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INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2018) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of employees.

(Case No. 2018/72717)

Before Chief Commissioner Kite

25 March 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

Schedule A - List of Awards, Agreements and Determinations
Schedule B - Common Salary Points

PART B

MONETARY RATES

AWARDS AGREEMENTS AND DETERMINATIONS

1. Title

This award will be known as the Crown Employees (Public Sector - Salaries 2018) Award.

2. Definitions

In this Award:

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (iii) "Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect:
a 2.5% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2018;

4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries, of this Award:

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff - Salaries) Award 2007

Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff - Salaries) Award 2007

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances

Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) 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 (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, 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.
- (iii) 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.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), 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 Secretary at the time of signing the Salary Packaging Agreement.
- (vii) 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.
- (viii) 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.
- (ix) 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.

- (x) 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 (ix) 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.
- (xi) 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 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Secretary may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Secretary will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

6. Grievance and Dispute Settling Procedure

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 agency, if required.

- (i) An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) 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 employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Department Head or Delegate.
- (iii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- (v) The Department Head may refer the matter to the Secretary for consideration.
- (vi) In the event that the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The employee, Association, Department and Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in (i) to (ix) are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

7. Anti-Discrimination

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

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

8. 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 NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
 - (a) persons falling within the operation of the Livestock Health and Pest Authorities Salaries and Conditions Award and
 - (b) persons employed by Roads and Maritime Services.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries 2017) Award published 6 October 2017 (381 I.G. 851) .
- (iv) This Award shall take effect on and from 1 July 2018 and shall remain in force until 30 June 2019.

SCHEDULE A

LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations

Awards:

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Crown Employees (Departmental Officers) Award

Crown Employees Sound Reporters) Award

Crown Employees (Department of Attorney General and Justice (Juvenile Justice) - 38 Hour week Operational Staff 2015) Reviewed Award

Crown Employees (Office of Sport - Catering Officers) Award

Crown Employees (Office of Sport - Centre Managers) Award

Crown Employees (Office of Sport - Program Officers) Award

Crown Employees (Office of Sport - Services Officers) Award

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Salaried Staff Award 2012

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Crown Employees (General Assistants in Schools - Department of Education) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016

Crown Employees - Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Award 2016

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award 2016

Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award

Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Crown Employees (NSW Department of Justice) Exhibition Project Managers and Project Officers) Australian Museum Award

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Crown Employees (NSW Department of Justice) State Library Security Staff Award 2007

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Police Band) Award

Crown Employees (NSW Police Force Special Constables) (Security) Award

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award 2015

Crown Employees (Office of Environment and Heritage - National Parks and Wildlife Service) Conditions of Employment Award 2015

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Crown Employees (Department of Finance, Services and Innovation - SafeWork NSW Inspectors 2007) Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Crown Employees (Parliament House Conditions of Employment) Award 2015

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Planning Officers) Award 2016

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Crown Employees (Sheriff's Officers) Award 2007

Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2012

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Crown Employees (State Emergency Service) Region Controllers Award 2012

Crown Employees (Technical Officers - Treasury) Award

Crown Employees (Tipstaves to Justices) Award 2007

Crown Employees (Trades Assistants) Award

Taronga Conservation Society Australia Salaried Employees Award

Agreements and Determinations:

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services Section 130 (1) Determination No. 955 of 2007

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

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

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

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No. 968 of 2010

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Conditions of Service Team Leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors Community Justice Centres, Department of the Attorney General Determination No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Education Officer Department of Training and Education Co-ordination Determination No. 912 of 1996

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

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

General Division Driver/Assistant etc. Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No. 953 of 2007

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

Parliament House, Other Clerical Officers, Determinations of the Presiding Officers

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

SCHEDULE B

COMMON SALARY POINTS

- (i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 1 October 1993 (276 I.G. 941) and Erratum published 3 December 1993 (277 I.G. 576).

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January, 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

Common Salary Point:		1.7.18 Per annum 2.5% \$
	1	25,695
	2	27,416
	3	28,863
	4	30,601
	5	32,544
	6	34,727
	7	36,912
	8	39,443
	9	41,825
	10	44,241
	11	44,646
	12	45,045
	13	45,496
	14	45,968

	15	46,401
	16	46,937
	17	48,119
	18	48,592
	19	49,015
	20	49,431
	21	49,901
	22	50,367
	23	51,522
	24	52,028
	25	52,456
	26	52,882
	27	53,307
	28	53,758
	29	54,311
	30	54,775
	31	55,212
	32	55,747
	33	56,198
	34	56,726
	35	57,185
	36	57,767
	37	58,319
	38	58,803
	39	59,411
	40	59,901
	41	60,574
	42	61,050
	43	61,655
	44	62,113
	45	62,717
	46	63,199
	47	63,863
	48	64,393
	49	65,056
	50	65,688
	51	66,198
	52	66,871
	53	67,444
	54	68,032
	55	68,707
	56	69,350
	57	69,962
	58	70,652
	59	71,391
	60	72,054
	61	72,783
	62	73,469
	63	74,333
	64	75,055
	65	75,686
	66	76,580
	67	77,363
	68	77,929
	69	78,824
	70	79,602
	71	80,396
	72	81,081
	73	81,920

	74	82,571
	75	83,403
	76	84,322
	77	85,043
	78	86,033
	79	86,721
	80	87,663
	81	88,450
	82	89,406
	83	90,278
	84	91,072
	85	92,026
	86	92,850
	87	93,848
	88	94,782
	89	95,736
	90	96,685
	91	97,616
	92	98,519
	93	99,554
	94	100,624
	95	101,684
	96	102,749
	97	103,783
	98	104,918
	99	105,925
	100	107,007
	101	108,044
	102	109,078
	103	110,083
	104	111,082
	105	112,212
	106	113,349
	107	114,481
	108	115,617
	109	116,766
	110	117,909
	111	119,061
	112	120,223
	113	121,379
	114	122,537
	115	123,749
	116	124,965
	117	126,205
	118	127,460
	119	128,857
	120	130,262
	121	131,382
	122	132,495
	123	133,970
	124	135,444
	125	136,935
	126	138,421
	127	139,873
	128	141,338
	129	142,926
	130	144,521

PART B
MONETARY RATES
AWARDS

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.5% \$
Clerks General Scale		
Clerks General Scale step 1	4	30,601
Clerks General Scale step 2	6	34,727
Clerks General Scale step 3 - 1st year of service or 18 years	7	36,912
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, - Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	41,825
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	44,646
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	48,119
Clerks General Scale step 7	20	49,431
Clerks General Scale step 8	23	51,522
Clerks General Scale step 9	25	52,456
Clerks General Scale step 10	28	53,758
Clerks General Scale step 11	32	55,747
Clerks General Scale step 12	36	57,767
Clerks General Scale step 13	40	59,901
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale		62,462
Grade 1		
1st year of service	46	63,199
Thereafter	49	65,056
Grade 2		
1st year of service	52	66,871
Thereafter	55	68,707
Grade 3		
1st year of service	58	70,652
Thereafter	61	72,783
Grade 4		
1st year of service	64	75,055
Thereafter	67	77,363
Grade 5		
1st year of service	75	83,403
Thereafter	78	86,033
Grade 6		
1st year of service	82	89,406
Thereafter	85	92,026

Grade 7		
1st year of service	88	94,782
Thereafter	91	97,616
Grade 8		
1st year of service	95	101,684
Thereafter	98	104,918
Grade 9		
1st year of service	101	108,044
Thereafter	104	111,082
Grade 10		
1st year of service	108	115,617
Thereafter	111	119,061
Grade 11		
1st year of service	116	124,965
Thereafter	120	130,262
Grade 12		
1st year of service	126	138,421
Thereafter	130	144,521

Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Correctional Officers - Department of Corrective Services		
Classification and Grades	CSP NO.	1.7.18 Per annum 2.50% \$
Probationary Correctional Officer	45	62717
Correctional Officer -		
1st year	47	63863
2nd year and thereafter	49	65056
Correctional Officer, First Class -1st year	55	68707
2nd year and thereafter	63	74333
Senior Correctional Officer	69	78824
Overseer -		
1st year	55	68707
2nd year and thereafter	63	74333
Senior Overseer	69	78824
Industries and Maintenance Allowance -		
Overseer 1st year		10121
Overseer 2nd year and thereafter		4492
Senior Overseer		8838

Incidental Allowance -		
Probationary Correctional Officer (in training)		
Probationary Correctional Officer (on graduation)		1031
Correctional Officer 1st year		1548
Correctional Officer 2nd year and thereafter		2068
Correctional Officer, First Class 1st year		3092
Correctional Officer, First Class 2nd year and		3092
Senior Correctional Officer		5154
Overseer 1st year		3092
Overseer 2nd year and thereafter		3092
Senior Overseer		5154

**Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey,
Dillwynia and Wellington Correctional Centres**

Annualised Salary Package - Kempsey, Dillwynia and Wellington Correctional Centres		
Classification and Grades		1.7.18 Per annum 2.50% \$
General Manager		193625
Manager of Security		163349
Principal Correctional Officer		126211
Chief Correctional Officer		118139
Correctional Officers - Kempsey, Dillwynia and Wellington Correctional Centres		
	Common Salary Points	1.7.18 Per annum 2.50%
Senior Correctional Officer	69	78824
Correctional Officer 1st Class Year 2	63	74333
Correctional Officer 1st Class Year 1	55	68707
Correctional Officer Year 2	49	65056
Correctional Officer Year 1	47	63863
Correctional Officer Probationary	45	62717
Correctional Officer (Training)	45	62717
Incidental Allowance:		
Senior Correctional Officer	-	5154
Correctional Officer 1st Class Years 1 and 2	-	3092
Correctional Officer Year 2	-	2068
Correctional Officer Year 1	-	1548
Correctional Officer Probationary	-	1031
Principal Industry Officer Level 1	-	131612
Principal Industry Officer Level 2	-	125258
Chief Industry Officer	-	119307
Senior Overseer	80	87663
Overseer	69	78824
Senior Overseer	-	5154
Overseer	-	3092

Crown Employees (Departmental Officers) Award

Departmental Officer		
Classifications and Grades		1.7.18 Per annum 2.50% \$
General Scale	Year 1	36912
	Year 2	44646
	Year 3	48119
	Year 4	49431
	Year 5	51522
	Year 6	52456
	Year 7	53758
	Year 8	55747
	Year 9	57767
	Year 10	59901

Grade 1-2 (Level 1)	Year 1	63199
	Year 2	65056
	Year 3	66871
	Year 4	68707
Grade 3-4 (Level 2)	Year 1	70652
	Year 2	72783
	Year 3	75055
	Year 4	77363
Grade 5-6 (Level 3)	Year 1	83403
	Year 2	86033
	Year 3	89406
	Year 4	92026
Grade 7-8 (Level 4)	Year 1	94782
	Year 2	97616
	Year 3	101684
	Year 4	104918
Grade 9-10 (Level 5)	Year 1	108044
	Year 2	111082
	Year 3	115617
	Year 4	119061
Grade 11 (Level 6)	Year 1	124965
	Year 2	130262
Grade 12 (Level 7)	Year 1	138421
	Year 2	144521
Senior Officer Grade 1 (Level 8)	Year 1	161707
	Year 2	174243
Senior Officer Grade 2 (Level 9)	Year 1	177192
	Year 2	189685
Senior Officer Grade 3 (Level 10)	Year 1	196032
	Year 2	215186

Crown Employees (Sound Reporters) Award

Multi-Skilled Reporters and Sound Reporters Dual Remote		
Classification and Grade	Common Salary Point	1.7.18 Per annum 2.50% \$
Trainee Multi-Skilled Sound Reporter Year 1	46	63199
Multi-Skilled Sound Reporter Year 2	52	66871
Multi-Skilled Sound Reporter Year 3	55	68707
Multi-Skilled Sound Reporter Year 4	58	70652
Multi-Skilled Sound Reporter Year 5	61	72783
Sound Reporter Dual Remote	64	75055

Crown Employees (Department of Justice (Juvenile Justice) - 38 Hour week Operational Staff 2015) Reviewed Award

Classification and Grades	A & C Grade Equivalent	1.7.18 Per annum 2.50% \$
Unqualified Youth Officer - Level 1	GS Year 10	59901
Youth Officer		
Level 2		
Year 1	Min 1	63199
Year 2	Max 1	65056
Year 3	Min 2	66871

Level 3 Year 1	Max 2	68707
Shift Supervisor/Assistant Unit Manager - Level 4 Year 1	Min 4	75055
Year 2	Max 4	77363
Year 3	Min 5	83403
Year 4	Max 5	86033
Unit Manager - Level 5 Year 1	Min 6	89406
Year 2	Max 6	92026
Year 3	Min 7	94782
Year 4	Max 7	97616
Assistant Manager - Level 6 Year 1	Min 8	101684
Year 2	Max 8	104918
Year 3	Min 9	108044
Year 4	Max 9	111082
Centre Manager - Level 7 Year 1	Min 10	115617
Year 2	Max 10	119061
Centre Manager - Level 8 Year 1	Min 11	124965
Year 2	Max 11	130262
Centre Manager - Level 9 Year 1	Min 12	138421
Year 2	Max 12	144521
Vocational Instructor (Trade, Maintenance, Grounds) Level 1, Year 1	-	59901
Level 2 Year 1	-	63199
Year 2	-	65056
Year 3	-	66871
Year 4	-	68707
Kitchen Support Officer and Vocational Instructor (Cook) Level 1 Year 1	-	49431
Year 2	-	51522
Level 2 Year 1	-	63199
Year 2	-	65056
Year 3	-	66871
Year 4	-	68707
Vocational Instructor (Cook Supervisor)	-	71436
Logistics Officer Level 4 Year 1	-	83403
Year 2	-	86033
Level 5 Year 3	-	89406
Year 4	-	92026
Court Supervisor - Level 4 Year 1	Min 4	75055
Year 2	Max 4	77363
Year 3	Min 5	83403
Year 4	Max 5	86033

