carrier must report to whatever site (if any) the Principal Contractor instructs using the shortest practicable route from the final unloading site.

6.7 Custody

The Contract Carrier shall:

- (a) be responsible for the equipment and gear and for the safe loading of the Vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the Vehicle and/or the container loaded on the Vehicle;
- (b) in the case of pre-loaded Vehicles, be responsible for checking the load for safety and satisfactory method of loading; and
- (c) exercise all reasonable care and diligence in the carriage and safe keeping of the goods in charge.

7. Fatigue Management and Heavy Vehicle Compliance

7.1 Fatigue management and heavy vehicle compliance

Fatigue management and heavy vehicle compliance is principally regulated in NSW by the:

- (a) Heavy Vehicle National Law, and associated regulations;
- (b) *Work Health and Safety Act 2011* (NSW); and
- (c) Transport Industry Mutual Responsibility Contract Determination.

7.2 Taking of Fatigue Breaks

Each Contract Carrier must take fatigue breaks, without payment, as required by law.

8. Uniforms

8.1 Supply of Uniform

If the Driver of the Contract Carrier's Vehicle is required by the Principal Contractor to wear a special uniform when undertaking Cartage Work for the Principal Contractor, the uniform must be supplied by the Principal Contractor at no cost to the Contract Carrier.

8.2 Obligation to wear

Where a uniform is so provided, the Contract Carrier must ensure that it is worn by the Driver at all times while undertaking Cartage Work for the Principal Contractor.

8.3 Property

The uniform remains the property of the Principal Contractor.

8.4 Quantity

The Principal Contractor must provide a sufficient number of uniform articles to enable the Contract Carrier to wear a clean uniform at the start of each Cartage Working day.

8.5 Replacement

An item forming part of the uniform must be replaced by the Principal Contractor when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contract Carrier, the item must be repaired or replaced by the Contract Carrier at the Contract Carrier's cost.

9. Lunch Break

9.1 Entitlement

Each Contract Carrier is entitled to and must take a 30 minute unpaid lunch break on each day Cartage Work is performed for a Principal Contractor for more than 4 hours provided that where it is safe and reasonably practicable to do so, the Contract Carrier must take the lunch break in conjunction with a fatigue break.

9.2 Reporting

A Contract Carrier who ceases Cartage Work for a lunch break in accordance with clause 9.1 must report that fact to the Principal Contractor.

10. Annual Leave

10.1 Entitlement

A Regular Contract Carrier may take four weeks' annual leave without payment.

10.2 When the Entitlement Falls Due

The leave entitlement falls due each year on the anniversary of the commencement date of the first Contract of Carriage between the Contract Carrier and the Principal Contractor.

10.3 Period to Take Leave

Such leave is to be taken by the Contract Carrier within 6 months of the leave falling due (or within such extended time as the Contract Carrier and the Principal Contractor may agree) and at a time mutually convenient to the Contract Carrier and the Principal Contractor.

10.4 Utilisation of Vehicle

To avoid any doubt, and unless otherwise agreed between the parties, during any period of annual leave the Contract Carrier has no obligation to present their Vehicle to the Principal Contractor for Cartage Work.

10.5 Lapse of Entitlement

If the leave is not taken within the time provided for in this clause, the entitlement to the leave will lapse.

PART 3 - RIGHTS AND RESPONSIBILITIES

11. Contract Carrier Obligations

11.1 Core Obligations

The Contract Carrier must perform the Cartage Work and do everything connected with it:

- (a) with due care and skill and in a proper, co-operative and professional manner;
- (b) safely, and in accordance with the Principal Contractor's safety requirements;
- (c) in accordance with the day to day operational directions given by the Principal Contractor;
- (d) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided by the Principal Contractor;
- (e) without jeopardising or damaging the Principal Contractor's business; and
- (f) in compliance with all relevant laws.

11.2 Compliance with Employment Laws

The Contract Carrier must comply with the provisions of any relevant employment law, including but not limited to laws concerning income tax, workers' compensation, superannuation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial tribunal.

11.3 Administration

The Contract Carrier must:

- (a) return to the Principal Contractor all delivery dockets, daily Cartage Work sheets or other records required by the Principal Contractor as and when required;
- (b) maintain up to date and accurate log books as required under any relevant law and/or by the Principal Contractor and make these available for inspection by the Principal Contractor on request;
- (c) ensure that the Driver maintains a system verifying Vehicle maintenance;
- (d) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in subparagraphs (b) and (c) above; and
- (e) ensure that a copy of the records in subparagraphs (b), (c) and (d) are available for inspection at any time for audit purposes.

Notation: Any written material to be provided to the Principal Contractor in accordance with this clause must be appropriate and economical and designed to meet the requirements of this clause.

11.4 Medicals

- (a) The Contract Carrier must ensure that the Driver is at all times medically fit to perform the Cartage Work.
- (b) Where the Principal Contractor has a reasonable concern that the Driver is not medically fit to perform the Cartage Work, the Principal Contractor may require and direct the Driver to:
 - (i) furnish particulars and/or medical evidence affirming the Driver's fitness to undertake Cartage Work; and/or

- (ii) on reasonable terms, attend a medical examination to confirm their fitness (such direction may include the choice of medical practitioner).
- (c) The Principal Contractor must not take any steps under clause 11.4(b) until the Principal Contractor has put its concerns to the Contract Carrier in writing.
- (d) If the Driver attends a medical practitioner directed by the Principal Contractor, the Principal Contractor will pay the medical fees associated with the attendance.
- (e) The Driver will not suffer any loss of remuneration as a result of being directed to attend a medical examination under this clause, unless the medical examination demonstrates that the Driver was not medically fit to perform the Cartage Work.

11.5 Alcohol and Other Drugs Polices and Programs

Where the Principal Contractor has in place a drug and alcohol policy and/or program, applying to its employees and contractors, the Contract Carrier must ensure that the Driver participates in any testing required by the policy and/or program.

11.6 No One Else to Drive Vehicle

The Contract Carrier must:

- (a) only use a Driver who is approved by the Principal Contractor, with such approval not being unreasonably withheld; and
- (b) make sure that no one except the approved Driver drives or otherwise operates the Vehicle for the Cartage Work.

11.7 Valid Driving License and Permits

The Contract Carrier must:

- (a) make sure that the approved Driver is at all times the holder of a current:
 - (i) valid driver's licence appropriately endorsed or issued in respect of their Vehicle; and
 - (ii) valid licence or permit of any other kind needed from time to time to perform the Cartage Work;
- (b) immediately notify the Principal Contractor if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such licence or permit to the Principal Contractor upon request.

12. Principal Contractors' Obligations

The Principal Contractor must:

- (a) arrange whenever practicable for a representative of the Principal Contractor to attend accidents involving substantial load or equipment damage or personal injury;
- (b) advise Contract Carriers as early as possible of urgent or special delivery instructions arranged for particular work or particular goods;
- (c) where goods of a dangerous or hazardous nature are to be carried, notify the Contract Carrier of the nature of such goods and comply with all relevant requirements of the Dangerous Goods (Road and Rail) Act, accompanying Regulations and its related Codes of Practice;

- (d) pay the Contract Carrier any undisputed amount set out in a valid taxation invoice provided by the Contract Carrier, or generated for the Contract Carrier, for the Cartage Work performed, within 30 days of the date of receipt by the Principal Contractor of the invoice;
- (e) wherever the Contract Carrier is or is deemed to be for the purposes of the Workers Compensation Act a worker of the Principal Contractor, take out and maintain at all times a workers' compensation insurance policy in respect of the Contract Carrier;
- (f) comply with any laws affecting the Principal Contractor's Cartage Work including licensing, road transport, fatigue management and work health and safety laws; and
- (g) provide to each Contract Carrier a Cartage Rate Schedule prior to commencing to perform Cartage Work and whenever there is a change to the basis of calculation of the Cartage Rates and/or a change to the Cartage Rates.

13. Termination

- (a) Where a Contract Carrier commits Misconduct or is in breach of this Determination he/she may be terminated summarily by the Principal Contractor. An inquiry, if requested, will be held thereafter within one normal work day by the Principal Contractor, Delegate and, if available, a representative of the union.
- (b) Any other termination shall be on the basis of "last on-first off" for Contract Carriers operating vehicles of a particular class of vehicle.

14. Insurance

14.1 Insurances

Prior to commencing any Cartage Work, the Contract Carrier must obtain, and maintain current at all relevant times, the following insurances at the Contract Carrier's expense:

- (a) comprehensive and third party motor Vehicle insurance covering personal injury and property damage arising from the use of the Contract Carrier's Vehicle or other mobile equipment, including compliance with any statutory requirements, of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence;
- (b) property insurance covering the full replacement value of the Contract Carrier's Vehicle;
- (c) public and products liability insurance written on an occurrence basis covering the legal liability of the Contract Carrier and the Contract Carrier's employees and agents (the "Insureds") to any third parties for bodily injury and/or property damage arising from acts or omissions of the Insureds in the course of, or arising from, the performance of the Cartage Works by the Contract Carrier or on the Contract Carrier's behalf of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

14.2 Endorsements

The Contract Carrier must ensure that, in respect of the insurance policies taken out, they contain clauses, endorsements or stipulations as reasonably required by the Principal Contractor.

14.3 Co-Operation

The Contract Carrier must:

- (a) not do, or omit to do, anything which might vitiate, impair or derogate from the cover under any insurance policy or other cover or which might prejudice any claim under any policy or other cover; and
- (b) fully co-operate with the Principal Contractor in relation to a claim under the insurances.

14.4 Provision of Currency

The Contract Carrier must upon the Principal Contractor's request provide to the Principal Contractor certificates of currency evidencing the existence of the policies required to be effected under this clause and the certificates of currency must, as a minimum, show the insurer's name, policy number and policy expiry date.

14.5 Other Insurances

If the Principal Contractor requires a Contract Carrier to obtain an insurance other than the insurances set out in clause 14.1 or to obtain different levels of insurance cover, the Principal Contractor must reasonably compensate the Contract Carrier for the cost of that insurance.

15. Allocation of Work and Rostering

15.1 Allocation of Cartage Work

A Principal Contractor must allocate Cartage Work to Contract Carriers transparently, reasonably and lawfully.

15.2 Rostering

A Principal Contractor must roster Contract Carriers to perform work (including rostering on, return load and rostering off) transparently, reasonably and lawfully.