Drug Detection Security and Intelligence Officer		
Level 2		
Year 1	Min 1	63199
Year 2	Max 1	65056
Year 3	Min 2	66871
Level 3	Max 2	68707
Chokage Allowance (per day)		5.06
Uniform Allowance (per week)		5.26
Trade Allowance (per annum)		1918
Supervisory Allowance (per week)		52.53
Allocated Youth Officer Additional Responsibilities		1.36
Allowance (per hour)		

Crown Employees (Office of Sport - Catering Officers) Award

Classification and Grades	1.7.18 Per annum 2.50% \$
Level 1	58523
Level 2	60374
Level 3	62193
Level 4	64198
Level 5	66470
Catering Officers - Academy Allowance	
Senior Catering Officer	5116
Catering Officer	2468
Apprentice	1976

Crown Employees (Office of Sport- Centre Managers) Award

Grades and salary rates for classifications in this award are in accordance with the Crown Employees Administrative and Clerical Officers - Salaries) Award 2007 Grades 4 to 12

Allowance	1.7.18 Per annum 2.50% \$
Annual allowance (Clause 11)	11603

Crown Employees (Office of Sport - Program Officers) Award

Program Officers - Department of the Arts, Sport and Recreation	
Classification and Grades	1.7.18 Per annum 2.50%
Program Officers	
Level 1	59193
Level 2	61511
Level 3	64983
Level 4	69626
Level 5	71945
Level 6	75438
Level 7	78911
Level 8	82402
Level 9	85872
Level 10	89364

Level 11	92830
Level 12	95153
Program Officers - Temporary employees	1.7.18 Per day 2.50% \$
Level 1	227.21
Level 2	235.49
Level 3	248.51
Level 4	267.44
Level 5	275.71
Level 6	288.74
Level 7	302.94
Level 8	315.97
Level 9	328.98
Level 10	342.00
Level 11	356.20
Level 12	364.48
Program Officers - Casual Employees	1.7.18 Per day 2.50% \$
Level 1	255.25
Level 2	265.26
Level 3	280.25
Level 4	300.21
Level 5	310.29
Level 6	325.28
Level 7	340.27
Level 8	355.34
Level 9	370.29
Level 10	385.37
Level 11	400.32
Level 12	410.3
	1.7.18 Per day 2.50% \$
Assistant instructor (Per day)	62.21
Program Officer (Instructor)	198.37 240.64
Allowances	
Sport and recreation allowance - Permanent Program Officers (per annum)	11603
Sport and recreation allowance- Temporary Program Officers (per day)	44.47
Night duty allowance - Casual Program Officers(per night)	94.95
Night duty allowance - Program Officer (Instructors) (per night)	45.81

Crown Employees (Office of Sport - Services Officers) Award

Table 1 - Salary Scale for Services Officers Prior to Competency Attainment	
Classification and Grades	1.7.18 Per annum 2.50% \$
Level 1	49572
Level 2	52285
Level 3	54535
Level *4	56788
Level 1	24.99
Level 2	26.36
Level 3	27.51
Level 4	28.66

Table 2 - Salary Scale for Services Officers after Competency Attainment	
Classification and Grades	1.7.18 Per annum 2.50% \$
Level 1	51058
Level 2	53857
Level 3	56176
Level 4*	58493
	Per hour \$
Level 1	25.78
Level 2	27.18
Level 3	28.33
Level 4	29.49

* Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

Table 3 - Salary Scale for Assistant Services Officers	
Classification and Grades	1.7.18 Per annum 2.50% \$
Level 1	49572
Level 2	52285
	Per hour \$
Level 1	24.99
Level 2	26.36

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016

See rates for Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Department of Commerce (other than GCIO, OFT, OIR, Businesslink)	
Classifications and Grades	1.7.18 Per annum 2.50% \$
DPWS Professional Staff -	
General Scale 1	37421
General Scale HSC 19 years	42400

General Scale 2 or age 20	45257
General Scale 3 or age 21	48775
General Scale 4	50109
General Scale 5	52223
General Scale 6	53173
General Scale 7	54496
General Scale 8	56510
General Scale 9	58558
General Scale 10	60717
General Scale 11	62502
General Scale 12	64060
General Scale 13	65944
Grade 1	
Year 1	66583
Year 2	70301
Year 3	75347
Year 4	80690
Year 5	85475
Grade 2	
Year 1	90632
Year 2	94123
Year 3	97043
Year 4	99871
Grade 3	
Year 1	105206
Year 2	108472
Year 3	112602
Year 4	116048
Grade 4	
Year 1	121867
Year 2	125437
Year 3	127940
DPWS Senior Professional Staff -	
Senior 1	
Year 1	133181
Year 2	135805
Senior 2	
Year 1	138814
Year 2	141793
Senior 3	
Year 1	144883
Year 2	146501
DPWS Project Staff	
Grade 1	
Year 1	79044
Year 2	80364
Grade 2	
Year 1	85521
Year 2	87986
Grade 3	
Year 1	90696
Year 2	93397
Grade 4	
Year 1	96102
DPWS Senior Management	
Grade 1	
Year 1	158823
Year 2	166831

Grade 2 - Year 1 Year 2	174829 182838
DPWS Staff -	
General Scale 1 General Scale HSC 19 yrs General Scale 2 or age 20 General Scale 3 or age 21 General Scale 4 General Scale 5 General Scale 6 General Scale 7 General Scale 8 General Scale 9 General Scale 10 * Personal	37421 42400 45257 48775 50109 52223 53173 54496 56510 58558 60717 62502
Grade 1 - Year 1 Year 2	64060 65944
Grade 2 - Year 1 Year 2	67789 69642
Grade 3 - Year 1 Year 2	71621 73784
Grade 4 - Year 1 Year 2	76085 78421
Grade 5 - Year 1 Year 2	84546 87218
Grade 6 - Year 1 Year 2	90632 93285
Grade 7 - Year 1 Year 2	96085 98960
Grade 8 - Year 1 Year 2	103076 106358
Grade 9 - Year 1 Year 2	109525 112602
Grade 10 - Year 1 Year 2	117208 120694
Grade 11 - Year 1 Year 2	126677 132049
Grade 12 - Year 1 Year 2	140319 146501

DPWS Technical Staff (A)	
General Scale 1 or 16 years	31024
General Scale 2 or 17 years	35205
General Scale 3 or 18 years	37421
General Scale 4 or 20 years	42400
General Scale 5 or 21 years	45257
General Scale 6	48775
General Scale 7	50109
General Scale 8	52223
General Scale 9	53173
General Scale 10	54496
General Scale 11	56510
General Scale 12	58558
General Scale 13	60717
General Scale 14	62502
Grade I -	
Year 1	65278
Year 2	67113
Year 3	68963
Year 4	70301
Year 5	72371
Grade II -	
Year 1	76085
Year 2	77628
Year 3	79001
Year 4	80690
Grade III -	
Year 1	86205
DPWS Senior Technical (A) -	
Senior I -	
Year 1	84546
Year 2	86205
Year 3	88860
Senior II -	
Year 1	91507
Year 2	94123
Senior III -	
Year 1	98003
Senior Officer -	
Grade 1 -	
Year 1	163646
Year 2	176182
Grade 2 -	
Year 1	179130
Year 2	191625
Grade 3 -	
Year 1	197973
Year 2	217126

Crown Employees (Department of Finance, Services and Innovation- Waste Assets Management Corporation)
Salaried Staff Award 2012

WAMC OFFICER

Grade	Year	1.7.18 Per annum 2.50% \$
WAMC Officer General Scale	1	37588
WAMC Officer General Scale	2	45465
WAMC Officer General Scale	3	48999
WAMC Officer General Scale	4	50339
WAMC Officer General Scale	5	52471
WAMC Officer General Scale	6	53421
WAMC Officer General Scale	7	54745
WAMC Officer General Scale	8	56770
WAMC Officer General Scale	9	58826
WAMC Officer General Scale	10	60998
WAMC Officer Grade 1	1	64358
	2	66252
WAMC Officer Grade 2	1	68097
	2	69967
WAMC Officer Grade 3	1	71950
	2	74118
WAMC Officer Grade 4	1	76434
	2	82585
WAMC Officer Grade 5	1	84936
	2	87613
WAMC Officer Grade 6	1	91046
	2	93718
WAMC Officer Grade 7	1	96524
	2	99408
WAMC Officer Grade 8	1	103551
	2	106842
WAMC Officer Grade 9	1	110030
	2	113119
WAMC Officer Grade 10	1	117742
	2	121248
WAMC Officer Grade 11	1	127258
	2	132654
WAMC Officer Grade 12	1	140961
	2	147171

WAMC SENIOR OFFICER

Grade	Year	Per annum 1.7.18 \$
WAMC Senior Officer Grade 1	1	164679
	2	177442
WAMC Senior Officer Grade 2	1	180444
	2	193165
WAMC Senior Officer Grade 3	1	199631
	2	219138

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Food Safety Officers		
Classification and Grades	Common Salary Points	1.7.18 Per annum 2.50% \$
Grade 1, Year 1	-	64128
Year 2	-	65964
Year 3	55	68707
Grade 2, Year 1	-	72857
Year 2	-	79229
Year 3	82	89406
Grade 3, Year 1	-	96199
Year 2	-	99648
Year 3	98	104918
Grade 4, Year 1	-	109559
Year 2	-	113348
Year 3	111	119061
Grade 5, Year 1	116	124965
Year 2	120	130262
Grade 6, Year 1	126	138421
Year 2	130	144521

Crown Employees (General Assistants in Schools - Department of Education) Award

General Assistants in Schools - Department of Education and Training		
Classification and Grades	Common Salary Points	1.7.18 Per annum 2.50% \$
Full-time Permanent - Junior	-	
On employment		34311
After 12 months or at 20 years	-	44113
Adult		
Year 1	19	49016
Year 2	20	49431
Year 3	22	50367
Year 4	23	51522
Year 5	25	52456
Part-time Permanent (up to 35.5 hpw)		1.7.18 Per hour 2.50% \$
Junior		
On employment		19.03
After 12 months or at 20 years		24.47
Adult		27.95
Full-time (38 hpw) Temporary - Unloaded Junior		17.32
On employment		
After 12 months or at 20 years		22.25
Adult		24.7
Full-time Temporary - Loaded Junior		
On employment		18.76
After 12 months or at 20 years		24.08
Adult		26.81

Part-time Temporary (up to 35.5 hpw) Unloaded Junior On employment After 12 months or at 20 years Adult		19.03 24.47 27.95
Loaded Junior On employment After 12 months or at 20 years Adult		20.63 26.52 30.26

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Rank	Annualised Salary from the first full pay period on or after 1.7.2018 2.50% \$
General Manager	193625
Superintendent	177664
Manager Security	163349
Deputy Superintendent	152175

Crown Employees (General Staff - Salaries) Award 2007

General Staff - Salaries		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Corrective Services NSW Canteen Worker	9	41825
Community Liaison Officer/Aboriginal Community Liaison Officer,	57	
Department of Education and Training (DET)		69962
Year 1		
Year 2		72783
Year 3		75055
Year 4		77363
Farm Foreman, DET		
Grade A		
1st year	39	59411
2nd year	41	60574
3rd year	43	61655
Grade B		
1st year	45	62717
2nd year	47	63863
3rd year	51	66198
Maintenance Officer, DET		
1st year	24	52028
2nd - 7th year	25	52456
8th year	26	52882
Matrons and Sub-Matrons, DET		
Matron		
1st year	45	62717
Thereafter	46	63199
Sub-Matron		
1st year	39	59411
Thereafter	40	59901

Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	55747
Years 4 - 6	34	56726
Year 7	35	57185
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		24296
Aged 17 (60% of Grade 1, Yr 1)		29155
Aged 18 (70% of Grade 1, Yr 1)		34014
Aged 19 (80% of Grade 1, Yr 1)		38873
Aged 20 (90% of Grade 1, Yr)		43734
Grade 1		
1st year	18	48592
2nd year	22	50367
3rd year	25	52456
4th year	29	54311
5th year	32	55747
Grade 2		
1st year	34	56726
2nd year	36	57767
3rd year	37	58319
4th year	39	59411
Grade 3		
1st year	46	63199
2nd year	52	66871
Field Services Staff, DIPNR Field Supervisor		
1st year	48	64393
2nd year	51	66198
3rd year	53	67443
4th year	55	68707
5th year	58	70652
Field Service Manager, Years 1-3 only Other locations (not specified)		
1st year	66	76580
2nd year	67	77363
3rd year	69	78824
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.		
4th year	75	83403
Regional Field Services Manager	83	90278
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	72054
Grade II	61	72783
Grade III	65	75686
Grade IV	73	81920
Grade V	77	85043
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	75686
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)		
Year 1	69	78824
Year 2	70	79602

Assistant Education Officers, Powerhouse Museum	43	61655
	47	63863
House Officer, Powerhouse Museum	43	61655
	44	62113
Museum Officer, Powerhouse Museum	18	48592
	19	49015
	20	49431
	21	49901
	23	51522
Photographer Grade 1 - Years 1-3 (various agencies)		
1st year	39	59411
2nd year	41	60574
3rd year	43	61655
Grade 2*		
1st year	49	65056
2nd year	51	66198
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)		
Photographers Grade 3** Years 1-3		
1st year	63	74333
2nd year	65	75686
3rd year	69	78824
**Grade 3 requirements in Sch A of award		
Photographic Assistant	22	50367
	23	51522
	25	52456
	26	52882
Preparator, Powerhouse Museum Grade I - Years 1-3	45	62717
	48	64393
	51	66198
Grade II - Years 1-2	55	68707
	59	71391
Senior Preparator, Powerhouse Museum	63	74333
	65	75686
Stores Officer, Powerhouse Museum Grade 1	31	55212
	33	56198
Grade 2	34	56726
	35	57185
Grade 3	36	57767
	37	58319
Grade 4	39	59411
	41	60574
Transport Officer, Powerhouse Museum	47	63863
	49	65056
Field Assistant, Dept of Mineral Resources Year 1	26	52882
Year 2	28	53758
Year 3	31	55212
Year 4	32	55747
Year 5	34	56726
Regional Mining Officer, Dept of Mineral Resources	58	70652
	61	72783
	64	75055
	67	77363

Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75 79 82 85	83403 86721 89406 92026
Craftsman/Framer, Art Gallery	32	55747
Gallery Services Officer, Art Gallery	18 20	48592 49431
Supervisor, Gallery Services Officers, Art Gallery	23	51522
Senior Gallery Services Officer	43 45 47 49	61655 62717 63863 65056
Installation Officer, Art Gallery	26 29 32	52882 54311 55747
Senior Installation Officer, Art Gallery	32 35	55747 57185
Display Technician, Art Gallery Grade 1	45 48 51	62717 64393 66198
Grade 2	55 59	68707 71391
Senior Display Technician	63 65	74333 75686
Bar Manager, Police Academy	34	56726
Building Manager, NSW Police	60 61 63	72054 72783 74333
Driving Instructor, NSW Police College	68 69 72	77929 78824 81081
General Assistant, NSW Police College	19 20 22 23 25	49015 49431 50367 51522 52456
Groom, Mounted Police	16 18	46937 48592
Maintenance Attendant, Goulburn Police College	22	50367
Senior Basement Attendant, Police Headquarters	29 31 32 34	54311 55212 55747 56726
Storeman/Attendant, Police Headquarters	17	48119
Uniform Fitter and Advisory Officer, NSW Police	37	58319
Police Armourer Year 1 Year 2 Year 3 Year 4	51 55 58 59	66198 68707 70652 71391
General Assistant, State Library	23	51522
Photographic Operator, State Library	23 26	51522 52882

Museum Assistant, Historic Houses Trust Grade 1 Years 1 to 4	20	49431	
	21	49901	
	25	52456	
	27	53307	
	Grade 2, Years 1 to 5	30	54775
		31	55212
		34	56726
		35	57185
	36	57767	
Museum Guide, Historic Houses Trust Years 1 to 6	28	53758	
	30	54775	
	32	55747	
	34	56726	
	36	57767	
	39	59411	
Chief Guide, Historic Houses Trust	48	64393	
	51	66198	
Entrance Attendant, Royal Botanic Gardens	30	54775	
Herbarium Assistants, Royal Botanic Gardens Grade 1	18	48592	
	22	50367	
	25	52456	
	29	54311	
	32	55747	
	Grade 2	34	56726
		36	57767
		37	58319
		39	59411
Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	58319	
Centre Supervisor, State Sports Centre	40	59901	
Events Technical Officer, State Sports Centre	58	70652	
Maintenance Officer, State Sports Centre	55	68707	
Facilities Manager, State Sports Centre	111	119061	
Assistant Facilities Manager, State Sports Centre	67	77363	
General Assistant, WorkCover	19	49015	
	20	49431	
	22	50367	
	23	51522	
	25	52456	
Day Attendant, Australian Museum	18	48592	
	19	49015	
	20	49431	
	21	49901	
	23	51522	
Preparator Australian Museum Assistant Preparator (55)	29	54311	
	34	56726	
	39	59411	
	43	61655	
Cadet Preparator (56)	21	49901	
	25	52456	
Chief Preparator	82	89406	
	84	91072	

Preparator (57) Grade I	46	63199
	49	65056
	52	66871
	56	69350
	60	72054
Grade II	63	74333
	65	75686
Senior Preparator	30	54775
Cleaner/Messenger/Courtkeeper - Sheriff's Office, Attorney-General's Dept	27	53307
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	25	52456
Courtkeeper/Cleaner and Messenger Bathurst, Attorney-General's Dept	25	52456
Courtkeeper/Cleaner and Messenger	25	52456
Queanbeyan, (Local Court), Attorney-General's Dept Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	48119
	18	48592
	20	49431
	22	50367
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	51522
Property Inspector, Public Trust Office	64	75055
	67	77363
	69	78824
	73	81920

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Classification and Grades	1.7.18 Per annum 2.50% \$
Horticultural/Trades Officer	
Level One	46401
Level Two Year 1	51522
Level Two Year thereafter	52882
Level Three Year 1	54775
Level Three Year thereafter	56726
Level Four Year 1	58803
Level Four Year thereafter	60574
Level Five Year 1	62717
Level Five Year thereafter	64393
Level Six Year 1	66198
Level Six Year thereafter	68032
Level Seven Year 1	69962
Level Seven Year thereafter	72054
Level Eight Year 1	74333
Level Eight Year thereafter	77363
Level Nine Year 1	80396
Level Nine Year thereafter	83403
Level Ten Year 1	86033
Level Ten Year thereafter	88450
Level Eleven Year 1	95736
Level Eleven Year thereafter	101684

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Table 1 - Rates of Pay

Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50%
Interpreting/Translating Officer		
Year 1	49	65056
Year 2	56	69350
Year 3	63	74333
Interpreter/Translator		
Year 1	56	69350
Year 2	63	74333
Year 3	70	79602
Year 4	76	84322
Year 5	81	88450
Senior Interpreter/Translator		
Year 1	84	91072
Year 2	87	93848
Year 3	91	97616

Table 2 - Casual Rates of Pay

Casual Interpreter	1.7.18
Year 1	
Base Hourly Rate (Unloaded)	37.96
Hourly Rate (Base + 20% + 34.5%)	58.66
Base Overtime Rate (Base + 34.5%)	51.08
Year 2	
Base Hourly Rate (Unloaded)	40.71
Hourly Rate (Base + 20% + 34.5%)	62.89
Base Overtime Rate (Base + 34.5%)	54.76
Year 3	
Base Hourly Rate (Unloaded)	43.59
Hourly Rate (Base + 20% + 34.5%)	67.31
Base Overtime Rate (Base + 34.5%)	58.63
Year 4	
Base Hourly Rate (Unloaded)	46.18
Hourly Rate (Base + 20% + 34.5%)	71.34
Base Overtime Rate (Base + 34.5%)	62.1
Year 5	
Base Hourly Rate (Unloaded)	48.41
Hourly Rate (Base + 20% + 34.5%)	74.8
Base Overtime Rate (Base + 34.5%)	65.12
Casual Translator	
Year 1	
Standard Document Translation	29.33
Non Standard Document Translation	
First 200 words or part thereof	58.66
Then 100 words thereafter or part thereof	29.33
Editing	
First 200 words or part thereof	44.00
Then 100 words thereafter or part thereof	22.00
Proof Reading	
First 200 words or part thereof	29.33
Then 100 words thereafter or part thereof	14.66
Checking	

First 200 words or part thereof	44.00
Then 100 words thereafter or part thereof	22.00
Year 2	
Standard Document Translation	31.45
Non Standard Document Translation	
First 200 words or part thereof	62.89
Then 100 words thereafter or part thereof	31.45
Editing	
First 200 words or part thereof	47.18
Then 100 words thereafter or part thereof	23.58
Proof Reading	
First 200 words or part thereof	31.45
Then 100 words thereafter or part thereof	15.71
Checking	
First 200 words or part thereof	47.18
Then 100 words thereafter or part thereof	23.58
Year 3	
Standard Document Translation	33.67
Non Standard Document Translation	
First 200 words or part thereof	67.31
Then 100 words thereafter or part thereof	33.67
Editing	
First 200 words or part thereof	50.49
Then 100 words thereafter or part thereof	25.26
Proof Reading	
First 200 words or part thereof	33.67
Then 100 words thereafter or part thereof	16.84
Checking	
First 200 words or part thereof	50.49
Then 100 words thereafter or part thereof	25.26
Year 4	
Standard Document Translation	35.68
Non Standard Document Translation	
First 200 words or part thereof	71.34
Then 100 words thereafter or part thereof	35.68
Editing	
First 200 words or part thereof	53.49
Then 100 words thereafter or part thereof	26.76
Proof Reading	
First 200 words or part thereof	35.68
Then 100 words thereafter or part thereof	17.82
Checking	
First 200 words or part thereof	53.49
Then 100 words thereafter or part thereof	26.76
Year 5	
Standard Document Translation	37.44
Non Standard Document Translation	
First 200 words or part thereof	74.79
Then 100 words thereafter or part thereof	37.44
Editing	
First 200 words or part thereof	56.13
Then 100 words thereafter or part thereof	28.05
Proof Reading	
First 200 words or part thereof	37.44
Then 100 words thereafter or part thereof	18.72
Checking	
First 200 words or part thereof	56.13
Then 100 words thereafter or part thereof	28.05

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016

Jenolan Caves Reserve Trust Officers	
Classification and Grades	1.7.18 Per annum 2.50% \$
Administration Officer	59172
Administration Officer (Special)	61325
Business Development Manager	111083
Caretaker Jenolan Cottages	56932
Manager Caving Operations	89406
Director	161707
Guide - Grade 1	56932
Guide - Grade 2	59172
Maintenance Officer	53685
Karst Resources Officer	85421
Senior Finance Officer	94778
Guide - Grade 3	63581
System Administrator/Finance Officer	85421
Team Leader - Electrical	74015
Team Leader - Maintenance	74015
Trades Officer	61325
Trades Officer - Electrical (W/ends)	69822
Visitor Services Officer (Tickers - PT)*	56932
*Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate	

Crown Employees - Legal Officers (Crown Solicitors Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2016

Legal Officers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	66198
2nd year of service	55	68707
3rd year of service	58	70652
4th year of service	61	72783
5th year of service	65	75686
Grade II		
1st year of service	73	81920
2nd year of service	78	86033
3rd year of service	84	91072
4th year of service	89	95736
5th year of service	93	99554
Grade III		
1st year of service	98	104918
2nd year of service	101	108044
3rd year of service	105	112212
Grade IV		
1st year of service	112	120223
2nd year of service	114	122537
Grade V		
1st year of service	119	128857
2nd year of service	121	131382

Grade VI		
1st year of service	126	138421
2nd year of service	128	141338

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Classification and Grades	Salary Point	1.7.18 Per annum 2.50% \$
Librarians and Archivists		
Grade 1		
Year 1	46	63199
Year 2	52	66871
Year 3	58	70652
Year 4	64	75055
Year 5	69	78824
Year 6	74	82571
Grade 2		
Year 1	78	86033
Year 2	82	89406
Year 3	87	93848
Year 4	91	97616
Grade 3		
Year 1	96	102749
Year 2	99	105925
Year 3	103	110083
Year 4	107	114481
Grade 4		
Year 1	110	117909
Year 2	113	121379
Year 3	116	124965
Year 4	119	128857
Grade 5		
Year 1	122	132495
Year 2	125	136935
Year 3	128	141338
Year 4	-	146134
Library Assistant		
Year 1	20	49431
Year 2	25	52456
Year 3	32	55747
Year 4	40	59901
Year 5	44	62113
Library Technician		
Grade 1		
Year 1	46	63199
Year 2	52	66871
Year 3	58	70652
Year 4	64	75055
Grade 2		
Year 1	75	83403
Year 2	78	86033
Year 3	82	89406
Year 4	87	93848

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Classification	Grade	Year	1.7.18 Per annum 2.50%
LHI Officer	1	1	53669
		2	56061
		3	57449
LHI Officer	2	1	58978
		2	59564
		3	62143
LHI Officer	3	1	63184
		2	64961
		3	67112
LHI Officer	4	1	69061
		2	72340
		3	75110
LHI Officer	5	1	76707
		2	78899
		3	83477
LHI Officer	5A	1	83478
		2	85926
		3	96378
		4	100276
		5	103374
		6	106802
LHI Officer	6	1	85926
		2	96378
		3	100276
LHI Officer	7	1	103374
		2	106802
		3	113630
LHI Officer	8	1	116926
		2	122583
		3	127661
LHI Senior Officer	1	1	141123
		2	147222

Crown Employees (NSW Department of Family and Community Services - Community Services Division)
After Hours Service Award 2016

After Hour Service	1.7.18 Per day 2.50% \$
Monday 5.00 pm to Saturday 9.00 am	104.38
Saturday 9.00 am to Sunday 9.00 am	156.57
Sunday 9.00 am to Monday 9.00 am	156.57
Public Holiday	156.57
Other Rates and Allowances Disturbance Rate	31.27

Crown Employees (NSW Department of Finance and Services - Graphic Service Operators) Award

Classification	Common Salary Point	1.7.18 Per annum 2.50% \$
Graphic Service Operator Class 2		
Commencing Salary	46	63199
After completion of stage 1 training	49	65056
After completion of stage 2 training	52	66871
After completion of stage 3 training	55	68707
Graphic Service Operator Class 1		
Commencing Salary	58	70652
After completion of stage 1 training	61	72783
After completion of stage 2 training	64	75055
After completion of stage 3 training	67	77363
After completion of stage 4 training	75	83403
After completion of stage 5 training	78	86033
Graphic Services Operator - Shift Supervisor		
Commencement salary	88	94782
Year 2	91	97616
Year 3	95	101684
Year 4	98	104918

Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award

Casino Inspectors		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Preliminary Training Rates - Inspectors		
Inspector - 1st Year of Service	64	75055
Inspector - 2nd Year of Service	67	77363
Inspector - 3rd Year of Service	75	83403
Thereafter	78	86033
Salary Rates - Inspectors		
Inspector - 1st Year of Service		97574
Inspector - 2nd Year of Service		100569
Inspector - 3rd Year of Service		108424
Thereafter		111844
Preliminary Training Rates - Supervising Inspectors		
Supervising Inspector - 1st year of Service	88	94782
Supervising Inspector - 2nd year of Service	91	97616
Supervising Inspector - 3rd year of Service	95	101684
Thereafter	98	104918
Salary Rates - Supervising Inspector		
Supervising Inspector - 1st year of Service	-	123217
Supervising Inspector - 2nd year of Service	-	126901
Supervising Inspector - 3rd year of Service	-	132191
Thereafter	-	136393

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Domestic Services Officers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Domestic Services Officers (A) Full Time (Old Classifications)		
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth cook, General Services Officer Grade 1	17	48119
Level 2 Cook 1, 2 and 3, Butcher, Kitchen Supervisor, General Services Officer Grade 2, General Services Officer Grade 3, Security Officer Grade 1	23	51522
Level 3 Security Officer Grade 2, Assistant House Supervisor Supervisor, Security Officer Grade 3	31	55212
Level 4 House Supervisor	44	62113
Level 5 Manager Catering and Accommodation	70	79602
Apprentice Cook (Per week)		
1st Year	-	510.51
2nd Year	-	673.88
3rd Year	-	833.49
4th Year	-	975.55
Other Rates and Allowances		
Qualification Commercial Cookery Trade Course Stage I (per annum)		895.86
Qualification Commercial Cookery Trade Course Stage II and III (per annum)		1798
Broken Shift (per day)	-	15.13

Crown Employees (NSW Department of Justice) Exhibition Project Managers and Officers) Australian Museum Award

Exhibition Project Managers and Project Officers Australian Museum		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Exhibition Project Officer		
Skill Level 1	46	63199
Skill Level 2	52	66871
Skill Level 3	58	70652
Skill Level 4	64	75055
Skill Level 5	67	77363
Skill Level 6	78	86033
Skill Level 7	83	90278
Skill Level 8	88	94782
Exhibition Project Manager		
Year 1	95	101684
Year 2	98	104918
Year 3	102	109078

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Fisheries Staff		
Administrative and Clerical Officers	Common Salary Point	1.7.18 Per annum 2.50% \$
General Scale		
Year 1	9	41825
Year 2	17	48119
Year 3	25	52456
Year 4	32	55747
Year 5	40	59901
Clerical Officers - Grade 1/2		
Year 1	9	41825
Year 2	17	48119
Year 3	25	52456
Year 4	32	55747
Year 5	40	59901
Fisheries Officers - Grade 1		
Year 1	52	66871
Grade 2		
Year 1	58	70652
Year 2	64	75055
Grade 3		
Year 1	64	75055
Year 2	67	77363
District Fisheries Officer		
Year 1	78	86033
Year 2	85	92026
Supervising Fisheries Officer		
Year 1	101	108044
Year 2	104	111082
Clause 4 (i)(a) Fisheries Officers receive a salary loading of 13.7%		
Fisheries Scientific Technicians		
Grade 1		
Year 1	-	46192
Year 2	-	49296
Year 3	-	52456
Year 4	-	55520
Year 5	-	58630
Year 6	-	61734
Grade 2		
Year 1	-	64218
Year 2	-	67594
Year 3	-	70977
Grade 3		
Year 1	-	74355
Year 2	-	78184
Year 3	-	84318
Grade 4		
Year 1	-	85846
Year 2	-	88437
Year 3	-	91072
Grade 5		
Year 1	-	94412
Year 2	-	97792
Year 3	-	101684

Fisheries Maintenance Technician		
Grade 1		
Year 1	-	46192
Year 2	-	49296
Year 3	-	52456
Year 4	-	55520
Year 5	-	58630
Year 6	-	61734
Grade 2		
Year 1	-	64218
Year 2	-	67594
Year 3	-	70977
Grade 3		
Year 1	-	74355
Year 2	-	78184
Year 3	-	84318
Grade 4		
Year 1	-	85846
Year 2	-	88437
Year 3	-	91072
Grade 5		
Year 1	-	94412
Year 2	-	97792
Year 3	-	101684
Fish Hatchery Staff		
Assistant Manager		
Year 1	-	64218
Year 2	-	67594
Year 3	-	70979
Manager		
Year 1	-	74355
Year 2	-	78184
Year 3	-	84322
Clause 4 (i)(c) Fish Hatchery Staff receive a salary loading of 11.05%		
Senior Manager		
Year 1	-	150164
Year 2	-	164667
Other Rates and Allowances		
Brief Description		
Regional Dive Coordinator		2142
Regional Dive Officer		1503

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Geoscientists		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Geoscientists		
Grade I		
1st year of service	47	63863
2nd year of service	51	66198
3rd year of service	57	69962
4th year of service	64	75055
5th year of service	71	80396
6th year of service and thereafter	77	85043

Grade II		
1st year of service	82	89406
2nd year of service	85	92026
3rd year of service	89	95736
4th year of service and thereafter	94	100624
Senior		
1st year of service	97	103783
2nd year of service	99	105925
3rd year of service	102	109078
4th year of service and thereafter	105	112212
Principal		
1st year of service	111	119061
2nd year of service and thereafter	114	122537
Assistant Director, Geological Survey		
1st year of service	119	128857
2nd year of service	124	135444
3rd year of service and thereafter	128	141338

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Land Information Officers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Land Information Officer Level 1		
Year 1	20	49431
Year 2	27	53307
Year 3	36	57767
Year 4	46	63199
Land Information Officer Level 2		
Year 1	52	66871
Year 2	57	69962
Year 3	62	73469
Land Information Officer Level 3		
Year 1	67	77363
Year 2	71	80396
Year 3	75	83403
Year 4	78	86033
Land Information Officer Level 4		
Year 1	82	89406
Year 2	85	92026
Year 3	88	94782
Land Information Officer Level 5		
Year 1	91	97616
Year 2	94	100624
Year 3	98	104918
Land Information Officer Level 6		
Year 1	101	108044
Year 2	105	112212
Year 3	108	115617
Year 4	111	119061
Land Information Officer Level 7		
Year 1	116	124965
Year 2	120	130262
Year 3	126	138421
Year 4	130	144521

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

	1.7.18 Per annum 2.50% \$
Staff Administered by Local Office Coordinator	
Full Allowance - Up to three staff Up to six staff Up to ten staff More than ten staff	2487 3727 4971 7458
Partial Allowance - Up to three staff Up to six staff Up to ten staff More than ten staff	1242 1862 2487 3729

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Classification and Grades	Classification and Grade	Common Salary Point	1.7.18 Per annum 2.50% \$
Inspector Grade 1 Mine Safety Officer Inspector (Information and Analysis) Inspector (Mining) Inspector (Environment)	Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Level 9	50 57 63 69 75 80 92 102 112	65688 69962 74333 78824 83403 87663 98519 109078 120223
Inspector Grade 2 - Inspector (Review, Enforcement and Systems) Inspector (Environment) Inspector (Mining) Mine Safety Officer	Level 1 Level 2 Level 3 Level 4 Level 5 Level 6	- - - - - -	136877 141478 145977 149649 154628 158432
Inspector Grade 3 - Inspector (Management and/or Systems) Inspector (Mining) Inspector (Environment)	Level 1 Level 2 Level 3 Level 4 Level 5		174644 181113 188181 195151 202123
Inspector Grade 4- Regional Manager Grade 4 Assistant Director Deputy Chief Inspector Grade 4	Level 1 Level 2		204860 212451

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Operational Staff		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Junior Under 17 at 17 years	- -	35701 43349
Grade 1 Step 1 Step 2 Step 3 Step 4	- 26 29 33	50996 52882 54311 56198
Grade 2 Step 1 Step 2 Step 3 Step 4	36 39 43 46	57767 59411 61655 63199
Grade 3 Step 1 Step 2 Step 3	46 50 53	63199 65688 67443
Grade 4 Step 1 Step 2 Step 3	56 60 63	69350 72054 74333
Grade 5 Step 1 Step 2 Step 3	63 66 70	74333 76580 79602
Grade 6 Step 1 Step 2 Step 3	73 76 80	81920 84322 87663
Apprentices Full-time (Weekly Rate) Year 1 Year 2 Year 3 Year 4	- - - -	510.7 673.9 858.5 975.6
Chokage, etc.(per day), allowance per day or part thereof	-	9.54
Maintenance Operator - Licence and Registration Allowances (Per annum) Electricians Licence A Grade B Grade Registration Allowance (a) Plumber's Licence (b) Gasfitter's Licence (c) Drainer's Licence (d) Plumber's/Gasfitter's Licence (e) Gasfitter's/Drainer's Licence (f) Plumber's/Drainer's Licence (g) Plumber's/Gasfitter's/Drainer's Licence Leading Hand Allowance	- - - - - - - - - - -	2656 1428 1999 2625 2625 2265 3502 3502 3502 4835 2315
Broken Shift (per day)	-	14.74
Occupational First Aid Per week)	-	26.2
First Aid Allowance (per week)	-	17.59

Refrigeration Allowance (per annum)	-	701.03
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Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award

Casual Guide Lecturers - Museum of Applied Arts and Sciences		
Classification		1.7.18 Per hour 2.5% \$
Casual Guide Lecturer		46.77

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Professional Officers		
Classification and Grades	Salary Class	1.7.18 Per annum 2.50% \$
Grade 1		
Year 1	46	63199
Year 2	50	65688
Year 3	56	69350
Year 4	64	75055
Year 5	70	79602
Year 6	76	84322
Grade 2		
Year 1	81	88450
Year 2	84	91072
Year 3	87	93848
Year 4	91	97616
Grade 3		
Year 1	95	101684
Year 2	98	104918
Year 3	100	107007
Year 4	103	110083
Grade 4		
Year 1	107	114481
Year 2	110	117909
Year 3	113	121379
Grade 5		
Year 1	116	124965
Year 2	118	127460
Grade 6		
Year 1	121	131382
Year 2	124	135444
Grade 7		
Year 1	127	139873
Year 2	130	144521
Grade 8		
Year 1	132	151580
Year 2	133	159218
Grade 9		
Year 1	134	167275
Year 2	135	175741
OIC Veterinary Laboratory Allowance		7458

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade 1, Year 1	29	54311
Grade 1, Year 2	33	56198
Grade 1, Year 3	37	58319
Grade 2, Year 1	42	61050
Grade 2, Year 2	50	65688
Grade 2, Year 3	56	69350
Grade 3, Year 1	62	73469
Grade 3, Year 2	70	79602
Grade 3, Year 3	74	82571
Grade 4, Year 1	78	86033
Grade 4, Year 2	81	88450
Grade 5, Year 1	85	92026
Grade 5, Year 2	88	94782
Grade 6, Year 1	95	101684
Grade 6, Year 2	98	104918
Grade 7, Year 1	100	107007
Grade 7, Year 2	103	110083
Grade 8, Year 1	107	114481
Grade 8, Year 2	110	117909
Grade 8, Year 3	113	121379
Allowances		
One person crossing relief allowance	-	5823
One person crossing telephone allowance	-	2877

Crown Employees (NSW Department of Justice) State Library Security Staff Award

Security Staff - State Library	
Classification	1.7.18 Per annum 2.50% \$
1st year of service	66176
2nd year of service	68535
3rd year of service	70478
4th year of service	72600

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Technical Staff		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Technical Assistant - Junior		
Under 17	n/a	26442
Age 17	n/a	31729
Age 18	n/a	37018
Age 19	n/a	42309
Age 20	n/a	47596

Grade 1		
1st Year	26	52882
2nd Year	29	54311
3rd Year and thereafter	33	56198
Grade 2		
1st Year	36	57767
2nd Year and thereafter	39	59411
Grade 3		
1st Year	43	61655
2nd Year and thereafter	46	63199
Technical Officer -		
Grade 1		
1st Year	46	63199
2nd Year	50	65688
3rd Year	53	67443
4th Year and thereafter	56	69350
Grade 2		
1st Year	64	75055
2nd Year	67	77363
3rd Year	70	79602
4th Year and thereafter	76	84322
Grade 3		
1st Year	81	88450
2nd Year	84	91072
3rd Year	87	93848
4th Year and thereafter	91	97616
Grade 4		
1st Year	95	101684
2nd Year	98	104918
3rd Year	100	107007
4th Year and thereafter	103	110083
Grade 5		
1st Year	107	114481
2nd Year	110	117909
3rd Year and thereafter	113	121379
Technical Co-ordinator Allowance	-	2839

Crown Employees (NSW Police Administrative Officers and Temporary Employees) Award 2009

Administrative Officer and Temporary Employee Classifications	
Classification and Grades	1.7.18 Per annum 2.50% \$
Armourer, Police	
1st year of service	74333
2nd year of service	75686
3rd year of service	77363
4th year of service and thereafter	78824
Senior Armourer, Police	
1st year of service	82571
2nd year of service	84322
3rd year of service and thereafter	86721
Administrative and Clerical Clerks General Scale	30601
Clerks General Scale step 1	
Clerks General Scale step 2	34727
Clerks General Scale step 3	36912
- 1st year of service or 18 years	