16. Fleet Mix Change

16.1 Changing Fleet Mix - Mandatory Consultation

- (a) This clause applies where a Principal Contractor has made a definite decision to make a fleet mix change that is likely to have significant effects on Contract Carriers.
- (b) For a fleet mix change referred to in paragraph 16.1(a):
 - (i) the Principal Contractor must notify the relevant Contract Carriers of the decision to change the fleet mix; and
 - (ii) subclauses (c) to (h) apply.
- (c) The relevant Contract Carriers may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
 - (i) a relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation; and
 - (ii) the Contract Carrier or Contract Carriers advise the Principal Contractor of the identity of the representative;

- (iii) the Principal Contractor must recognise the representative.
- (e) As soon as practicable after making its decision, the Principal Contractor must:
 - (i) discuss with the relevant Contract Carriers:
 - (A) the proposed change to the fleet mix; and
 - (B) the effect the change is likely to have on the Contract Carriers; and
 - (C) measures the Principal Contractor is taking to avert or mitigate the adverse effect of the change on the Contract Carriers; and
 - (ii) for the purposes of the discussion, provide in writing to the relevant Contract Carriers:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Contract Carriers; and
 - (C) any other matters likely to affect the Contract Carriers.
- (f) However, the Principal Contractor is not required to disclose confidential or commercially sensitive information to the relevant Contract Carriers.
- (g) The Principal Contractor must give prompt and genuine consideration to matters raised about the change by the relevant Contract Carriers.
- (h) In this clause, a "fleet mix change" arises:
 - (i) when a Principal Contractor decides to introduce a new transport type into their fleet being one or more of the following transport types:
 - (A) Contract Carriers; or
 - (B) Drivers employed by the Principal Contractor; or
 - (C) third party transport providers;
 - (ii) when a Principal Contractor introduces into their fleet a new Vehicle configuration.

17. Selling of Vehicles

No circumstances shall exist where a Vehicle is sold with Cartage Work.

18. Supervision of Personnel

The Contract Carrier must ensure that each and all of its Drivers:

- (a) performs the Cartage Work and does everything connected with it as is required of the Contract Carrier by this Determination; and
- (b) does not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Determination.

PART 4 - RATES OF REMUNERATION

19. Application of This Part

19.1 This Part applies:

- (a) to all Contracts of Carriage from one place to another place, both of which are within the County of Cumberland; and
- (b) to all Contracts of Carriage for the transportation of goods from one place to another place, where the second place is no more than 50 kilometres from the first place.

19.2 From 1 January 2019 this Part also applies to a Contract of Carriage involving a single journey commencing within the County of Cumberland and finishing within:

- (a) a 50 kilometre radius of the Newcastle GPO; or
- (b) a rectangular area being 50 kilometres North of the Wollongong GPO, 20 kilometres East of the Wollongong GPO, 50 kilometres South of the Wollongong GPO and 20 kilometres West of the Wollongong GPO.

19.3 The extension of the coverage of Part 4 of this Determination provided by clause 19.2 shall be the subject of review by the IRC as soon as reasonably practicable following 1 January 2021.

NOTE: Clause 23 provides for the establishment of working groups of Principal Contractors, registered Associations of employing contractors, and registered Associations of contract drivers and contract carriers for the purpose of providing ongoing monitoring of this Determination, including the impact of the extension of coverage provided by clause 19.2.

20. Rates of Remuneration

20.1 Subject to this clause, a Principal Contractor shall pay to a Contract Carrier:

- (a) the rate of remuneration per kilometre in the Schedules to this Determination applicable to the Contract Carrier's Vehicle for the Work Distance; and
- (b) the rate of remuneration per hour in the Schedules to this Determination applicable to the Contract Carrier's vehicle for the Work Time calculated to the nearest half hour; and
- (c) any additional rate prescribed in the Schedules to this Determination.

20.2 Annual Minimum Guarantee Cartage Rate - Small Trucks

- (a) This subclause applies on and from 1 January 2019, and only to the following classes of vehicle:
 - (i) Rigid - carrying capacity over 2 and including 5 tonnes; and
 - (ii) Rigid - carrying capacity over 5 and including 8 tonnes.
- (b) 50 x 50 Arrangement - Subject to this subclause and subclause (c), if a Principal Contractor makes an agreement in writing with a Contract Carrier for a minimum of 50 hours each week for 50 weeks for a 12 month period, or periods, the Principal Contractor may pay the Contract Carrier 90% of the "Per Hour" rate in Schedule B Table B.1.1 or B.2.1 (whichever is applicable to the Contract Carrier's Vehicle) for each hour that the Contract Carrier performs the Cartage Work during that period.
- (c) Subject to subclause (d), with respect to Contract Carriers engaged as at 31 December 2018, a Principal Contractor may utilise a 50 x 50 Arrangement of the kind described in subclause (b) where the Contract Carrier has been engaged by the Principal Contractor for a minimum of 50

hours each week for 50 weeks in the previous 12 month period (Existing Tied Contract Carrier), notwithstanding that there is no agreement in writing between the Principal Contractor and the Contract Carrier to that effect.

- (d) Where a Principal Contractor that engages an Existing Tied Contract Carrier wishes to utilise a 50 x 50 Arrangement in circumstances described in sub clause (c):
- (i) the Principal Contractor shall advise the Existing Tied Contract Carrier in writing of the Principal Contractor's intention to utilise a 50 x 50 Arrangement. The notice shall include as a minimum:
 - (A) the date from which the Principal Contractor intends to utilise a 50 x 50 Arrangement, which shall be at least 8 weeks prior to its commencement; and
 - (B) the 12 month period, or periods, during which the Principal Contractor will apply those provisions; and
 - (C) advising the Existing Tied Contract Carrier that they have 4 weeks from the receipt of the Principal Contractor's notice to elect not to adopt a 50 x 50 Arrangement. If the Existing Tied Contract Carrier elects not to adopt a 50 x 50 arrangement, which election not to adopt must not be unreasonable, they must give the Principal Contractor a written notice of election to that effect;
 - (ii) within 4 weeks of receiving the Existing Tied Contract Carrier's notice of election, the Principal Contractor must either consent to or refuse the election, but must not unreasonably so refuse; and
 - (iii) if the Principal Contractor consents to the election, a 50 x 50 Arrangement will not apply to the Existing Tied Contract Carrier.
- (e) Nothing in this subclause affects an obligation of a Principal Contractor to pay the per/km rate applicable in Schedule B Tables B.1.1 or B.2.1, or any of the rates in clauses B3, B4, B5 or B6 for the Cartage Work.
- (f) Minimum Earnings Guarantee - Reconciliation: If clause 20.2(b) or (c) applies to a Contract of Carriage and in an 8 week period the Contract Carrier has not worked at least 50 hours each week for whatever reason, then:
- (i) the Principal Contractor must ensure that the Contract Carrier receives an amount of pay (excluding any payment arising from the per/km rates in Schedule B Tables B.1.1 or B.2.1, or from any of the rates in clauses B3, B4, B5 or B6) equivalent to the Minimum Earnings Guarantee.
 - (ii) if there is any shortfall between the amount of pay paid to the Contract Carrier (excluding any payment arising from the per/km rates in Schedule B clauses B.1.1 or B.2.1, or from any of the rates in clauses B3, B4, B5 or B6) and the Minimum Earnings Guarantee, the Principal Contractor must pay the shortfall to the Contract Carrier in the Principal Contractor's next pay cycle.
- (g) Minimum Earnings Guarantee - Calculation: The Minimum Earnings Guarantee is calculated using the following formula:
- (i) (per hour rate from Table B.1.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles less than six years old; or
 - (ii) (per hour rate from Table B.2.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles six or more years old.

(h) "Unavailable Hours" are those hours that the Contract Carrier's Vehicle is unavailable to perform the Cartage Work during the hours the Contract Carrier is required to make their Vehicle available in accordance with clause 20.2(b) above.

(i) Early Termination of 50 x 50 Arrangement:

Where a Principal Contractor decides to terminate a 50 x 50 Arrangement prior to the expiration of the relevant 12 month period the Principal Contractor:

(i) will notify the Contract Carrier in writing of its intention to terminate the 50 x 50 Arrangement. The notice will specify the date upon which the 50 x 50 Arrangement will terminate, which shall be no fewer than 4 weeks after the date of the notice; and
(ii) will pay the Contract Carrier either:

(A) the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week; or

(B) the difference in remuneration between what the Contract Carrier earns for the remainder of the relevant 12 month period (or periods) and what the Contract Carrier would have earned had the 50 x 50 Arrangement, entered into under this Part 4, not been terminated,

whichever is the lesser amount.

NOTE: The 50 x 50 Arrangement takes into account Unavailable Hours.

(j) Termination of Engagement during 50 x 50 Arrangement:

Where a Principal Contractor terminates the engagement of a Contract Carrier to whom a 50 x 50 Arrangement applies, prior to the expiration of the relevant 12 month period (or periods), the Principal Contractor will pay to the Contract Carrier the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week.

However this subclause will not apply in the case of a termination for misconduct (which misconduct will not be limited by clause 1.1), or a termination in circumstances where the Contract Carrier is entitled to the benefits of the Transport Industry - Redundancy (State) Contract Determination.

(k) 50 x 50 Arrangement not a Common Law Contract: For the avoidance of doubt, any arrangement made under this Part will not be construed as being, or forming, part of any common law contract or arrangement, collateral or otherwise, whether written or oral, which may exist between a Principal Contractor and a Contract Carrier with respect to Cartage Work to which this Determination applies.

(l) Early Termination of 50 x 50 Arrangement - Reconciliation: the payment referred to in clause 20.2(i)(ii)(A) or (B) is to be calculated every 8 weeks, or part thereof, for the remainder of the relevant 12 month period (or periods).

20.3 Moratorium on Phasing in of New Rates

(a) In Matter No. 2016/24907 the IRC established a revised structure for the rates of remuneration under this Determination (the rates in Schedule B - New Rates of Remuneration, referred to in this clause as the New Rates).

(b) The rates of remuneration in Schedule F - Old Rates of Remuneration and Schedule D- Old Allowances (the Old Rates) shall continue until 1 January 2019.

20.4 Application of Part 4 to New Geographical Coverage

- (a) In Matter No. 2016/24907 the IRC extended the application of Part 4 of the Determination to Cartage Work not previously covered by the Determination as provided in cl 19.2 above.
- (b) From the first full pay period commencing on or after 1 January 2019 the rates in Schedule B - New Rates of Remuneration shall apply to the Cartage Work referred to in clause 19.2. The phasing in scheme described in cl 20.5 does not apply to Cartage Work described in subclause 19.2.