Clerks General Scale step 4 Minimum for: - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate Qualification at 19 years of age	41825
Clerks General Scale step 5 Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	44646
Clerks General Scale step 6 Minimum for employee 21 years of age	48119
Clerks General Scale step 7	49431
Clerks General Scale step 8	51522
Clerks General Scale step 9	52456
Clerks General Scale step 10	53758
Clerks General Scale step 11	55747
Clerks General Scale step 12	57767
Clerks General Scale step 13	59901
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	62462
Grade 1 1st year of service	63199
Thereafter	65056
Grade 2 1st year of service	66871
Thereafter	68707
Grade 3 1st year of service	70652
Thereafter	72783
Grade 4 1st year of service	75055
Thereafter	77363
Grade 5 1st year of service	83403
Thereafter	86033
Grade 6 1st year of service	89406
Thereafter	92026
Grade 7 1st year of service	94782
Thereafter	97616
Grade 8 1st year of service	101684
Thereafter	104918
Grade 9 1st year of service	108044
Thereafter	111082
Grade 10 1st year of service	115617
Thereafter	119061
Grade 11 1st year of service	124965
Thereafter	130262
Grade 12 1st year of service	138421
Thereafter	144521

Bar Manager, Police College 1st year of service Thereafter	62717 63863
Building Manager (Sydney Police Centre) 1st year of service 2nd year of service	79602 80396
PT Building Manager Allowance	1456
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award	
Clinical Pharmacologist	156899
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate Year 1A Year 1B Year 1C Year 1D Year 1E Year 1F Year 2 Year 3 Year 4	36912 44646 48119 49431 51522 52456 55746 65056 68707
CSO Level 1 - Graduate Year 1A (Any degree) Year 1B (Degree - Computer Sciences) Year 2 Year 3	55747 57767 65062 68707
CSO Level 2 Year 1 Year 2 Year 3	72783 77363 86033
CSO Level 3 Year 1 Year 2 Year 3 Year 4 Year 5 Year 6	89406 92026 94782 97616 101684 104918
CSO Level 4 Year 1 Year 2 Year 3 Year 4	108044 111082 115617 119061
CSO Level 5 Year 1 Year 2	124965 130262
CSO Level 6 Year 1 Year 2	138421 144521
Departmental Professional Officer	
Grade I - 1st year of service 2nd year of service 3rd year of service 4th year of service 5th year of service 6th year of service and thereafter	63199 65688 69350 74333 79602 84322

Grade II -	
1st year of service	88450
2nd year of service	91072
3rd year of service	93848
4th year of service and thereafter	97616
Grade III -	
1st year of service	101684
2nd year of service	104918
3rd year of service	107007
4th year of service and thereafter	111082
Grade IV -	
1st year of service	115617
2nd year of service and thereafter	117909
Grade V -	
1st year of service	122537
2nd year of service and thereafter	124965
Grade VI -	
1st year of service	128857
2nd year of service and thereafter	131382
Grade VII -	
1st year of service	135444
2nd year of service and thereafter	138421
Grade VIII -	
1st year of service	142926
2nd year of service and thereafter	144521
Director of Music (Police Band)	
1st year	86033
2nd year	88450
3rd year	91072
4th year	93848
5th year and thereafter	96685
Loading	
1st year	8604
2nd year	8845
3rd year	9107
4th year	9385
5th year and thereafter	9669
Car Drivers	
Driver/General Assistant	56198
Departmental - Driver/Assistant	59411
Police Executive Driver/Assistant	
1st year and thereafter	59376
All incidence of employment allowance	54943
Clothing Allowance \$600 per annum	
Driving Instructor	
1st year	77929
2nd year	78824
3rd year and thereafter	81081
Engineer	
Grade I Diplamate Experience since Qualifying	
In first year	63199
After one year	65688
After two years	69350
After three years	74333
After four years	79602
After five years	84322
Grade I Graduate Experience Since Qualifying	
In first year	65688
After one year	69350

After two years	74333
After three years	79602
After four years	84322
Grade II	
1st year of service	89406
2nd year of service	92850
3rd year of service	95736
4th year of service and thereafter	98519
Grade III	
1st year of service	103783
2nd year of service	107007
3rd year of service	111082
4th year of service and thereafter	114481
Grade IV	
1st year of service	120223
2nd year of service	123749
3rd year of service and thereafter	126205
Grade V	
1st year of service	131382
2nd year of service and thereafter	133970
Grade VI	
1st year of service	136935
2nd year of service and thereafter	139873
General Assistant (NSW Police Academy)	
1st year	49016
2nd year	49431
3rd year	50367
4th year	51522
5th year and thereafter	52456
Groom, Mounted Police	
1st year	46937
2nd year and there after	48592
Imaging Technician	
1st year	70652
2nd year	72783
3rd year	75055
4th year and thereafter	77363
Interpreters and Translators	
Interpreter/Translator	
Year 1	69350
Year 2	74333
Year 3	79602
Year 4	84322
Year 5	88450
Senior Interpreter/Translator	
Year 1	91072
Year 2	93848
Year 3	97616
Legal Officers	
Grade I	
1st year of service	66198
2nd year of service	68707
3rd year of service	70652
4th year of service	72783
5th year of service	75686

Grade II	
1st year of service	81920
2nd year of service	86033
3rd year of service	91072
4th year of service	95736
5th year of service	99554
Grade III	
1st year of service	104918
2nd year of service	108044
3rd year of service	112212
Grade IV	
1st year of service	120223
2nd year of service	122537
Grade V	
1st year of service	128857
2nd year of service	131382
Grade VI	
1st year of service	138421
2nd year of service	141338
Librarians and Archivists	
Grade 1	
Year 1	63199
Year 2	66871
Year 3	70652
Year 4	75055
Year 5	78824
Year 6	82571
Grade 2	
Year 1	86033
Year 2	89406
Year 3	93848
Year 4	97616
Grade 3	
Year 1	102749
Year 2	105925
Year 3	110083
Year 4	114481
Grade 4	
Year 1	117909
Year 2	121379
Year 3	124965
Year 4	128857
Grade 5	
Year 1	132495
Year 2	136935
Year 3	141338
Year 4	146134
Library Assistant	
Year 1	49431
Year 2	52456
Year 3	55747
Year 4	59901
Year 5	62113
Library Technician	
Grade 1	
Year 1	63199
Year 2	66871
Year 3	70652
Year 4	75055

Grade 2	
Year 1	83403
Year 2	86033
Year 3	89406
Year 4	93848
Maintenance Attendant, Police Academy	50367
Maintenance Officer Trades	75055
Manager Trades	
1st year	104918
2nd year and there after	105925
On call Allowance (per hour)	0.98
Assistant Manager Trades	
1st year	86033
2nd year and there after	87663
On call Allowance (per hour)	0.98
Pathology Exhibit Courier	57767
Photogrammetrist	
General Scale	
1st year	36912
2nd year	44646
3rd year	48119
4th year	49431
5th year	51522
6th year	52456
7th year	53758
8th year	55747
9th year	57767
10th year	59901
11th year	63199
12th year	65056
13th year	66871
14th year	68707
Officer with HSC aged 19 and over paid not less than	41825
Class 1	
1st year	70652
2nd year	72783
3rd year	75055
4th year	77363
Class 2	
1st year	83403
2nd year	86033
Class 3	
1st year	89406
2nd year	92026
Class 4	
1st year	94782
2nd year	97616
Class 5	
1st year	101684
2nd year	104918
Class 6	
1st year	108044
2nd year	111082
Class 7	
1st year	115617
2nd year	119061

Public Relations Officer	
Assistant Publicity Officers	
1st year of service	71391
2nd year of service	73469
Publicity Officers	
1st year of service	78824
2nd year of service	81081
3rd year of service and thereafter	82571
Public Relations Officer	
Grade II	
1st year of service	93848
2nd year of service	95736
3rd year of service and thereafter	97616
Grade I	
1st year of service	110083
2nd year of service	112212
3rd year of service and thereafter	114481
Allowance in lieu of overtime (per annum)	13894
Radio Technician,	
1st year of service	63863
2nd year of service	64393
3rd year of service and thereafter	65688
Radio Technician, Senior	
1st year of service	69962
2nd year of service and thereafter	70652
Scientific Officer	
Grade I	
1st year of service	63199
2nd year of service	65688
3rd year of service	69350
4th year of service	74333
5th year of service	79602
6th year of service and thereafter	84322
Grade II	
1st year of service	88450
2nd year of service	91072
3rd year of service	93848
4th year of service and thereafter	97616
Grade III	
1st year of service	101684
2nd year of service	104918
3rd year of service and thereafter	107007
Grade IV	
1st year of service	112212
2nd year of service	115617
3rd year of service and thereafter	117910
Grade V	
1st year of service	122537
2nd year of service and thereafter	126205
Grade VI	
1st year of service	130262
2nd year of service	133970
Senior Basement Attendant, Police Headquarters	
1st year of service	54311
2nd year of service	55212
3rd year of service	55747
4th year of service and thereafter	56726

Senior Officers	
Grade 1	
Year 1	161707
Year 2	174243
Grade 2	
Year 1	177192
Year 2	189685
Grade 3	
Year 1	196032
Year 2	215186
Stenographers and Machine Operators (Present Occupants Only)	
1st year (up to 17 years)	27416
2nd year (or 17 years)	32544
3rd year (or 18 years)	36912
4th year (or 19 years)	41825
5th year (or 20 years)	44241
6th year (or 21 years)	49016
7th year	50367
8th year	52028
9th year	56198
10th year	57185
11th year	58803
12th year	59901
Grade 1	
1st year	63199
2nd year	65056
Grade 2	
1st year	66871
2nd year	68707
Grade 3	
1st year	70652
2nd year	72783
Storeman Attendant	48119
Stores Officers	
Grade 1	
1st year of service	55212
2nd year of service and thereafter	56198
Grade 2	
1st year of service	56726
2nd year of service and thereafter	57185
Grade 3	
1st year of service	57767
2nd year of service and thereafter	58319
Grade 4	
1st year of service	59411
2nd year of service	60574
3rd year of service and thereafter	60574
Technical Officer	
Grade 1	
1st year of service	64393
2nd year of service	66198
3rd year of service	68032
4th year of service	69350
5th year of service	71391

Grade 2	
1st year of service	75055
2nd year of service	76580
3rd year of service	77929
4th year of service	79602
Grade 3	
1st year of service and thereafter	85043
Senior Technical Officer	
Grade 1	
1st year of service	83403
2nd year of service	85043
3rd year of service	87663
Grade 2	
1st year of service	90278
2nd year of service	92850
Grade 3	96685
Technical Officer, Maintenance Services	88450
Technician	
Class 1	
1st year of service	59901
2nd year of service	61654
Class 2	
1st year of service	65056
2nd year of service	66871
Class 3	
1st year of service	70652
2nd year of service	72054
Class 4	
1st year of service	73469
2nd year of service	74333
Transport Officer	60574
Transport Officer, Mechanical	
Year 1	70652
Year 2	71391
Year 3	72054
Year 4	72783
Uniform Fitter and Advisory Officer	58319
Allowances	
On call allowances (per hour)	0.98
Community Language Allowance Scheme (per annum)	
Base level rate	1413
Higher level rate	2124
Flying Allowance (per hour)	21.28
First Aid Allowance (per annum)	
Holders of basic qualification	910.01
Holders of current occupational first aid certificate	1367.35

Crown Employees (NSW Police Force Communications Officers) Award

Communications Officer - NSW Police Force Classifications	Common Salary Point	1.7.18 Per annum 2.50% \$
Communications Officer		
Trainee	35	57185
1st year	40	59901
2nd year	46	63199
3rd year	49	65056

4th year	55	68707
5th year	58	70652
Senior Communications Officer		
1st year	64	75055
2nd year	67	77363
Shift Co-ordinators		
1st year	75	83403
2nd year	78	86033
3rd year	82	89406
4th year	85	92026
Radio and Communications Operators		
4th year	52	66871
5th year	55	68707

Crown Employees (NSW Police Force Police Band) Award

Special Constables (Police Bands) NSW Police Force		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Bandsperson		
1st year of service	41	60574
2nd year of service	43	61655
3rd year of service	45	62717
4th year of service	47	63863
5th year of service	52	66871
6th year of service and thereafter	54	68032
Senior Special Constable	-	70592
Allowance - Doubling		1123

Crown Employees (NSW Police Force Special Constables) (Security) Award

Special Constables (Security) NSW Police Force	
Classification and Grades	1.7.18 Per week 2.50% \$
Special Constable (Security)	
1st year of service	1013
2nd year of service	1030
3rd year of service and thereafter	1050
Special Constable (Security) First Class	
1st year of service and Thereafter	1068
Senior Special Constable (Security)	
1st year of service	1143
2nd year of service and Thereafter	1169
Special Constable (Security), Field Supervisor	
1st year of service	1308
2nd year of service and Thereafter	1336
Other rates and allowances	
Full time Special Constables (Security) Monday to Friday Shift Allowance	69.08
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	195.16

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority)
 General Award 2015

Environment Officers - Department of Environment and Climate Change New South Wales	
Classification and Grades	1.7.18 Per annum 2.50% \$
Class 1	
1	37269
2	45025
3	49420
4	52441
5	54762
6	57747
7	63813
Class 2	
1	63813
2	65688
3	67431
4	69949
Class 3	
1	67431
2	69949
3	73448
4	75658
Class 4	
1	73448
2	75658
3	78801
4	81896
Class 5	
1	78801
2	81896
3	85024
4	87641
Class 6	
1	85024
2	87641
3	91050
4	93818
Class 7	
1	91050
2	93818
3	96656
4	100598
Class 8	
1	96656
2	100598
3	103752
4	109048
Class 9	
1	103752
2	109048
3	112181
4	115579

Class 10	
1	112181
2	115579
3	120188
4	123712
Class 11	
1	120188
2	123712
3	127416
4	132457
Class 12	
1	127416
2	132457
3	136900
4	139839
Class 13	
1	136900
2	139839
3	144477
4	146638
Class 14	
1	144477
2	146638
3	153429
4	160226
Class 15	
1	153429
2	160226
3	167020
4	173809
Other Rates and Allowances - Brief Description	
AHIS weekly allowance:	
inconvenience and 6 incoming calls after/before normal working hours	481
For each call above 6 incoming calls in an AHIS roster period; not limited	23.5
Extra per public holiday falling on a weekday	147.5
Out of hours disturbance (AHIS Supervising Officers)	47.4

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award 2015

Ranger Classifications	
Classification and Grades	1.7.18 Per annum 2.50% \$
Trainee Rangers	
1st year of service	56605
2nd year of service	57621
3rd year of service	59357
4th year of service	60421
5th year of service	61050
6th year of service	61934
Rangers	
Grade 1	
1st level	61934
2nd level	64370
3rd level	67961
4th level	72839

5th level	80283
6th level	84982
Grade 2	
1st year	86673
2nd year	89247
3rd year	91962
4th year	95661
Senior Ranger 1st year & thereafter	102812
Assistant District Manager	
Grade 1	105875
Grade 2	113297
Grade 3	122456
Grade 4	127648
District Manager	
Grade 1	108856
Grade 2	116677
Grade 3	127648
Grade 4	135647
Grade 5	141623
Project/Research Officer Classification	
Grade 1	
1st year	64141
2nd year	66199
3rd year	72214
4th year	77860
5th year	83465
Grade 2*	
1st year	89406
2nd year	92021
3rd year	94782
Grade 3*	
1st year	99554
2nd year	102749
3rd year	105931
4th year	108041
Grade 4*	
1st year	109075
2nd year	112212
Grade 5	
1st year	117904
2nd year	122905
Grade 6	
1st year	130602
2nd year	131973
* Progression criteria applies	
Project Officer (Aboriginal Positions)	
Grade 1	
1st year	64141
2nd year	66199
3rd year	72214
4th year	77860
5th year	83465
Grade 2*	
1st year	89406
2nd year	92021
3rd year	94782

Grade 3*	
1st year	99554
2nd year	102749
3rd year	105931
4th year	108041
Grade 4*	
1st year	109075
2nd year	112212
Grade 5	
1st year	117904
2nd year	122905
Grade 6	
1st year	130602
2nd year	131973
*Progression criteria applies	
Field Officer Classification	
Field Officer Base Grade 1/2	
Employees Engaged on or after 1 July 2007	
Grade 1	
Year 1	48652
Year 2	49881
Grade 2	
Year 1	51031
Year 2	53411
Field Officer Grade 1/4	
Employees Engaged on or after 1 July 2007	
Grade 1	
1st year	48652
2nd year	49881
Grade 2	
1st year	51031
2nd year	53411
Grade 3 (A)	
1st year	60945
2nd year	62020
Grade 4 (A)	
1st year	63756
2nd year	64906
Field Officer Grade B3/B4	
Employees engaged on or before 30 June 2007	
Grade 3 (B)	
1st year	60945
2nd year	62020
Grade 4 (B)	
1st year	63756
2nd year	64906
Senior Field Officer and Senior Field Officer (Plant)	
Grade 1	
1st year	66349
2nd year	67477
Grade 2	
1st year	68841
2nd year	70282
Field Supervisor	
Classification and Grades	
Grade 1	
1st year	72693
2nd year	74359

Grade 2	
1st year	76025
2nd year	77693
Senior Field Supervisor Classification and Grades	
Grade 1	
1st year	84290
2nd year	86360
Grade 2	
1st year	88433
2nd year	90503

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Professional, Administration and Operational Officers - Sydney Harbour Foreshore Authority		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50%
Professional Officer SHFA		
PO4	-	175751
	-	168965
	-	162037
Hard Barrier		
PO3	-	146973
	128	141338
Hard Barrier		
	124	135444
	-	131497
	117	126204
Hard Barrier		
PO2	115	123749
	-	118969
	108	115617
Hard Barrier		
PO1	-	108947
	97	103783
	94	100622
	90	96685
Hard Barrier		
PO Entry Level	84	91072
	80	87663
	76	84322
	69	78824
	59	71391
Administration Officer SHFA		
AO7	130	144521
	126	138421
	120	130262
	116	124965
Hard Barrier		
AO6	111	119061
	108	115617
	104	111082
Hard Barrier		
AO5	98	104918
	95	101684
	91	97616

Hard Barrier		
AO4	85	92026
	82	89406
	78	86033
Hard Barrier		
AO3	67	77363
	61	72783
Hard Barrier		
AO2	55	68707
	49	65056
Hard Barrier		
AO1	40	59901
	32	55747
	28	53758
Hard Barrier		
AO Entry Level	23	51522
	17	48119
	11	44646
	-	39427
Operational Officer SHFA		
OO4	98	104918
	95	101684
	91	97616
Hard Barrier		
OO3	85	92026
	82	89406
	78	86033
Hard Barrier		
OO2	67	77363
	61	72783
Hard Barrier		
OO1	55	68707
	49	65056
	40	59901
Hard Barrier		
OO Entry Level	32	55747
	28	53758
	23	51522
	17	48119
	11	44646
	-	39427
Control Room Operator SHFA	55	68707

Crown Employees (Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007) Award

Inspectors - WorkCover Authority		
Classification		1.7.18 Per annum 2.50% \$
Inspectorial Stream	Managerial Stream	
Progression Level		
Level 1		97094
Level 2		99752
Level 3		105431
Senior Inspector 1		109551
Senior Inspector 2		110581

Principal Inspector 1	District Coordinator 1	112833
Principal Inspector 2		113890
	District Coordinator 2	115064
Assistant State		119083
Inspector 1		
Assistant State		120203
Inspector 2		
State Inspector 1	Team Coordinator 1	127181
State Inspector 2		128377
	Team Coordinator 2	129697
	State Coordinator 1	133171
	State Coordinator 2	134427
	Team Manager 1	149912
	Team Manager 2	165618

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Classification and Grades		1.7.18 Per annum 2.50% \$
Horticultural Apprentice Year 1	-	28222
Horticultural Apprentice Year 2	-	37630
Horticultural Apprentice Year 3	-	47038
Horticultural Apprentice Year 4	27	53307
Level 1	15	46401
Level 2, Year 1 (Minimum)	23	51522
Level 2, (Maximum)	26	52882
Level 3 Year 1, (Minimum)	30	54775
Level 3, (Maximum)	34	56726
Level 4, Year 1, (Minimum)	38	58803
Level 4, (Maximum)	41	60574
Level 5, Year 1, (Minimum)	45	62717
Level 5, (Maximum)	48	64393
Level 6, Year 1, (Minimum)	51	66198
Level 6, (Maximum)	54	68032
Level 7, Year 1, (Minimum)	57	69962
Level 7, (Maximum)	60	72054
Level 8, Year 1, (Minimum)	63	74333
Level 8, Maximum	67	77363
Level 9, Year 1, (Minimum)	71	80396
Level 9, (Maximum)	75	83403
Level 10, Year 1, (Minimum)	78	86033
Level 10, (Maximum)	81	88450
Level 11, Year 1, (Minimum)	89	95736
Level 11, (Maximum)	95	101684
Level 12, Year 1, (Minimum)	109	116766
Level 12, (Maximum)	112	120223
Level 13, Year 1, (Minimum)	115	123749
Level 13, (Maximum)	118	127460
Level 14, Year 1, (Minimum)	121	131382
Level 14, (Maximum)	124	135444
Level 15, Year 1, (Minimum)	127	139873
Level 15, (Maximum)	130	144521

Crown Employees (Parliament House Conditions of Employment) Award 2015

Allowances	1.7.18 2.50% \$
Allowance in lieu of overtime Sessional Staff Above Clerk Grade 8 (per occasion)	402.15

Crown Employees (Physiotherapists, Occupation Therapists, Speech Pathologists and Music Therapists) Award

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists		
Classification and Grade	Common Salary Point	1.7.18 Per annum 2.50% \$
Physiotherapists -		
Grade 1		
1st year of service	46	63199
2nd year of service	50	65688
3rd year of service	56	69350
4th year of service	63	74333
5th year of service	70	79602
6th year of service	76	84322
7th year of service	81	88450
Grade 2	85	92026
Grade 3	92	98519
Grade 4	95	101684
Grade 5	98	104918
Grade 6	100	107007
Grade 7	103	110083
Occupational Therapists		
Grade 1		
1st year of service	46	63199
2nd year of service	50	65688
3rd year of service	56	69350
4th year of service	63	74333
5th year of service	70	79602
6th year of service	76	84322
7th year of service	81	88450
Grade 2	85	92026
Grade 3	92	98519
Grade 4	95	101684
Grade 5	98	104918
Grade 6	100	107007
Speech Pathologist -		
Grade 1		
1st year of service	46	63199
2nd year of service	50	65688
3rd year of service	56	69350
4th year of service	63	74333
5th year of service	70	79602
6th year of service	76	84322
7th year of service	81	88450
Grade 2	85	92026
Grade 3	92	98519
Grade 4	95	101684
Grade 5	98	104918

Music Therapists		
1st year of service	31	55212
2nd year of service	38	58803
3rd year of service	43	61655
4th year of service	49	65056
5th year of service	54	68032
6th year of service	59	71391
7th year of service	63	74333
Sole Allowance -3(ii)(a)		2659
Part-time Student Unit		
Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)		9.65

Crown Employees (Planning Officers) Award 2016

Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Student Planner		
Year 1	CSP 23	51522
Year 2	CSP 28	53758
Year 3	CSP 32	55747
Year 4	CSP 40	59901
Planning Officer (Professional)		
Level 1(a)		
Year 1	CSP 59	71391
Year 2	CSP 69	78824
Year 3	CSP 76	84322
Year 4	CSP 80	87663
Year 5	CSP 84	91072
Progression/promotion soft barrier (clause 4.7.2)		
Level 1(b)		
Year 1	CSP 90	96685
Year 2	CSP 94	100624
Year 3	CSP 97	103783
Year 4	-	108947
Level 2		
Year 1	CSP 108	115617
Year 2	-	118969
Year 3	CSP115	123749
Level 3		
Year 1	CSP 117	126205
Year 2	-	131497
Year 3	CSP 124	135444
Progression/ promotion soft barrier (clause 4.9.2)		
Year 4	CSP 128	141338
Year 5	-	146973
Level 4		
Year 1	-	162037
Year 2	-	168825
Year 3	-	175751
Level 5		
Year 1	-	185079
Year 2	-	189685

Crown Employees (Psychologists) Award

Classification and Grade	1.7.18 Per annum 2.50% \$
Psychologist - 1st year	66423
2nd year	70018
3rd year	73605
4th year	78093
5th year	82583
6th year	87072
7th year	91560
8th year	95151
9th year and thereafter	98739
Senior Psychologist - 1st year	104127
2nd year	108617
3rd year and thereafter	113102
Specialist Psychologist - 1st year	95151
2nd year	100534
3rd year	105922
4th year	111308
5th year and thereafter	116690
Senior Specialist Psychologist - 1st year	122079
2nd year	125668
3rd year and thereafter	129262
Chief Psychologist - 1st year	135512
Principal Psychologist - 1st year and thereafter	147213
Environmental Allowance (Corrective Services and Juvenile Justice)	3041

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Allowances	1.7.18 2.50% \$
On call allowance	0.98
Community Language Allowance Scheme Base level rate	1413
Higher level rate	2124
Flying Allowance	21.20
First Aid Allowance Holders of basic qualification	910
Holders of current occupational first aid certificate	1367

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Table 1 – Full Time Weekly Wage Rates (Effective from the first full pay period to commence on or after 1 July 2018)

Diploma

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

Classification	1.7.18 Per week 2.50% \$
Trainee Diploma Level	725.50

Skill Level A

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

Highest Year of Schooling Completed	Year 10 1.7.2018	Year 11 1.7.2018	Year 12 1.7.2018
School leaver	320.20	352.70	423.02
Plus 1 year out of school	352.70	423.20	493.60
Plus 2 years	423.20	493.60	572.60
Plus 3 years	493.60	572.60	655.00
Plus 4 years	572.60	655.00	655.00
Plus 5 years or more	655.00	655.00	655.00

Skill Level B

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

Highest Year of Schooling Completed	Year 10 1.7.2018	Year 11 1.7.2018	Year 12 1.7.2018
School leaver	320.20	352.90	410.10
Plus 1 year out of school	352.70	410.10	471.90
Plus 2 years	410.10	471.90	554.30
Plus 3 years	471.90	554.30	631.90
Plus 4 years	554.30	631.90	631.90
Plus 5 years or more	631.90	631.90	631.90

Skill Level C

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

Highest Year of Schooling Completed	Year 10 1.7.2018	Year 11 1.7.2018	Year 12 1.7.2018
School leaver	320.20	352.90	406.40
Plus 1 year out of school	352.90	406.40	457.40
Plus 2 years	406.40	457.40	509.30

Plus 3 years	457.40	509.30	570.10
Plus 4 years	481.60	570.10	570.10
Plus 5 years or more	570.10	570.10	570.10