20.5 Transitional Phasing in of New Rates

New Rate leads to increase from Old Rate

- (a) If a rate in the New Rates is higher than the equivalent rate in the Old Rates, the New Rates will be phased in as follows:
 - (i) from the first full pay period commencing on or after 1 January 2019, the rate in the Old Rates and 20% of the Increase in the Rate of Remuneration apply;
 - (ii) from the first full pay period commencing on or after 1 December 2019, the rate in the Old Rates and 40% of the Increase in the Rate of Remuneration apply;
 - (iii) from the first full pay period commencing on or after 1 December 2020, the rate in the Old Rates and 60% of the Increase in the Rate of Remuneration apply;
 - (iv) from the first full pay period commencing on or after 1 June 2022, the rate in the Old Rates and 80% of the Increase in the Rate of Remuneration apply; and
 - (v) from the first full pay period commencing on or after 1 June 2023, the New Rates apply.
- (b) For the purpose of subclause 20.5(a) the phrase "Increase in the Rate of Remuneration" means the difference between a rate of remuneration in the Old Rates and a rate of remuneration in the New Rates.

New Rate leads to decrease from Old Rate

- (c) If a rate in the New Rates is lower than the equivalent rate in the Old Rates, the New Rates will be phased in as follows:
 - (i) from the first full pay period commencing on or after 1 January 2019, the rate in the Old Rates less 20% of the Decrease in the Rate of Remuneration apply;
 - (ii) from the first full pay period commencing on or after 1 December 2019, the rate in the Old Rates less 40% of the Decrease in the Rate of Remuneration apply;
 - (iii) from the first full pay period commencing on or after 1 December 2020, the rate in the Old Rates less 60% of the Decrease in the Rate of Remuneration apply;
 - (iv) from the first full pay period commencing on or after 1 June 2022, the rate in the Old Rates less 80% of the Decrease in the Rate of Remuneration apply; and
 - (v) from the first full pay period commencing on or after 1 June 2023, the New Rates apply.
- (d) For the purpose of subclause 20.5(c) the phrase "Decrease in the Rate of Remuneration" is the difference between a rate of remuneration in the New Rates and a rate of remuneration in the Old Rates.

- (e) The transitional rates of remuneration calculated in accordance with this clause are contained within Schedule A of this Determination.

20.6 Introduction of Rates to new classes of Contracts of Carriage

- (a) In Matter No. 2016/24907 the IRC extended the application of Part 4 of the Determination to Cartage Work not previously covered by the Determination, including:
 - (i) transportation of goods requiring refrigeration transport in refrigerated vehicles; and
 - (ii) transportation of cash transported in non-armoured vehicles; and
 - (iii) removal of furniture and effects from a place of residence to another place of residence or storage; and
 - (iv) transport of goods in the private pathology industry (where the Principal Contractor is principally engaged in the private pathology industry and the Contracts of Carriage are by rigid vehicles of less than 2 tonnes).
- (b) Part 4 of the Determination shall not apply to the Cartage Work in subclauses 20.6(a)(i) to (iv) until the first full pay period commencing on or after 1 January 2019.
- (c) From the first full pay period commencing on or after 1 January 2019 the rates in Schedule B - New Rates of Remuneration shall apply. The phasing in scheme described in cl 20.5 does not apply to Cartage Work in subclauses 20.6(a)(i) to (iv).

20.7 The Old Rates and the New Rates will be varied in accordance with the procedure set out in Schedule E. For variations made prior to 1 January 2019, or during the transitional phasing in of the New Rates provided for by clause 20.5, the Old Rates and New Rates shall each be varied concurrently and in the same proportion or amount as the case may be.

21. Alternative Remuneration Arrangements

- 21.1 Despite clause 20, a Principal Contractor may pay a Contract Carrier based on a system or method of remuneration different to that required by clause 20 (an Alternative Remuneration Arrangement), provided that the Contract Carrier receives, over a sixty-day period, no less than the pay they would otherwise have received had they been paid in accordance with clause 20.1 for that period.
- 21.2 An Alternative Remuneration Arrangement must be in writing and:
 - (a) be signed by the Contract Carrier and the Principal Contractor; and
 - (b) identify the start date of the Alternative Remuneration Arrangement; and
 - (c) require the Principal Contractor to undertake an assessment of the amount received by the Contract Carrier under the Alternative Remuneration Arrangement every sixty-days from the identified start date to ensure the Alternative Remuneration Arrangement complies with clause 21.1.
- 21.3 Where the amount paid to a Contract Carrier under an Alternative Remuneration Arrangement in a sixty-day period is less than the pay they would have received had they been paid in accordance with clause 20 for that period, the Principal Contractor shall pay an amount (the Top Up Amount) to the Contract Carrier to make up that difference.
- 21.4 The Top Up Amount is to be paid within the next pay cycle.

22. Mass Management

- 22.1 If the Principal Contractor so directs, the Contract Carrier must do all things required and necessary to be accredited and remain accredited under:
- (a) the Principal Contractor's accredited NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management (or any scheme replacing this); or
 - (b) a NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management of the Contract Carrier.
- 22.2 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from becoming accredited or at their election pay the lump sum allowance set out in clause B.4.2 of Schedule B to set up for the NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.3 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from maintaining accreditation or at their election pay the allowance set out in clause B.4.3 of Schedule B per hour to cover costs associated with maintaining that NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.4 To avoid any doubt clause 22.2 and/or 22.3 shall not apply if the Contract Carrier has made their own decision to become and work under an accredited NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.

23. Coverage Review

- 23.1 The Principal Contractors, registered Associations of employing contractors, and registered Associations of contract drivers and contract carriers who were parties to IRC Matter No 2016/24907 shall form a working group that shall meet every 6 months between 15 April 2017 and 1 January 2019, for the purpose of providing ongoing monitoring of this Determination, including the impact of the extension of coverage provided by cl 19.2.
- 23.2 As soon as reasonably practicable after each meeting of the Parties referred to in clause 23.1 above, the Union will write to the Industrial Registrar and request that Matter No 2016/24907 be relisted for Report Back in order that the parties may inform the Commission as to the impact of the extension of coverage provided by clause 19.2.
- 23.3 As soon as reasonably practicable after 1 January 2019, the Union will write to the Industrial Registrar and request that Matter No 2016/24907 be relisted in order for the Commission to consider the impact of the Determination following its review in IRC Matter No 2016/24907, including in relation to the extension of coverage provided by clause 19.2.

24. Three Yearly Cost Reconciliation Review

24.1 Reconciliation

Subject to an application being made to apply the Three Yearly True Cost reconciliation Review Process, the price entries in the "Price Table" and the table "Trailers" of the Key Data Variables sheet contained in the Cost Model should be updated using sourcing that are relevant to and reflect the cartage work being performed and such prices should reflect the lowest price available from a reputable vendor which is accessible to Contract Carriers in the open market.

24.2 New Rates

The new cartage rates shall be the rates ascertained from the Schedule B Rates worksheet contained in the Cost Model having made the change set out in Schedule B.3.1 below.

24.3 Operative Date

Any new rates shall be operative from such date as is determined by the Commission having regard to the need to inform Principal Contractors and Contract Carriers of any change.

25. Tolls & Charges

(THIS CLAUSE IS LEFT BLANK INTENTIONALLY)

PART 5 - MISCELLANEOUS

26. Disputes Procedure

26.1 Application of Procedure

Any dispute that arises between a Contract Carrier and a Principal Contractor must be dealt with in accordance with this clause.

26.2 Appointment of Representative

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

26.3 Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

26.4 Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

26.5 Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (a) a Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (b) a Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:
 - (i) the Cartage Work is not safe; or
 - (ii) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or
 - (iii) the Cartage Work is not appropriate for the Contract Carrier to perform; or
 - (iv) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

27. Union Delegates

27.1 Appointment

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

27.2 Opportunity to Meet

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of the Principal Contractor and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

27.3 Use of Notice Board

Accredited Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

28. Record Keeping

28.1 Obligations

The Principal Contractor must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (a) any Cartage Rate Schedule;
- (b) start and finish times;
- (c) hours worked per day;
- (d) kilometres travelled per day;
- (e) Starting Place and Finishing Place;
- (f) remuneration paid; and
- (g) a copy of any written contract entered into with the Contract Carrier; and
- (h) all trip schedules and driver rosters; and
- (i) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers; and
- (j) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by the Principal Contractor; and
- (k) all breaches of fatigue management laws investigated by the Principal Contractor, the outcome and any remedial action taken.

28.2 Maintenance of Records

The Principal Contractor must maintain all the records arising from clause 28.1 for a period of seven years.

28.3 Contract Carrier to Assist

- (a) A Contract Carrier must do all things reasonably directed by the Principal Contractor to gather and record the information referred to in clause 28.1.
- (b) A Principal Contractor must not be liable for breach of this clause 28 because of the failure of a Contract Carrier to comply with clause (a).

29. Leave Reserved

- (a) Leave is reserved to any party to this Determination to make application to the IRC to vary this Determination so as to provide for toll charges.

- (b) Leave is reserved to any party to this Determination to apply to vary the Determination in respect of rates of remuneration and related matters.
- (c) Leave is reserved to any party covered by this Determination to make an application to vary the conditions or rates of pay for "Long Distance Work" within the meaning of clause 13 of the Transport Industry (State) Award (Serial C7740).
- (d) Leave is reserved to any party covered by this Determination to apply to vary the application of this Determination in respect of the transport of pre-fabricated construction materials to and from construction sites.

SCHEDULE A - TRANSITIONAL RATES OF REMUNERATION

NOTE: The rates of remuneration in this Schedule apply in full to all Contracts of Carriage covered by this Determination other than:

- (a) the new classes of Contract of Carriage as defined in clause 20.6 (a), including Contracts of Carriage for:
 - (i) transportation of goods requiring refrigeration transport in refrigerated vehicles;
 - (ii) transportation of cash transported in non-armoured vehicles;
 - (iii) removal of furniture and effects from a place of residence to another place of residence or storage; and
 - (iv) transport of goods in the private pathology industry (where the Principal Contractor is principally engaged in the private pathology industry and the Contracts of Carriage are by rigid vehicles of less than 2 tonnes),
- (b) Contract of Carriage involving a single journey commencing within the County of Cumberland and finishing within:
 - (i) a 50 kilometre radius of the Newcastle GPO; or
 - (ii) a rectangular area being 50 kilometres North of the Wollongong GPO, 20 kilometres East of the Wollongong GPO, 50 kilometres South of the Wollongong GPO and 20 kilometres West of the Wollongong GPO,

and

- (c) Contracts of Carriage performed in or in connection with Container Depots and Waterfront areas.

A.1 Hourly and kilometre rates

A.1.1 Where the Commonwealth Government's fuel tax credit subsidy is applicable

From the first full pay period commencing on or after 1 August 2019:

Rigid Vehicles Carrying Capacity	Vehicle Age							
	< 1 year Old		1 - 3 Years		3-6 years		6 years+	
	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)
Over 2 to 5 Tonnes	\$39.64	\$0.4134	\$35.88	\$0.4396	\$30.53	\$0.4382	\$29.89	\$0.4517

Over 5 to 8 Tonnes	\$46.33	\$0.5588	\$40.98	\$0.5611	\$33.31	\$0.5589	\$32.38	\$0.5744
Over 8 to 10 Tonnes	\$53.59	\$0.6906	\$46.53	\$0.6976	\$41.11	\$0.6954	\$39.56	\$0.7093
Over 10 to 12 Tonnes	\$67.88	\$0.9459	\$56.15	\$0.9363	\$47.78	\$0.9343	\$46.92	\$0.9492
Over 12 to 14 Tonnes	\$84.55	\$1.1662	\$67.41	\$1.1658	\$55.39	\$1.1633	\$54.41	\$1.1771
Over 14 Tonnes +	\$93.50	\$1.3882	\$73.78	\$1.3768	\$59.21	\$1.3741	\$57.78	\$1.3888
Single Axle Prime Mover	\$71.49	\$1.2698	\$59.12	\$1.2752	\$50.55	\$1.2713	\$48.37	\$1.2816
Bogie Axle Prime Mover	\$96.91	\$1.4686	\$76.60	\$1.4676	\$61.57	\$1.4639	\$59.21	\$1.4748

From the first full pay period commencing on or after 1 December 2019:

Rigid Vehicles Carrying Capacity	Vehicle Age							
	< 1 year Old		1 - 3 Years		3-6 years		6 years+	
	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)
Over 2 to 5 Tonnes	\$41.60	\$0.3906	\$38.72	\$0.4111	\$34.62	\$0.4086	\$33.32	\$0.4361
Over 5 to 8 Tonnes	\$48.29	\$0.5130	\$44.11	\$0.5148	\$38.24	\$0.5113	\$36.35	\$0.5427
Over 8 to 10 Tonnes	\$55.50	\$0.6421	\$49.93	\$0.6476	\$45.79	\$0.6440	\$42.63	\$0.672
Over 10 to 12 Tonnes	\$66.98	\$0.8496	\$57.59	\$0.8421	\$51.19	\$0.8383	\$49.45	\$0.8687
Over 12 to 14 Tonnes	\$80.13	\$1.0203	\$66.34	\$1.0199	\$57.15	\$1.0152	\$55.15	\$1.043
Over 14 Tonnes +	\$87.94	\$1.2188	\$72.06	\$1.2099	\$60.92	\$1.2047	\$58.00	\$1.2347
Single Axle Prime Mover	\$70.99	\$1.1216	\$61.09	\$1.1258	\$54.54	\$1.1192	\$50.12	\$1.1400
Bogie Axle Prime Mover	\$92.08	\$1.3061	\$75.72	\$1.3053	\$64.23	\$1.2988	\$59.43	\$1.3207

From the first full pay period commencing on or after 1 March 2020:

Rigid Vehicles Carrying Capacity	Vehicle Age							
	< 1 year Old		1 - 3 Years		3-6 years		6 years+	
	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)
Over 2 to 5 Tonnes	\$42.47	\$0.4062	\$39.53	\$0.4275	\$35.36	\$0.4236	\$34.03	\$0.4516
Over 5 to 8 Tonnes	\$49.29	\$0.5335	\$45.02	\$0.5354	\$39.04	\$0.5300	\$37.11	\$0.5621
Over 8 to 10 Tonnes	\$56.63	\$0.6692	\$50.95	\$0.6749	\$46.73	\$0.6695	\$43.52	\$0.6982
Over 10 to 12 Tonnes	\$68.34	\$0.8838	\$58.77	\$0.8760	\$52.24	\$0.8699	\$50.47	\$0.9009

Over 12 to 14 Tonnes	\$81.76	\$1.0617	\$67.69	\$1.0614	\$58.32	\$1.0539	\$56.29	\$1.0826
Over 14 Tonnes +	\$89.72	\$1.2697	\$73.51	\$1.2604	\$62.16	\$1.2522	\$59.19	\$1.2827
Single Axle Prime Mover	\$72.43	\$1.1716	\$62.32	\$1.1760	\$55.67	\$1.1658	\$51.16	\$1.1867
Bogie Axle Prime Mover	\$93.93	\$1.3639	\$77.24	\$1.3631	\$65.54	\$1.3528	\$60.66	\$1.3747

A.1.2 Where the Commonwealth Government's fuel tax credit subsidy does not apply

From the first full pay period commencing on or after 1 August 2019:

Rigid Vehicles Carrying Capacity	Vehicle Age							
	< 1 year Old		1 - 3 Years		3-6 years		6 years+	
	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)
Over 2 to 5 Tonnes	\$39.64	46.1016	\$35.85	46.1684	\$30.54	46.0182	\$29.90	47.3674
Over 5 to 8 Tonnes	\$46.33	58.5289	\$40.94	58.9046	\$33.31	55.8838	\$32.38	57.4267
Over 8 to 10 Tonnes	\$53.59	71.8988	\$46.49	73.0119	\$41.11	69.6496	\$39.56	71.0336
Over 10 to 12 Tonnes	\$67.88	99.2534	\$56.09	97.4998	\$47.78	93.8082	\$46.92	95.3001
Over 12 to 14 Tonnes	\$84.55	122.1773	\$67.32	122.3611	\$55.39	116.3672	\$54.41	117.7511
Over 14 Tonnes +	\$93.50	145.9626	\$73.69	144.1508	\$59.21	137.6625	\$57.78	139.1320
Single Axle Prime Mover	\$71.49	133.1990	\$59.05	134.0382	\$50.55	127.1340	\$48.37	128.1687
Bogie Axle Prime Mover	\$96.91	153.9652	\$76.51	153.8142	\$61.57	146.5618	\$59.21	147.6492

From the first full pay period commencing on or after 1 December 2019:

Rigid Vehicles Carrying Capacity	Vehicle Age							
	< 1 year Old		1 - 3 Years		3-6 years		6 years+	
	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)
Over 2 to 5 Tonnes	\$41.60	42.7857	\$38.69	42.8379	\$34.63	42.5766	\$33.33	45.3256
Over 5 to 8 Tonnes	\$48.29	53.3700	\$44.08	53.6635	\$38.24	51.1244	\$36.35	54.2679
Over 8 to 10 Tonnes	\$55.50	66.4272	\$49.89	67.2989	\$45.79	64.4875	\$42.63	67.3072
Over 10 to 12 Tonnes	\$66.98	88.6038	\$57.55	87.2334	\$51.19	84.1259	\$49.45	87.1657
Over 12 to 14 Tonnes	\$80.13	106.3687	\$66.28	106.512	\$57.15	101.553	\$55.15	104.373

Over 14 Tonnes +	\$87.94	127.4671	\$71.98	126.0489	\$60.92	120.6689	\$58.00	123.6630
Single Axle Prime Mover	\$70.99	117.0432	\$61.04	117.7019	\$54.54	111.9297	\$50.12	114.0111
Bogie Axle Prime Mover	\$92.08	136.1877	\$75.65	136.069	\$64.23	130.014	\$59.43	132.197

From the first full pay period commencing on or after 1 March 2020:

Rigid Vehicles Carrying Capacity	Vehicle Age							
	< 1 year Old		1 - 3 Years		3-6 years		6 years+	
	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)	Hourly Standing Rate	Running Rate (c/km)
Over 2 to 5 Tonnes	\$42.47	44.4927	\$39.50	44.5470	\$35.36	44.1371	\$34.04	46.9366
Over 5 to 8 Tonnes	\$49.29	55.5050	\$44.99	55.8102	\$39.04	52.9975	\$37.11	56.1988
Over 8 to 10 Tonnes	\$56.63	69.2337	\$50.91	70.1422	\$46.73	67.0411	\$43.52	69.9126
Over 10 to 12 Tonnes	\$68.34	92.1717	\$58.72	90.7461	\$52.24	87.2999	\$50.47	90.3955
Over 12 to 14 Tonnes	\$81.76	110.6921	\$67.62	110.8416	\$58.32	105.4193	\$56.29	108.2907
Over 14 Tonnes +	\$89.72	132.7944 4	\$73.44	131.3170 0	\$62.16	125.4232 2	\$59.19	128.472 3
Single Axle Prime Mover	\$72.43	122.2614	\$62.27	122.9495	\$55.67	116.5832	\$51.16	118.6767
Bogie Axle Prime Mover	\$93.93	142.2109	\$77.17	142.0872	\$65.54	135.4172	\$60.66	137.6087

SCHEDULE B - NEW RATES OF REMUNERATION

NOTE: The rates of remuneration in this Schedule apply in full to:

- (a) the new classes of Contract of Carriage as defined in clause 20.6 (a), including Contracts of Carriage for:
 - (i) transportation of goods requiring refrigeration transport in refrigerated vehicles;
 - (ii) transportation of cash transported in non-armoured vehicles;
 - (iii) removal of furniture and effects from a place of residence to another place of residence or storage; and
 - (iv) transport of goods in the private pathology industry (where the Principal Contractor is principally engaged in the private pathology industry and the Contracts of Carriage are by rigid vehicles of less than 2 tonnes),

and

- (b) Contract of Carriage involving a single journey commencing within the County of Cumberland and finishing within:
 - (i) a 50 kilometre radius of the Newcastle GPO; or

- (ii) a rectangular area being 50 kilometres North of the Wollongong GPO, 20 kilometres East of the Wollongong GPO, 50 kilometres South of the Wollongong GPO and 20 kilometres West of the Wollongong GPO,

The rates of remuneration in this Schedule are also used for the purposes of calculating the transitional rates in Schedule A and Schedule C.