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

School-Based Traineeships -		
	Year 11 1.7.2018	Year 12 1.7.2018
Year of Schooling	2.5%	2.5%
School based traineeships Skill Levels A, B and C	320.20	357.10

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

Table 2 – Hourly Wage Rates

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

Trainees who have left school:

Diploma

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

Classification	1.7.18 Per hour 2.50% \$
Trainee Diploma Level – part-time	25.90

Skill Level A

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

Highest Year of Schooling Completed	Year 10 1.7.2018	Year 11 1.7.2018	Year 12 1.7.2018
School leaver	11.50	12.60	15.20
Plus 1 year out of school	12.60	15.20	17.60
Plus 2 years	15.20	17.60	20.50
Plus 3 years	17.60	20.50	23.40
Plus 4 years	20.50	23.40	23.40
Plus 5 years or more	23.40	23.40	23.40

Skill Level B

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

Highest Year of Schooling Completed			
	Year 10 1.7.2018	Year 11 1.7.2018	Year 12 1.7.2018
School leaver	11.50	12.60	14.60
Plus 1 year out of school	12.60	14.60	16.90
Plus 2 years	14.60	16.90	19.90
Plus 3 years	16.90	19.90	22.50
Plus 4 years	19.90	22.50	22.50
Plus 5 years or more	22.50	22.50	22.50

Skill Level C

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

Highest Year of Schooling Completed			
	Year 10 1.7.2018	Year 11 1.7.2018	Year 12 1.7.2018
School leaver	11.50	12.60	14.50
Plus 1 year out of school	12.60	14.50	16.40
Plus 2 years	14.50	16.40	18.10
Plus 3 years	16.40	18.10	20.40
Plus 4 years	18.10	20.40	20.40
Plus 5 years or more	20.40	20.40	20.40

School Based Trainees	Year 11 1.7.2018 2.5%	Year 12 1.7.2018 2.5%
Wage Levels A, B and C	11.50	12.60

Skill Levels

Diploma	Skill Level A	Skill Level B	Skill Level C
	Arts Administration Business (Office Administration) Clerical Administrative Skills Communications (Call Centres) Financial Services Information Technology Public Administration Sport and Recreation	Laboratory Operations Horticulture Tourism Operations Retail Operations Hospitality Operations	Rural Skills

Crown Employees (Research Scientists) Award 2007

Research Scientists		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Research Scientist - 1st year of service	86	92850
2nd year of service	91	97616
3rd year of service	96	102749
4th year of service	100	107007
Efficiency Barrier - 5th year of service	105	112212
6th year of service	109	116766
7th year of service	113	121379
Senior Research Scientist - 1st year of service	115	123749
2nd year of service	118	127460
3rd year of service	121	131382
Efficiency Barrier - 4th year of service	124	135444
5th year of service	127	139873
Principal Research Scientist - 1st year of service	130	144521
2nd year of service	-	147827
3rd year of service	-	151580
Senior Principal Research Scientist - 1st year of service	-	162508
2nd year of service	-	174330
Efficiency Barrier - 3rd year of service	-	189183

Crown Employees (Rural Fire Service) Award

RFS Officers

These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.18 Per annum 2.50% \$
RFS Officer Level 1	
Year 1	37413
Year 2	45248
Year 3	48767
Year 4	50101
Year 5	52219
Year 6	53164
Year 7	54482
Year 8	56501
Year 9	58544
Year 10	60705
RFS Officer Level 2	
Year 1	64051
Year 2	65934

RFS Officer Level 3 Year 1 Year 2	67773 69630
RFS Officer Level 4 Year 1 Year 2	71607 73764
RFS Officer Level 5 Year 1 Year 2	76069 78406
RFS Officer Level 6 Year 1 Year 2	84526 87194
RFS Officer Level 7 Year 1 Year 2	90611 93266
RFS Officer Level 8 Year 1 Year 2	96063 98936
RFS Officer Level 9 Year 1 Year 2	103056 106330
RFS Officer Level 10 Year 1 Year 2	109502 112583
RFS Officer Level 11 Year 1 Year 2	117178 120667
RFS Officer Level 12 Year 1 Year 2	126648 132024
RFS Officer Level 13 Year 1 Year 2	140291 146468
RFS Officer Level 14 Year 1 Year 2	163891 176597
RFS Officer Level 15 Year 1 Year 2	179581 192242
RFS Officer Level 16 Year 1 Year 2	198678 218086

RFS Officers (OCC) - These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.18 Per annum 2.50% \$
RFS Officer Level A (OCC Operator) Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8	41825 44646 48119 49431 51522 52456 53758 55746

Year 9	57767
Year 10	59901
RFS Officer Level B (OCC Senior Operator)	
Year 1	63199
Year 2	65056
Year 3	66871
Year 4	68707

Crown Employees (School Administrative and Support Staff) Award

Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officers)
Rates of Pay

1.1 Permanent School Administrative and Support Staff

	1.7.18 Per hour 2.50% \$
School Support Officer	26.63
School Administrative Officer	29.90
School Administrative Manager -	
Level 1	34.58
Level 2	35.53
Level 3	36.54
Level 4	37.65
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	19.02
Following 12 months of service or at age 20	22.49
1st year	27.38
2nd year	27.87
3rd year	29.83
4th year	31.81
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	19.02
Following 12 months of service or at age 20	22.49
1st year	26.39
2nd year	26.88
3rd year	27.38
4th year	27.87

1.2 Long-term Temporary School Administrative and Support Staff

	1.7.18 Per hour 2.50% \$
School Support Officer	28.21
School Administrative Officer	31.62
School Administrative Manager -	
Level 1	36.59
Level 2	37.60
Level 3	38.69
Level 4	39.82

School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	20.08
Following 12 months of service or at age 20	23.79
1st year	29.01
2nd year	29.47
3rd year	31.52
4th year	33.63
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	20.08
Following 12 months of service or at age 20	23.79
1st year	27.96
2nd year	28.43
3rd year	29.01
4th year	29.47

1.3 Short-term Temporary School Administrative and Support Staff

	1.7.18 Per hour 2.50% \$
School Support Officer	30.65
School Administrative Officer	34.40
School Administrative Manager	
Level 1	39.78
Level 2	40.88
Level 3	42.06
Level 4	43.30
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	21.88
Following 12 months of service or at age 20	25.85
1st year	31.50
2nd year	32.05
3rd year	34.33
4th year	36.54
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	21.88
Following 12 months of service or at age 20	25.85
1st year	30.39
2nd year	30.94
3rd year	31.50
4th year	32.05

Schedule 2 - Aboriginal Education Officers - Rates of Pay

(For progression on these rates see subclause 6.3)

2.1 Permanent Aboriginal Education Officer

	1.7.18 Per hour 2.50% \$
Year 1	32.71
Year 2	33.66
Year 3	34.60
Year 4	35.58

2.2 Long-term Temporary Aboriginal Education Officer

	1.7.18 Per hour 2.50% \$
Year 1	34.59
Year 2	35.63
Year 3	36.61
Year 4	37.62

2.3 Short-term Temporary Aboriginal Education Officer

	1.7.18 Per hour 2.50% \$
Year 1	37.62
Year 2	38.72
Year 3	39.8
Year 4	40.89

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Classification	1.7.18 Per annum 2.50% \$
Commissioned Correctional Officers: Senior Assistant Superintendent - 7 day or any 5/7 days	126211
Assistant Superintendent - 7 day or any 5/7 days	118139
Senior Assistant Superintendent - 5 day	119307
Assistant Superintendent - 5 day	111233
Commissioned Industries Officers:	
Regional Business Manager - 5 day	
Year 1	134033
Year 2	137477
Year 3	143379
Year 4	148677
Operations Manager	142632

Manager of Industries Level 1 - 5 day	131612
Manager of Industries Level 2 - Any 5 of 7 days	132165
Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	125258
Manager Business Unit - any 5/7 days	126211
Manager Business Unit - 5 day	119307

Crown Employees (Senior Officers Salaries) Award 2012

Senior Officers	
Classification and Grades	1.7.18 Per annum 2.50%
Grade 1 Year 1 Year 2	161707 174243
Grade 2 Year 1 Year 2	177192 189685
Grade 3 Year 1 Year 2	196032 215186

Crown Employees (Sheriff's Officers) Award

Sheriff's Officers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Chief Inspector Year 2 Year 1	85 82	92026 89406
Inspector Year 2 Year 1	78 75	86033 83403
Sergeant Year 4 Year 3 Year 2 Year 1	67 64 61 58	77363 75055 72783 70652
Sheriff's Officer Year 4 Year 3 Year 2 Year 1	55 52 49 46	68707 66871 65056 63199
Probationary Sheriff's Officer	36	57767

Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2012

Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Operations Communications Centre Senior Team Leader, Clerk Grade 5/6 1st year of service 2nd year of service	75 78	83403 86033

3rd year of service	82	89406
Thereafter	85	92026
Operations Communications Centre Team Leader, Clerk Grade 3/4		
1st year of service	58	70652
2nd year of service	61	72783
3rd year of service	64	75055
Thereafter	67	77363
Operations Communications Centre Call Operator, Clerks General Scale		
Step 1	4	30601
Step 2	6	34727
Step 4	9	41825
Step 5	11	44646
Step 6	17	48119
Step 7	20	49431
Step 8	23	51522
Step 9	25	52456
Step 10	28	53758
Step 11	32	55747
Step 12	36	57767
Step 13	40	59901

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Learning and Development Officers - Full-time, State Emergency Service		
Classification	Common Salary Point	1.7.18 Per annum 2.50% \$
1st year of service	82	89406
2nd year of service	85	92026
3rd year of service	88	94782
Thereafter	91	97616

Crown Employees (State Emergency Service) Region Controllers Award 2012

Region Controllers - State Emergency Services		
Classification	Common Salary Point	1.7.18 Per annum 2.50% \$
Salaries of Full-time Region Controllers		
1st year of service	101	108044
2nd year of service	104	111082
3rd year of service	108	115617
Thereafter	111	119061

Crown Employees (Technical Officers - Treasury) Award

Technical Officers – Treasury	
Classification and Grades	1.7.18 Per annum 2.50%
Technical Officers - Treasury Grade 1	153387 160226 167288 174243

Technical Officers - Treasury Grade 2	177079 184145
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Crown Employees (Tipstaves to Justices) Award 2007

Tipstaff - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
1st year of service	40	59901
2nd year of service	42	61050
3rd year of service	44	62113
Tipstaff to the Chief Justice	46	63199

Crown Employees (Trades Assistants) Award

Trades Assistants	
Classification and Grades	1.7.18 Per week 2.50% \$
Blacksmith's striker	939.7
Cold saw operator	947
Driller (stationary machines)	939.7
Dresser and grinder (portable machines)	956.2
Dresser, shot blast or sand blast - (a) who operates from outside a properly enclosed cabin (b) other	947 987.8
Dogman and/or crane chaser	956.2
Forger's assistant	939.7
Assistant Furnaceperson	947
Hammer driver	947
Heat treater operative	956.2
Machinist second class (Metal Trades)	997.4
Operator of straight line oxy-acetylene Cutting machine	956.2
Pipe fitter	997.4
Rigger and/or splicer (other than construction work)	1030
Rigger and/or splicer (construction work)	1049.3
Spray painter (ironwork) and/or brush hand	956.2
Tool and/or material storeman	987.8
Trades assistant (Metal Trades)	939.7
Trades assistant (Electrical Trades)	965.2
Trades assistant	947
Cupola furnaceperson (foundries)	997.4
Allowances:	
Cold Places per hour	0.81
Confined Spaces per hour	1.01
Dirty Work per hour	0.81
Height Money per hour:	
- At a height of 7.5 m	0.81
- For every additional 3m	0.25
Hot Places per hour:	
- 46C-54C	0.81
- Above 54C	1.01

Insulation Material per hour:	
- Pumice or other recognised insulator	0.81
- Silicate	1.01
Smoke Boxes etc. per hour:	
- Working on repairs to smoke boxes, furnaces etc.	0.52
- Working on repairs inside oil-fired boilers	2.02
Wet Places per hour	0.81
Working on a boat or punt per day	3.14
Working knee deep in mud or water per day	6.43
Acid, furnaces, stills, etc. per hour	4.14
Towers per hour	0.81
Depth money per hour	0.81
Swing Scaffolds:	
- First four hours (fixed rate)	6
- Each hour thereafter	1.22
- Solid plasterers per hour	0.25
Septic Tanks per day	9.66
Distant Places per day:	
- Area re paragraph 4.17.1	1.59
- Area re paragraph 4.17.2	2.57
- Area re paragraph 4.17.3	2.57
Epoxy Materials per hour	1.01
- Applying to air-conditioned buildings per hour	0.71
- Employees in close proximity per hour	0.81
Foundry per hour	0.59
Asbestos Eradication per hour	2.71
First Aid per day	3.55

Taronga Conservation Society Australia Salaried Employees Award

Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Clerks -		
General Scale -		
1st year (up to 18 years)	7	36912
2nd year (or 20 years)	11	44646
3rd year	17	48119
4th year	20	49431
5th year	23	51522
6th year	25	52456
7th year	28	53758
8th year	32	55747
9th year	36	57767
10th year	40	59901
At 19 years + (HSC)	9	41825
Grade 1 -		
1st year	46	63199
2nd year	49	65056
Grade 2 -		
1st year	52	66871
2nd year	55	68707
Grade 3 -		
1st year	58	70652
2nd year	61	72783