B.1 Hourly and kilometre rates-new vehicles

B.1.1 A contract carrier performing work using a vehicle which is less than six years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, nearest kilometre and nearest cent). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	43.97	0.26	0.11	0.15
Rigid-carrying capacity over 5 and including 8 tonnes	49.88	0.29	0.12	0.17
Rigid-carrying capacity over 8 and including 10 tonnes	56.03	0.39	0.13	0.25
Rigid-carrying capacity over 10 and including 12 tonnes	57.23	0.42	0.17	0.25
Rigid-carrying capacity over 12 and including 14 tonnes	57.76	0.42	0.16	0.25
Rigid-carrying capacity over 14 tonnes or more	61.06	0.51	0.18	0.32
Single Axle Prime Mover	62.04	0.48	0.13	0.34
Bogie Axle Prime Mover	66.98	0.59	0.17	0.42

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of the running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	44.92	0.27	0.11	0.16
Rigid-carrying capacity 5 and including 8 tonnes	50.93	0.31	0.12	0.18
Rigid-carrying capacity over 8 and including 10 tonnes	57.20	0.40	0.14	0.27

Rigid-carrying capacity over 10 and including 12 tonnes	58.42	0.44	0.17	0.27
Rigid-carrying capacity over 12 and including 14 tonnes	58.96	0.43	0.17	0.27
Rigid-carrying capacity over 14 tonnes or more	62.31	0.53	0.19	0.34
Single Axle Prime Mover	63.32	0.50	0.14	0.36
Bogie Axle Prime Mover	68.35	0.61	0.17	0.44

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of the running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	\$45.86	\$0.28	\$0.11	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$51.98	\$0.32	\$0.12	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$58.37	\$0.42	\$0.14	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$59.61	\$0.46	\$0.18	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$60.16	\$0.45	\$0.17	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$63.57	\$0.55	\$0.19	\$0.36
Single Axle Prime Mover	\$64.61	\$0.52	\$0.14	\$0.38
Bogie Axle Prime Mover	\$69.72	\$0.64	\$0.18	\$0.46

B.2 Hourly and kilometre rates - not new vehicles

B.2.1 A contract carrier performing work using a vehicle which is six or more years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, and nearest kilometre). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Per Hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of the running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	40.77	0.33	0.17	0.15
Rigid-carrying capacity over 5 and including 8 tonnes	45.23	0.37	0.20	0.17

Rigid-carrying capacity over 8 and including 10 tonnes	48.27	0.46	0.20	0.25
Rigid-carrying capacity over 10 and including 12 tonnes	52.96	0.50	0.25	0.25
Rigid-carrying capacity over 12 and including 14 tonnes	52.86	0.49	0.23	0.25
Rigid-carrying capacity over 14 tonnes or more	53.88	0.58	0.26	0.32
Single Axle Prime Mover	51.17	0.53	0.20	0.33
Bogie Axle Prime Mover	55.19	0.64	0.25	0.40

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Per Hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of the running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	41.66	0.34	0.18	0.16
Rigid-carrying capacity over 5 and including 8 tonnes	46.19	0.38	0.20	0.18
Rigid-carrying capacity over 8 and including 10 tonnes	49.30	0.48	0.21	0.27
Rigid-carrying capacity over 10 and including 12 tonnes	54.08	0.52	0.25	0.27
Rigid-carrying capacity over 12 and including 14 tonnes	53.97	0.50	0.24	0.27
Rigid-carrying capacity over 14 tonnes or more	55.01	0.60	0.26	0.34
Single Axle Prime Mover	52.26	0.55	0.21	0.34
Bogie Axle Prime Mover	56.35	0.67	0.25	0.42

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running Rate for the purposes of Schedule E (\$/km)	Per km fuel component of the running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	\$42.55	\$0.35	\$0.18	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$47.16	\$0.40	\$0.20	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$50.33	\$0.49	\$0.21	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$55.19	\$0.54	\$0.25	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$55.08	\$0.52	\$0.24	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$56.15	\$0.63	\$0.27	\$0.36

Single Axle Prime Mover	\$53.35	\$0.57	\$0.21	\$0.36
Bogie Axle Prime Mover	\$57.51	\$0.70	\$0.26	\$0.44

B.3 Trailer allowances

B.3.1 A Contract Carrier who in order to perform a contract of carriage is required by the Principal Contractor to supply and tow a trailer of the kind described in the Trailer Type column below must be paid the following amounts (rounded up to the nearest half hour, and nearest kilometre):

From the first full pay period commencing on or after 1 August 2019:

Trailer Type	Per Hour (\$)	Per kilometre (\$/km)
Semi-trailer	7.35	0.1436
B-Double lead trailer	6.65	0.1436
Refrigerated trailer	11.18	0.1436

From the first full pay period commencing on or after 1 December 2019:

Trailer Type	Per Hour (\$)	Per kilometre (\$/km)
Semi-trailer	7.48	0.1463
B-Double lead trailer	6.78	0.1463
Refrigerated trailer	11.38	0.1463

From the first full pay period commencing on or after 1 March 2020:

Trailer Type	Per Hour (\$)	Per kilometre (\$/km)
Semi-trailer	\$7.60	\$0.1490
B-Double lead trailer	\$6.90	\$0.1490
Refrigerated trailer	\$11.58	\$0.1490

B.4 NHVR Training and Accreditation

B.4.1 NHVR Training and Accreditation System Set Up

B.4.2 The lump sum allowance referred to in clause 22.2 is:

- (a) from the first full pay period commencing on or after 1 August 2019: \$6,649.01;
- (b) from the first full pay period commencing on or after 1 December 2019: \$6,748.03; and
- (c) from the first full pay period commencing on or after 1 March 2020: \$6,847.04.

B.4.3 The allowance referred to in clause 22.3 is (rounded up to the nearest half hour):

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.40
Single Axle Prime Mover	0.40
Rigid-carrying capacity over 14 tonnes or more	0.40
Rigid-carrying capacity over 12 and including 14 tonnes	0.40
Rigid-carrying capacity over 10 and including 12 tonnes	0.40
Rigid-carrying capacity over 8 and including 10 tonnes	0.40
Rigid-carrying capacity over 5 and including 8 tonnes	0.40

Rigid-carrying capacity over 2 and including 5 tonnes	0.40
Rigid-carrying capacity less than 2 tonnes	

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.41
Single Axle Prime Mover	0.41
Rigid-carrying capacity over 14 tonnes or more	0.41
Rigid-carrying capacity over 12 and including 14 tonnes	0.41
Rigid-carrying capacity over 10 and including 12 tonnes	0.41
Rigid-carrying capacity over 8 and including 10 tonnes	0.41
Rigid-carrying capacity over 5 and including 8 tonnes	0.41
Rigid-carrying capacity over 2 and including 5 tonnes	0.41
Rigid-carrying capacity less than 2 tonnes	

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.41
Single Axle Prime Mover	0.41
Rigid-carrying capacity over 14 tonnes or more	0.41
Rigid-carrying capacity over 12 and including 14 tonnes	0.41
Rigid-carrying capacity over 10 and including 12 tonnes	0.41
Rigid-carrying capacity over 8 and including 10 tonnes	0.41
Rigid-carrying capacity over 5 and including 8 tonnes	0.41
Rigid-carrying capacity over 2 and including 5 tonnes	0.41
Rigid-carrying capacity less than 2 tonnes	

B.5 Blue Card

B.5.1 A Contract Carrier who in order to perform a Contract of Carriage is required to obtain a blue card (or equivalent), after this Determination has come into operation, shall be paid the following amounts (rounded up to the nearest half hour):

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.04
Single Axle Prime Mover	0.04
Rigid-carrying capacity over 14 tonnes or more	0.04
Rigid-carrying capacity over 12 and including 14 tonnes	0.04
Rigid-carrying capacity over 10 and including 12 tonnes	0.04
Rigid-carrying capacity over 8 and including 10 tonnes	0.04
Rigid-carrying capacity over 5 and including 8 tonnes	0.04
Rigid-carrying capacity over 2 and including 5 tonnes	0.04
Rigid-carrying capacity less than 2 tonnes	

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.04
Single Axle Prime Mover	0.04
Rigid-carrying capacity over 14 tonnes or more	0.04
Rigid-carrying capacity over 12 and including 14 tonnes	0.04
Rigid-carrying capacity over 10 and including 12 tonnes	0.04
Rigid-carrying capacity over 8 and including 10 tonnes	0.04
Rigid-carrying capacity over 5 and including 8 tonnes	0.04
Rigid-carrying capacity over 2 and including 5 tonnes	0.04
Rigid-carrying capacity less than 2 tonnes	

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.04
Single Axle Prime Mover	0.04
Rigid-carrying capacity over 14 tonnes or more	0.04
Rigid-carrying capacity over 12 and including 14 tonnes	0.04
Rigid-carrying capacity over 10 and including 12 tonnes	0.04
Rigid-carrying capacity over 8 and including 10 tonnes	0.04
Rigid-carrying capacity over 5 and including 8 tonnes	0.04
Rigid-carrying capacity over 2 and including 5 tonnes	0.04
Rigid-carrying capacity less than 2 tonnes	

B.5.2 However, a Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor has previously paid for a Contract Carrier to obtain the appropriate blue card (or equivalent).

B.6 Workwear and PPE

B.6.1 A Contract Carrier who, in order to perform a contract of carriage, is required by a Principal Contractor to wear certain type of workwear and/or personal protective equipment shall be paid the following amounts:

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.27
Single Axle Prime Mover	0.27
Rigid-carrying capacity over 14 tonnes or more	0.27
Rigid-carrying capacity over 12 and including 14 tonnes	0.27
Rigid-carrying capacity over 10 and including 12 tonnes	0.27
Rigid-carrying capacity over 8 and including 10 tonnes	0.27
Rigid-carrying capacity over 5 and including 8 tonnes	0.27
Rigid-carrying capacity over 2 and including 5 tonnes	0.27
Rigid-carrying capacity less than 2 tonnes	

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.28
Single Axle Prime Mover	0.28
Rigid-carrying capacity over 14 tonnes or more	0.28
Rigid-carrying capacity over 12 and including 14 tonnes	0.28
Rigid-carrying capacity over 10 and including 12 tonnes	0.28
Rigid-carrying capacity over 8 and including 10 tonnes	0.28
Rigid-carrying capacity over 5 and including 8 tonnes	0.28
Rigid-carrying capacity over 2 and including 5 tonnes	0.28
Rigid-carrying capacity less than 2 tonnes	

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.28
Single Axle Prime Mover	0.28
Rigid-carrying capacity over 14 tonnes or more	0.28
Rigid-carrying capacity over 12 and including 14 tonnes	0.28
Rigid-carrying capacity over 10 and including 12 tonnes	0.28
Rigid-carrying capacity over 8 and including 10 tonnes	0.28
Rigid-carrying capacity over 5 and including 8 tonnes	0.28
Rigid-carrying capacity over 2 and including 5 tonnes	0.28
Rigid-carrying capacity less than 2 tonnes	

B.6.2 A Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor provides the Contract Carrier with the certain type of workwear and/or personal protective equipment

B.7 Additional amounts

B.7.1 Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a Contract of Carriage must be paid the following allowance per day or part day during which the equipment is used for the purpose of the Contract of Carriage:

- (a) from the first full pay period commencing on or after 1 August 2019: \$4.17
- (b) from the first full pay period commencing on or after 1 December 2019: \$4.23; and
- (c) from the first full pay period commencing on or after 1 March 2020: \$4.30.

B.7.2 Twistlock Allowance

A Contract Carrier who, in order to perform a Contract of Carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers must be paid the following allowance per day or part day during which the equipment is used for the purpose of the Contract of Carriage:

- (a) from the first full pay period commencing on or after 1 August 2019: \$3.13
- (b) from the first full pay period commencing on or after 1 December 2019: \$3.17; and
- (c) from the first full pay period commencing on or after 1 March 2020: \$3.22.

B.7.3 Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the Contract of Carriage:

From the first full pay period commencing on or after 1 August 2019:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	5.01
Rear-Lift Platform up to and including 6,000 lbs capacity	6.87
Side loading device	22.09

From the first full pay period commencing on or after 1 December 2019:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	5.09
Rear-Lift Platform up to and including 6,000 lbs capacity	6.99
Side loading device	22.47

From the first full pay period commencing on or after 1 March 2020:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	5.18
Rear-Lift Platform up to and including 6,000 lbs capacity	7.11
Side loading device	22.85

SCHEDULE C - WATERFRONT AND CONTAINER DEPOTS

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other conditions provided for by this Contract Determination but in substitution for the rates in Schedules B, D and F.
2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:
 - (a) Where:
 - (i) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
 - (ii) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
 - (iii) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor
 - (iv) the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.
 - (b) If a carrier is:
 - (i) ineligible to apply for the rebate pursuant to the scheme; or
 - (ii) has not been requested to apply for the rebate pursuant to the scheme; or

- (iii) has become ineligible to claim a rebate pursuant to the scheme; or
 - (iv) the scheme is abolished
 - (v) then the principal contractor shall pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification of the performance of that contract of carriage.
- (c) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	49.48	49.50
Not less than 10 and not greater than 12 tonnes	60.20	60.26
Not less than 12 and not greater than 14 tonnes	70.87	70.88
Not less than 14 tonnes	77.21	77.25
Single Axle Prime Mover	66.31	66.31
Bogie Axle Prime Mover	79.85	79.87

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	52.03	52.04
Not less than 10 and not greater than 12 tonnes	61.61	61.65
Not less than 12 and not greater than 14 tonnes	69.75	69.76
Not less than 14 tonnes	75.27	75.30
Single Axle Prime Mover	66.07	66.07
Bogie Axle Prime Mover	77.91	77.93

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	53.29	53.30
Not less than 10 and not greater than 12 tonnes	63.08	63.12
Not less than 12 and not greater than 14 tonnes	71.44	71.44
Not less than 14 tonnes	77.14	77.17
Single Axle Prime Mover	67.77	67.77
Bogie Axle Prime Mover	79.90	79.91

The above rates of remuneration are calculated using the following formula:

(Hourly Rate x 221 x 7.6 + (Km Rate x 23,500)

(221 x 7.6)

where Hourly Rate and km Rate are the relevant per hour and per km rates for a 6 year+ vehicle in Schedule A - Transitional Rates of Remuneration.

This formula is based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

From the first full pay period commencing on or after 1 August 2019:

40 ft Skel trailer	\$54.12 per day	\$52.79 per day
40 ft General Purpose trailer	\$54.12 per day	\$52.79 per day
Dog or Pig trailer	\$40.51 per day	\$39.51 per day
Pup trailer	\$27.05 per day	\$26.40 per day
20 ft Skel trailer	\$48.71 per day	\$47.52 per day

From the first full pay period commencing on or after 1 December 2019:

40 ft Skel trailer	\$54.73 per day	\$53.39 per day
40 ft General Purpose trailer	\$54.73 per day	\$53.39 per day
Dog or Pig trailer	\$40.96 per day	\$39.96 per day
Pup trailer	\$27.36 per day	\$26.69 per day
20 ft Skel trailer	\$49.25 per day	\$48.06 per day

From the first full pay period commencing on or after 1 March 2020:

40 ft Skel trailer	\$55.34 per day	\$53.98 per day
40 ft General Purpose trailer	\$55.34 per day	\$53.98 per day
Dog or Pig trailer	\$41.42 per day	\$40.40 per day
Pup trailer	\$27.66 per day	\$26.99 per day
20 ft Skel trailer	\$49.80 per day	\$48.59 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

From the first full pay period commencing on or after 1 August 2019:

40 ft trailer	\$2.83 per hour	\$2.76 per hour
Dog/Pig trailer	\$5.54 per hour	\$5.41 per hour
Pup trailer	\$4.09 per hour	\$3.98 per hour

From the first full pay period commencing on or after 1 December 2019:

40 ft trailer	\$2.87 per hour	\$2.79 per hour
Dog/Pig trailer	\$5.61 per hour	\$5.47 per hour
Pup trailer	\$4.13 per hour	\$4.03 per hour

From the first full pay period commencing on or after 1 March 2020:

40 ft trailer	\$2.90 per hour	\$2.82 per hour
Dog/Pig trailer	\$5.67 per hour	\$5.53 per hour
Pup trailer	\$4.18 per hour	\$4.07 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 3, Savings clause, of this Determination shall apply to the above rates and conditions.

SCHEDULE D - OLD ALLOWANCES

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$20.24 per day
Dual Axle	\$26.54 per day
Tri Axle	\$32.65 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$4.11 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.08 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side - loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity:	\$4.92 per day
Up to and including 6,000 lbs. capacity:	\$6.75 per day.
Side-Loading Devices:	\$21.71 per day

SCHEDULE E - PROCEDURE AND TIME FOR ADJUSTMENTS OF RATES

E.1 Procedure for adjustment of rates

E.1.1 The rates prescribed in Schedules B, C and F shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.

NOTE: Adjustments made to the rates prescribed in the Schedules B and F shall result in an adjustment to the transitional rates set out in Schedule A.

E.1.2 The union shall make application to the IRC for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.

E.1.3 The parties to this determination shall confer with a view to reaching agreement on the variation. In the absence of agreement, the rates and amounts shall be determined by the IRC in accordance with the Method of Adjustment outlined in this Schedule.

E.1.4 The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.

E.1.5 Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.

E.1.6 If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.

E.1.7 The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Total Labour Costs	Adjust according to the actual percentage change in the Minimum Weekly Rate for the relevant Transport Worker Grade in the Road Transport and Distribution Award 2010.
2. Fuel	Adjust according to the percentage change in the Australian Institute of Petroleum NSW State weekly average for the retail price of diesel, excluding GST.
3. Capital	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Capital.
4. Service and Parts	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Maintenance.
5. Registration, Licensing and Insurances	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Insurance.
6. Training and compliance	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.
7. Miscellaneous Fixed Costs	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.

E.2 Cost Recovery for variations in the Price of fuel

- E.2.1 Due to the changeable nature of the pricing of fuel, including significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
- E.2.2 Any party to this determination may make an application to the IRC to vary rates of remuneration to account for changes in the price of fuel on the following basis:
- (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
 - (b) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
 - (c) the benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST.
- E.2.3 The parties to this determination shall take all necessary steps to enable an application made pursuant to this Schedule to be heard and determined at the earliest possible time, including but not limited to, consenting to have the IRC hear and determine any such application within 48 hours from the initial listing of the application.

SCHEDULE F - OLD RATES OF REMUNERATION

1. It is expressly noted that the rates of remuneration in Schedules F and C have taken into account, and include payment, for the following factors:
 - (a) Wages - based on the General Rate of pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
 - (b) Overtime - in excess of 40 hours each week.
 - (c) Annual Leave.
 - (d) Long Service Leave.
 - (e) Public Holidays.
 - (f) Picnic Day.
 - (g) Sick Leave.
 - (h) Return on capital invested.
 - (i) Depreciation.
 - (j) Lease Costs.
 - (k) Registration and compulsory third party insurance.
 - (l) Comprehensive insurance.
 - (m) Public liability insurance.
 - (n) Personal accident insurance.

- (o) Administrative overheads.
- (p) Fuel.
- (q) Oil.
- (r) Tyres.
- (s) Repairs and maintenance.
- (t) Industry - specific allowances.

2. Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

3. If a carrier is:

- (a) ineligible to apply for the rebate pursuant to the scheme; or
- (b) has not been requested to apply for the rebate pursuant to the scheme; or
- (c) has become ineligible to claim a rebate pursuant to the scheme; or
- (d) the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

4. Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

F.1 Where the Commonwealth Government's fuel tax credit subsidy is applicable

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate \$	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	38.56	0.45	33.86	0.48	27.17	0.48
Over 5 to 8 Tonnes	45.45	0.63	38.76	0.63	29.16	0.63
Over 8 to 10 Tonnes	52.98	0.77	44.16	0.78	37.38	0.77
Over 10 to 12 Tonnes	70.55	1.08	55.88	1.06	45.41	1.06

Over 12 to 14 Tonnes	91.25	1.35	69.82	1.35	54.79	1.35
Over 14 Tonnes +	101.62	1.61	76.97	1.59	58.75	1.59
Single Axle Prime Mover	73.85	1.47	58.39	1.47	47.68	1.47
Bogie Axle Prime Mover	104.40	1.69	79.01	1.69	60.22	1.68

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate \$	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	39.38	0.47	34.58	0.50	27.76	0.50
Over 5 to 8 Tonnes	46.54	0.65	39.57	0.65	29.79	0.65
Over 8 to 10 Tonnes	54.37	0.80	45.08	0.81	38.17	0.80
Over 10 to 12 Tonnes	72.68	1.12	57.04	1.11	46.37	1.10
Over 12 to 14 Tonnes	94.25	1.41	71.27	1.41	55.94	1.40
Over 14 Tonnes +	105.03	1.68	78.55	1.66	59.99	1.66
Single Axle Prime Mover	76.10	1.54	59.59	1.54	48.69	1.53
Bogie Axle Prime Mover	107.90	1.77	80.63	1.77	61.49	1.75

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate \$	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	40.21	0.4892	35.31	0.5247	28.35	0.5183
Over 5 to 8 Tonnes	47.50	0.6773	40.39	0.6803	30.41	0.6714
Over 8 to 10 Tonnes	55.48	0.8339	46.00	0.8435	38.97	0.8345
Over 10 to 12 Tonnes	74.16	1.1667	58.20	1.1537	47.32	1.1436
Over 12 to 14 Tonnes	96.16	1.4684	72.71	1.4678	57.10	1.4552
Over 14 Tonnes +	107.15	1.7489	80.14	1.7334	61.22	1.7197
Single Axle Prime Mover	77.64	1.6050	60.80	1.6124	49.71	1.5952
Bogie Axle Prime Mover	110.07	1.8451	82.25	1.8438	62.76	1.8267

F.2 Where the Commonwealth Government's fuel tax credit subsidy does not apply

From the first full pay period commencing on or after 1 August 2019:

Class of Vehicle	Vehicle Age
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Rigid Vehicles Carrying Capacity	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
	Hourly Standing Rate (\$)	Running Rate (c/ km)	Hourly Standing Rate (\$)	Running Rate (c/km)	Hourly Standing Rate (\$)	Running Rate (c/km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	38.56	51.12	33.82	51.21	27.18	51.02
Over 5 to 8 Tonnes	45.45	65.82	38.71	66.29	29.16	62.52
Over 8 to 10 Tonnes	52.98	80.18	44.10	81.57	37.38	77.37
Over 10 to 12 Tonnes	70.55	113.47	55.81	111.28	45.41	106.66
Over 12 to 14 Tonnes	91.25	142.31	69.71	142.54	54.79	135.05
Over 14 Tonnes +	101.62	169.79	76.84	167.52	58.75	159.41
Single Axle Prime Mover	73.85	154.57	58.31	155.62	47.68	146.99
Bogie Axle Prime Mover	104.40	177.77	78.90	177.58	60.22	168.51

From the first full pay period commencing on or after 1 December 2019:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (c/ km)	Hourly Standing Rate (\$)	Running Rate (c/km)	Hourly Standing Rate (\$)	Running Rate (c/km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	39.38	53.25	34.54	53.34	27.77	52.90
Over 5 to 8 Tonnes	46.54	68.57	39.52	69.05	29.79	64.82
Over 8 to 10 Tonnes	54.37	83.71	45.02	85.17	38.17	80.48
Over 10 to 12 Tonnes	72.68	118.23	56.97	115.95	46.37	110.77
Over 12 to 14 Tonnes	94.25	148.34	71.15	148.58	55.94	140.31
Over 14 Tonnes +	105.03	177.19	78.43	174.83	59.99	165.86
Single Axle Prime Mover	76.10	161.79	59.51	162.88	48.69	153.26
Bogie Axle Prime Mover	107.90	185.99	80.51	185.79	61.49	175.70

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (c/km)	Hourly Standing Rate (\$)	Running Rate (c/km)	Hourly Standing Rate (\$)	Running Rate (c/km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	40.21	55.3734	35.27	55.4638	28.36	54.7806
Over 5 to 8 Tonnes	47.50	71.3086	40.34	71.8173	30.41	67.1295
Over 8 to 10 Tonnes	55.48	87.2504	45.93	88.7645	38.97	83.5961
Over 10 to 12 Tonnes	74.16	122.9930	58.13	120.6171	47.32	114.8734
Over 12 to 14 Tonnes	96.16	154.3677	72.60	154.6169	57.10	145.5798
Over 14 Tonnes +	107.15	184.5964	80.01	182.1341	61.22	172.3111
Single Axle Prime Mover	77.64	168.9993	60.72	170.1462	49.71	159.5356
Bogie Axle Prime Mover	110.07	194.2176	82.13	194.0114	62.76	182.8948

SCHEDULE G - NOMINATED CONTRACT DETERMINATION

The Nominated Contract Determinations are:

1. Transport Industry - Car Carriers (N.S.W.) Contract Determination;
2. Transport Industry - Concrete Haulage Contract Determination;
3. Transport Industry - Excavated Materials Contract Determination;
4. Transport Industry - Quarried Materials Contract Determination;
5. Transport Industry - Waste Collection and Recycling Contract Determination;
6. Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination;
7. Transport Industry - Courier and Taxi Truck Contract Determination;
8. Transport Industry - Concrete Haulage - Mini Trucks Contract Determination;
9. Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination;
10. Boral Transport Limited Haulier Contract Determination;
11. CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination;
12. Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination;
13. Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination;
14. Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination;
15. Australian Liquor Marketers Pty Limited Carriers Contract Determination;
16. Boral Country - Concrete and Quarries Contract Determination;
17. Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination;
18. Transport Industry - Metromix Concrete Haulage Contract Determination;
19. Transport Industry - Allied Express TWU Interim Contract Determination;
20. Couriers Please Pty Ltd Contract Determination;
21. Transport Industry - Mayne Logistics Contract Determination;
22. Transport Industry - Penrith City Council Contract Determination;
23. Boral GST Protocol (Facilitation and Compliance) Contract Determination;
24. TNT Domestic & International Express Ancillary Contract Determination, The;
25. Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination;
26. Superior Premix Contract Determination No. 2;
27. Superior Premix Contract Determination - Blacktown City Council Project;
28. Transport Industry - General Carriers (The Smith Family) Contract Determination;
29. Boral Transport Limited Quarried Materials Minimum Load Contract Determination; and
30. Monier Roofing Limited and Reliance Roof Tiles Pty Ltd Contract Determination.

J. WEBSTER, *Commissioner*

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ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 265108 of 2019)

Before Chief Commissioner Kite

9 September 2019

VARIATION

1. Delete the definition of "RMS Group" of clause 3, Definitions, of the award published 20 March 2020 (387 I.G. 318) and insert in lieu thereof the following

“RMS Group” – means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act* 1988 as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee’s designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 5, Disputes Settlement Procedure applies.

2. This variation shall take effect on and from 9 September 2019.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

THE CITY OF SYDNEY WAGES/SALARY AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by City of Sydney.

(Case No. 383641 of 2019)

Before Commissioner Murphy

14 February 2019

VARIATION

1. Delete in Section 5 - Appendices, Appendix 4, Multi Skilling and Cross Skilling Agreement 1996, of the award published 28 November 2018 (383 I.G. 1005), and renumber existing Appendices accordingly.
2. Delete clause 2, New Wages Classification Structure, and insert in lieu thereof the following:

2. New Wages Classification Structure

On 14 February 2020, in resolution of an industrial dispute notified to the NSW Industrial Relations Commission (proceedings no. 19/383641), the Commission varied this Award to include a new wage classification structure for employees employed in the Wages Division and made other related variations.

The main variations made are:

- The new wage classification structure, and transitional provisions, are inserted at Appendix 1;
- Variations were made to Section Two of this Award, adding new provisions for the Wages Division in clause 38.3 to 38.5 (Terms of Employment) and clause 42 (Allowances);
- Allowances were deleted in Appendix 3 and Appendix 4 was removed.

The new wage classification structure (and the variations made) is to commence from 1 July 2019.

Any back pay arising from the introduction of the new wage classification structure for Wage Division employees will be made by the City to employees as soon as is practicable (including having regard to any implementation steps that must be first completed).

3. Delete "38.3" in paragraph 5.11.1 of subclause 5.11, Payment of Employees, of clause 5, Terms of Employment, and replace with the following:

"38.2"

4. Insert in Section 2 - Wages Division, after subclause 38.2 of clause 38, Terms of Employment, the following new subclauses:

38.3 The Wages Division Salary Band System and rates of pay are detailed at Appendix 1 of this Award.

38.4 A position's grade placement and salary rate will be determined and evaluated in accordance with Council's job evaluation policy and system, as varied from time to time.

(Note: at the time of inserting this provision into the Award, all existing positions in the Wages Division had been evaluated by Mercer and assigned a grade and salary.)

- 38.5 Upon commencement of the variations as described in clause 2 of this Award, employees in the Wages Division will be eligible for consideration for salary progression in accordance with the Council's

'Performance and Development Management Policy' as amended from time to time. See clause 35.3 of this Award.

5. Delete clause 42, Allowances, and insert in lieu thereof the following:

42. Allowances

42.1 Higher Grade Duties Allowance - Wages Classification

42.1.1 An employee who is directed to perform for one or more of their ordinary daily working hours, in a position at a higher grade than their substantive grade they will receive:

- (a) The minimum of the grade they are acting in; or
- (b) If the difference between their substantive rate of pay and the minimum of the acting grade is less than 3% difference, the employee should receive 3% more than the entry level of the grade they are acting in, for the whole of the day.

42.2 First Aid Allowance

42.2.1 An employee, who holds the First Aid Certificate of the St. Johns Ambulance Association or a Certificate of equivalent status, may be nominated by management as the work areas First Aid Officer to assist with on-site first aid when called upon.

42.2.2 Employees in Wages Divisions Classifications who possess the Certificate and are nominated as First Aid Officer will receive an allowance of \$2.06 per day.

42.3 Crew Leader Allowance

42.3.1 This subclause applies to any employees appointed to the position of Crew Leader or Emergency Services Officer (ESO).

42.3.2 In recognition of the supervisory duties, these employees will receive an annual allowance of \$4,203. The allowance will increase in accordance with clause 35.4 of this Award.

42.3.3 The allowance is paid in addition to the employee's ordinary wages. If the Crew Leader or ESO has reached the maximum of Grade B, the allowance is to be applied in addition to this amount.

42.3.4 The allowance will be paid weekly (presently, \$80.83 per week).

42.3.5 The allowance will be paid on all leave types except leave without pay.

42.3.6 The allowances does not attract shift penalties as outlined in clause 6.5.7 of the Award. It will be paid in accordance with clause 42.3.4 above regardless of the type of shift the employee is engaged in.

42.3.7 The allowance will be paid as a flat hourly rate (presently, \$2.13 per hour) for all hours of overtime worked. It will not be included in the base rate when calculating overtime.

For example: four (4) hours of overtime on Saturday = $\$2.13 \times 4 = \8.52 (the crew leader allowance for Saturday overtime).

42.3.8 The following provisions apply in respect of payment of the allowance to employees while acting in Crew Leaders and ESO positions:

- (a) Employees acting in Crew Leaders and ESO positions will only receive the allowance when worked as a daily rate.
- (b) The allowance is treated as a higher duties allowance as per the Award.

- (c) Clause 8.4 of the Award will also apply (employee must work the day before and after non-worked public holiday to be paid for the public holiday at the higher rate).
- (d) The allowance does not attract penalties for shift work or public holidays as outlined in clause 6.5.7 of the Award. The allowance will be paid at the applicable daily rate (presently, \$16.17) regardless of type of shift the employee is engaged in.
- (e) The allowance will be paid as a flat rate hourly rate (presently, \$2.13 per hour) for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday: $\$2.13 \times 44 = \8.52 (Crew Leader allowance for Saturday).

42.4 Assessor Allowance

42.4.1 This subclause applies to employees who satisfy each of the below requirements:

- (a) are at Grade B; and
- (b) have been selected to assess the competency of other employees on plant and equipment; and
- (c) must hold the appropriate qualifications, skills and experience to assess employees as determined by the City.

This subclause does not apply to Crew Leaders and ESOs and employees in Grades A, C and D.

42.4.2 Employees will be selected through a local EOI process to the work group and will be allocated to the role for a specific period as determined by the City. The number of assessors required, and the period of time required from each assessor is at the sole discretion of the City.

42.4.3 During the period an employee is selected and allocated as an assessor, the employee is required to be willing and able to complete assessments of employees when required by their manager.

42.4.4. In exchange for meeting the above requirements and performing those assessor duties, the employee will receive an annual allowance of \$4,203. The allowance will increase in accordance with clause 35.4 of this Award.

42.4.5 The allowance will be paid weekly for the period the employee is selected and allocated to the assessor role.

42.4.6 The allowance is paid in addition to the employee's ordinary wages. If the employee has reached the maximum of Grade B, the allowance is to be applied in addition to this amount.

42.4.7 The allowance is not paid on any leave types.

42.4.8 The allowance is not paid during overtime shifts unless the overtime shift is to perform competency assessments during the overtime shift. If the allowance is paid while on overtime the allowance will be paid as an hourly flat rate (presently, \$2.13 per hour) for all hours of overtime worked. It will not be included in the base rate when calculating overtime. For example: four (4) hours of overtime on Saturday: $\$2.13 \times 4 = \8.52 (Assessor Allowance for Saturday).

42.4.9 The allowance is treated as higher duties allowance as per the Award. Clause 8.4 of the Award will also apply (employee must work the day before and after a non-worked public holiday to be paid for the public holiday at the higher rate).

42.4.10 The City may end the period an employee is required to be an assessor at any time by providing one (1) days' notice.

42.5 Tools and Tool Allowance

42.5.1 Employees in the following groups of tradespersons will be paid tool allowances in accordance with Appendix 2.

- (a) Building and Tradesperson required to provide own tools for:
 - i. French polishing or painting;
 - ii. Bricklaying or tiling;
 - iii. Plastering; and
 - iv. Carpentry and/or wood machining work.
- (b) Electrical Tradesperson.
- (c) Mechanical Tradesperson (including former auto-electrician, fitter, mechanical Tradesperson (special class), motor mechanic, air-condition fitter and field service fitter.
- (d) Plumbing/Drainage Tradesperson.
- (e) Vehicle Fabricator Tradesperson (including a vehicle body fabricator, panel beater and welder)

42.5.2 The Council will provide all necessary tools for employees, with the following exceptions;

- (a) Rather than providing all necessary tools, Council may pay the tool allowance prescribed above; and further
- (b) Where a Tradesperson is paid the tool allowance, Council will still provide the following tools for each trade as detailed in clause 42.6.3.

42.5.3 Trade Tools to be provided by Council

- (a) Bricklayer: Scutch combs, hammers (excepting mash and brick hammers) rubber mallets and T squares
- (b) Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 24 inches long, augers of all sizes, star bits, and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers) glue pots and glue brushes, dowel plates, trammels, hand thumb screws and soldering irons.
- (c) Plumbers: Metal pots, mandrills, long dummies, stocks and dies for iron, copper and brass pipes cutters, tongs, vices, taps and drills, ratchets, files, cramps, caulking tools, hacksaws and blades, welding and brazing outfits including goggles where necessary and all shop tools.
- (d) Painters: All brushes and dusters
- (e) Electricians: All sizes of twist drills, masonry drills, special size wood bits, taps, tap holders, stocks and dies, hammers, other than a 2lb. Ball and claw hammer, all hacksaw blades, files, saws other than keyhole, electric drills, extension equipment spanners, scutch combs, scutch chisel and other expendable tools or equipment which may be required by the employee from time to time to carry out their duties in a satisfactory manner.

42.7 Loss of Tools

42.7.1 The Council will insure and keep insured against loss or damage by fire or theft whilst on the Council's premises the employee's tools as used by the employee in the course of employment.

42.7.2 The Council will provide a suitable and secure weatherproof lockup for the purposes of storing an employee's tools on the job.

42.8 Annualisation of Tool Allowances

By agreement of the majority of employees (50%+1) in a designated work group, entitlements to tool allowances may be annualised into rates of pay.

6. Delete paragraph 48.2.1 of subclause 48.2, Job Evaluation, of clause 48, Salary Band System, and renumber existing paragraphs accordingly.
7. Delete in Section 5 - Appendices - Appendix 4 - Multi-skilling and Cross-skilling Agreement 1996' and renumber existing Appendices accordingly.
8. Delete in Appendix 1, Rates of Pay, under the heading 'WAGES DIVISION' and insert and in lieu thereof the following:

WAGES DIVISION

Grade	Salary range (effective first pay period on or after 1 July 2019)	
	Minimum	Maximum
A	\$51,484	\$57,977
B	\$60,309	\$67,913
C	\$68,291	\$76,907
D	\$77,221	\$86,962

Apprentice Year	Base Annual Wage (effective first pay period on or after 1 July 2019)
Apprentice Year 1	\$33,751
Apprentice Year 2	\$38,833
Apprentice Year 3	\$44,325
Apprentice Year 4	\$49,923

Transitional provisions applying to the introduction of the new wage classification structure for the Wages Division (see clause 2 of the Award).

- (a) Any employee currently paid above the grade they are placed in as a result of the introduction of the new wage classification structure will become 'Current Occupant Only'.
- (b) Current Occupants Only will continue to receive their current pay.
- (c) The following provisions apply to employees who currently receive a "specific allowance" (which relates to shift penalties which have been maintained due to salary maintenance as part of a previous redeployment process):
 - (i) The specific allowance will be added to their current base salary up to the maximum of their new grade, with any remainder to be paid as an allowance;
 - (ii) Any employee who is at the top of their new grade and still has a "specific allowance" paid will have the status of Current Occupant Only.

- (d) Any employee who received any of the allowances in Part A of Appendix 3 before the variation referred to in clause 2 of this Award in the 2018/19 financial year, the total allowance amount will be added to the employee's current base annual wage and form part of their current pay for the purposes of subclause (b). For the avoidance of doubt, these allowances will cease upon the commencement of the new wages classification structure.
- (e) Any employee currently receiving the Multi-Skilling Allowance pursuant to the Trades Group Multi-Skilling and Cross Skilling Agreement 1996, the amount of the allowance received will be add to the employee's current base annual wage and form part of their current pay for the purposes of subclause (b). For the avoidance of doubt, this allowance will cease upon the commencement of the new wages classification structure.
- (f) The following position titles will change as follows:

Current Title	New Title
Council Worker Grades 1 -5	Crew Member
Mechanical Tradesperson Multi-skilled (DW5138)	Motor Mechanic
Tradesperson (DW5136)	Motor Mechanic
Drainer (DW4204)	Plumber (licenced)
CSO1/CSO2	Cleansing Crew Member
CSO3/CSO2	Cleansing Crew Operator
Driver Drains Maintenance (DW4265)	Crew Member
Bricklayer/Stonemason	Stonemason
Plumber/Drainer (DW4235)	Plumber (un-licenced)
Tradesperson (DW4234)	Carpenter
Plumber	Plumber (licenced)
Electrician	Electrician (licenced)
Work Coordinator - Road Gang	Crew Leader

The Council reserves the right to amend or vary the position titles to meet its business and community needs.

- (g) The following provisions apply to the Cleansing & Waste wages staff:
 - (i) Any employee currently employed in a CSO1 position will be re-titled to Cleansing Crew Member and will fall under Grade A - see Wages Division table at Appendix 1.
 - (ii) From the making of this award variation there will be no future employment of CSO2.
 - (iii) Upon the making of this award variation, current employees engaged in CSO2 positions will, in discussion with the City, be distributed to Grade A or Grade B positions (over a six month period) based on licence type:
 - Current CSO2 employees who hold MR/HR licence will be appointed to a Cleansing Crew Operator position in Grade B. Employees will maintain their current wages in their new Grade.
 - Current CSO2 employees who do not hold a MR/HR licence will be appointed to the Cleansing Crew Member position in Grade A. Employees will maintain their current wages in their new Grade.
 - Current CSO1/CSO2 employees who do not hold a MR/HR licence as part of the new structure and want to apply for a Cleansing Crew Operator Grade B role, the City will provide the employee with three (3) months to obtain a HR licence. The City will pay the cost to obtain that licence.
 - Three (3) months following the implementation of the new structure, subject to Cleansing Crew Operator positions (Grade B) being vacant, the City will conduct an internal

recruitment process within the Cleansing and Waste Unit as per the City's Recruitment guidelines.

- (iv) Any employees currently paid above the grade they are placed in, will become Current Occupant Only.
- (v) 7-Day roster:
- In implementing the new wage classification structure, the placing of existing employees into grade A and B will not require the employees to move to a 7-Day roster (unless they had already agreed to do so);
 - Current employees who are promoted as Cleansing Crew Operator (Grade B) within twenty-four (24) months from 14 February 2020 will not be required to be appointed to a 7 Day Roster (unless already agreed to do so);
 - Twenty-four (24) months after 14 February 2020, any employees appointed or promoted as Cleansing Crew Member or Cleansing Crew Operator (Grade A or Grade B) will be required to move to a 7 Day Roster, as per current Award conditions;
 - For the avoidance of doubt, new employees may be required by the Council, as a condition of employment, to work a 7-Day roster;
 - This subclause (v) does not apply to employee who transfer to, or are promoted to, another business unit outside Cleansing & Waste. Such employees may be required to work a 7-Day roster if such a roster has been implemented in that unit or relevant work group in that unit.
9. Delete Part A.1 to A.8 of Appendix 3 - General Allowances and Conditions, except the first two paragraphs, in Appendix 3, and insert in lieu thereof the following
- A.1 Abnormal conditions allowance
- An employee required to work:
- (i) In childcare centres whilst changing nappies shall be paid an additional \$0.45 per hour whilst so engaged.
10. Delete subclause B.1 in Part B.
- 11.. Delete subclause C.1 in Part C.
12. Delete Appendix 4- Multi-skilling and Cross-skilling Agreement 1996
13. The variation will take effect from 1 July 2019.
14. The variation to Wages Division - Transitional provisions applying to the introduction of the new wage classification structure for the Wages Division, in subclause (g) of paragraph (v) the second and third subparagraph shall take effect on and from 14 February 2020.

J.V. MURPHY, *Commissioner*

(1908)

SERIAL C9124

**CROWN EMPLOYEES (RURAL FIRE SERVICE MAJOR INCIDENT
CONDITION 2011) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 224414 of 2019)

Before Chief Commissioner Kite

5 September 2019

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Rural Fire Service Major Incident Condition 2011) Interim Award published 21 October 2016 (380 I.G. 1396) as varied, be rescinded on and from 5 September 2019.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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

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

EA20/04 - Lachlan Shire Council Enterprise Agreement 2019

Made Between: Sydney Opera House Trust -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

New/Variation: Replaces EA16/11

Approval and Commencement Date: Approved and commenced 16 April 2020.

Description of Employees: The agreement applies to all employees employed by Lachlan Shire Council, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.