Grade 4 - 1st year 2nd year	64 67	75055 77363
Grade 5 - 1st year 2nd year	75 78	83403 86033
Grade 6 - 1st year 2nd year	82 85	89406 92026
Grade 7 - 1st year 2nd year	88 91	94782 97616
Grade 8 - 1st year 2nd year	95 98	101684 104918
Grade 9 - 1st year 2nd year	101 104	108044 111082
Grade 10 - 1st year 2nd year	108 111	115617 119061
Grade 11 - 1st year 2nd year	116 120	124965 130262
Grade 12 - 1st year 2nd year	126 130	138421 144521
Clerical Assistants - 1st year (or under 17 years) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year 9th year	1 3 6 8 9 15 17 20 22	25695 28863 34727 39443 41825 46401 48119 49431 50367
Class 1 - 1st year 2nd year	25 28	52456 53758
Class 2 - 1st year 2nd year	32 35	55747 57185
Class 3 - 1st year 2nd year	37 40	58319 59901
Class 4 - 1st year 2nd year	42 44	61050 62113
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010) Grade 1 Grade 2 Grade 3	25 30 35	52456 54775 57185
Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010) Grade 1 Grade 2	42 45	61050 62717

Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)		
Grade 1	48	64393
Grade 2	50	65688
Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	55	68707
Grade 2	57	69962
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	63	74333
Grade 2	67	77363
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)		
1st Year		25520
2nd Year		30163
3rd Year		34801
4th Year		41764
Gardener (Applies to employees engaged post 1 July 2010)		
Grade 1	15	46401
Grade 2	18	48592
Grade 3	21	49901
Horticulturalist (Applies to employees engaged post 1 July 2010)		
Grade 1		59057
Grade 2		60828
Grade 3		62654
Grade 4		65687
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)		
Grade 1		69744
Grade 2		71837
Grade 3		73992
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	83403
Trainee Keeper -		
Level 1	-	44295
Level 2	-	47246
Level 3	-	50200
Level 4	-	53152
Keeper -		
Level 1	-	59058
Level 2	-	62010
Level 3	-	64962
Level 4	-	67918
Senior Keeper -		
Level 1	-	70869
Level 2	-	76775
Keeping Unit Supervisor -		
Year 1	-	85635
Year 2	-	87407
Year 3	-	89176
Keeper before Jan 06		
Grade 1		
Level 01		55211
Level 02		55746
Level 03		56667
Level 04		57766

Grade 2		75685
Level 01		83401
Level 02		
Gate Receptionists	38	58803
Junior Designer		
Grade 1		50338
Grade 2		52351
Grade 3		54444
Grade 4		56620
Designer		
Grade 1		58319
Grade 2		60940
Grade 3		63683
Grade 4		66551
Grade 5		69543
Senior Designer		
Grade 1		73026
Grade 2		76675
Grade 3		80507
Allowances:		
Casual first aid allowance (per shift)		17.47
Laundry Allowance for staff other than Gate Receptionists (per week)		7.29
Laundry Allowance for Gate Receptionists (per week)		13.15

Agreements and Determinations

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services. Section 130 (1) Determination No: 955 of 2007

Adventure Facilitator	1.7.18 Per annum 2.50%
Year 1	94782
Year 2	97616
Year 3	101684
Year 4	104918

Architects etc. Agreement No. 1733 of 1971

Architects		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade I		
1st year of service	46	63199
2nd year of service	50	65688
3rd year of service	56	69350
4th year of service	63	74333
5th year of service	70	79602
6th year of service and thereafter	76	84322
Grade II		
1st year of service	82	89406
2nd year of service	86	92850
3rd year of service	89	95736
4th year of service and thereafter	92	98519

Grade III		
1st year of service	97	103783
2nd year of service	100	107007
3rd year of service	104	111082
4th year of service and thereafter	107	114481
Grade IV		
1st year of service	112	120223
2nd year of service	115	123749
3rd year of service and thereafter	117	126205
Grade V		
1st year of service	121	131382
2nd year of service and thereafter	123	133970
Grade VI		
1st year of service	125	136935
2nd year of service	127	139873

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of applied Arts and Sciences; Agreement No.2196 of 1975

Artists, Designers, Exhibitions Officers, etc.		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Artists Australian Museum and Museum of Applied Arts and Sciences		
Grade I		
1st year of service	28	53758
2nd year of service	31	55212
3rd year of service	34	56726
4th year of service	37	58319
5th year of service	39	59411
6th year of service	43	61655
7th year of service and thereafter	46	63199
Grade II		
1st year of service	49	65056
2nd year of service	51	66198
3rd year of service and thereafter	53	67443
Grade III		
1st year of service	58	70652
2nd year of service and thereafter	61	72783
Keeper Of Exhibits (Non Graduate)		
Museum of Applied Arts & Sciences		
1st year of service	44	62113
2nd year of Service	47	63863
3rd year of service	51	66198
4th year of service	53	67443
5th year of service	58	70652
6th year of service and thereafter	58	70652
Designers (Exhibitions and Publications)		
1st year of service	37	58319
2nd year of service	39	59411
3rd year of service	42	61050
4th year of service	46	63199
5th year of service	49	65056
6th year of service	51	66198
7th year of service	53	67443

8th year of service	56	69350
9th year of service	60	72054
10th year of service	64	75055
11th year of service	67	77363
12th year of service	71	80396
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service		
On Appointment	77	85043
Exhibitions Officer, Australian Museum		
Grade I		
1st year of service	56	69350
2nd year of service	60	72054
3rd year of service	64	75055
4th year of service	67	77363
5th year of service and thereafter	71	80396
Grade II		
1st year of service	75	83403
2nd year of service	77	85043
Chief, Exhibitions Department Museum of Applied Arts and Sciences		
1st year of service	92	98519

Bandmaster, Department of Corrective Services, Determination No 936 of 2004

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award 2017.

Cadet Conditions and Rates of Pay, Various Departments; Determination No.938 of 2004

Cadet Conditions and Rates of Pay, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Level 1 At 18 years of age	7	36912
Level 1 At 19 years of age with HSC	9	41825
Level 2 Or minimum at 20 years	11	44646
Level 3 Or minimum at 21 years	17	48119
Level 4	20	49431
Level 5	23	51522
Level 6	25	52456
Level 7	28	53758
Level 8	32	55747
Level 9	36	57767
Level 10	40	59901

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers
All Departments Agreement No. 2439 of 1982

Cartographers, Engineering Survey Drafting Officers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
General Scale		
1st year	7	36912
2nd year	11	44646
3rd year	17	48119
4th year	20	49431
5th year	23	51522
6th year	25	52456
7th year	28	53758
8th year	32	55747
9th year	36	57767
10th year	40	59901
11th year	46	63199
12th year	49	65056
13th year	52	66871
14th year	55	68707
Officer with HSC aged 19 and over paid not less than	9	41825
Class 1		
1st year	58	70652
2nd year	61	72783
3rd year	64	75055
4th year	67	77363
Class 2		
1st year	75	83403
2nd year	78	86033
Class 3		
1st year	82	89406
2nd year	85	92026
Class 4		
1st year	88	94782
2nd year	91	97616
Class 5		
1st year	95	101684
2nd year	98	104918
Class 6		
1st year	101	108044
2nd year	104	111082
Class 7		
1st year	108	115617
2nd year	111	119061

Casual Drug Counsellors - Department of Corrective Services Determination No.935 of 2004

Department of Corrective Services	
Classification and Grades	1.7.18 Per annum 2.50% \$
Sessional Specialist HIV/Health Promotion (The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12th in lieu of recreation leave.)	81.05

Environmental Allowance for working within a correctional centre	1.87
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Community Offender Support Program Centres, Department of Corrective Services, Determination No. 965 of 2008

Community Offender Support Program Centres DCS		
Classification and Grades	Common Salary Point No	1.7.18 Per annum 2.50% \$
Throughcare and Placement Officer:		
1st year	88	94782
2nd year	91	97616
3rd year	95	101684
Thereafter	98	104918
Accommodation Support Worker:		
1st year	75	83403
2nd year	78	86033
3rd year	82	89406
Thereafter	85	92026
Assistant Support Worker:		
1st year	46	63199
2nd year	49	65056
3rd year	52	66871
Thereafter	55	68707

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

Computer Operators, All Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Trainee Computer Operator		
At 18 and under	7	36912
At 19	9	41825
At 20	11	44646
At 21	17	48119
Computer Operator - Grade 1		
1st year of service	20	49431
2nd year of service	23	51522
3rd year of service	25	52456
4th year of service and thereafter	28	53758
Computer Operator - Grade 2		
1st year of service	32	55747
2nd year of service	36	57767
3rd year of service and thereafter	40	59901
Senior Computer Operator - Grade 1		
1st year of service	46	63199
2nd year of service	49	65056
3rd year of service	52	66871
4th year of service	55	68707
Senior Computer Operator - Grade 2		
1st year of service	58	70652
2nd year of service	61	72783
3rd year of service	64	75055
4th year of Service	67	77363

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No.968 of 2010

Classification and Grades	1.7.18 Per annum 2.50% \$
Operations Manager - Clerk 11/12 1st year of service 2nd year of service 3rd year of service Thereafter	124965 130262 138421 144521
Assistant Operations Manager - Clerk 9/10 1st year of service 2nd year of service 3rd year of service Thereafter	108044 111082 115617 119061
Senior Case Worker - Clerk 5/6 1st year of service 2nd year of service 3rd year of service Thereafter	83403 86033 89406 92026

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Classification and Grades	1.7.18 Per annum 2.50% \$
Assistant Manager 1st year of service 2nd year of service 3rd year of service Thereafter	99892 102701 106894 110079
Co-ordinator Program Support & Security 1st year of service 2nd year of service 3rd year of service Thereafter	87630 90253 94012 97001
Senior Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	77110 79542 82659 85084
Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	65321 67291 69391 71525

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Classification and Grades	1.7.18 Per annum 2.50% \$
Co-ordinator Program Support & Security 1st year of service 2nd year of service 3rd year of service Thereafter	94782 97616 101684 104918
Senior Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	83403 86033 89406 92026
Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	70652 72783 75055 77363
Mobile Work Camps Allowance (per day)	150.3

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Classification and Grades	1.7.18 Per annum 2.50%
Senior Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	83403 86033 89406 92026
Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	70652 72783 75055 77363

Conditions of Service Team leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Classification and Grades	1.7.18 Per annum 2.50% \$
Team Leader (Administrative and Clerical Officer Grade 7/8) 1st year of service Thereafter	94782 97616
Grade 8 1st year of service Thereafter Allowance	101684 104918 26491

Bail Coordinator (Administrative and Clerical Officer Grade 5/6)	
Grade 5	
1st year of service	83403
Thereafter	86033
Grade 6	
1st year of service	89406
Thereafter	92026
Allowance	23967

Conservators, Cultural Institutions Agreement No.2504 of 1987

Conservators, Cultural Institutions		
Classifications and Grade	Common Salary Point	1.7.18 Per annum 2.50% \$
Assistant Conservator - Class 1		
1st year of service	40	59901
2nd year of service	42	61050
3rd year of service	44	62113
4th year of service	47	63863
5th year of service	49	65056
6th year of service	52	66871
Class 2		
1st year of service	55	68707
2nd year of service	56	69350
3rd year of service	58	70652
Conservator - Grade 1		
1st year of service	62	73469
2nd year of service	64	75055
3rd year of service	66	76580
4th year of service	68	77929
5th year of service	70	79602
Grade 2		
1st year of service	74	82571
2nd year of service	79	86721
3rd year of service	83	90278
4th year of service	87	93848
5th year of service	91	97616
Grade 3		
1st year of service	94	100624
2nd year of service	97	103783
3rd year of service	99	105923
Head Conservator		
1st year of service	105	112212
2nd year of service	108	115617
3rd year of service	110	117909

Coordinators and Directors, Community Justice Centres, Attorney-General's Department Determination No.808 of 1983

Coordinators and Directors, Community Justice Centres - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Co-ordinator	61	72783
Director	104	111082

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No.929 of 2002

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Co-ordinator, Visual Arts	102	109078
Environmental Allowance	-	3041
All Incidents Allowance	-	10460

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Curatorial Staff		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Assistant Curator/Assistant Registrar - Grade I		
1st year of service	40	59901
2nd year of service	46	63199
3rd year of service	51	66198
4th year of service	57	69962
5th year of service and thereafter	62	73469
Assistant Curator/Assistant Registrar - Grade II		
1st year of service	64	75055
2nd year of service	67	77363
3rd year of service	70	79602
4th year of service	73	81920
5th year of service and thereafter	75	83403
Curator/Registrar - Grade I		
1st year of service	77	85043
2nd year of service	82	89406
3rd year of service	86	92850
4th year of service	91	97616
5th year of service and thereafter	95	101684
Curator/Registrar - Grade II		
1st year of service	99	105925
2nd year of service	102	109078
3rd year of service	105	112212
4th year of service	108	115617
5th year of service	110	117909
Senior Curator Senior Registrar	114	122537

Departmental Professional Officers Determination No.866 of 1987

Departmental Professional Officers - All Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade I -		
1st year of service	46	63199
2nd year of service	50	65688
3rd year of service	56	69350
4th year of service	63	74333
5th year of service	70	79602
6th year of service and thereafter	76	84322
Grade II -		
1st year of service	81	88450
2nd year of service	84	91072
3rd year of service	87	93848
4th year of service and thereafter	91	97616
Grade III -		
1st year of service	95	101684
2nd year of service	98	104918
3rd year of service	100	107007
4th year of service and thereafter	104	111082
Grade IV -		
1st year of service	108	115617
2nd year of service and thereafter	110	117909
Grade V -		
1st year of service	114	122537
2nd year of service and thereafter	116	124965
Grade VI -		
1st year of service	119	128857
2nd year of service and thereafter	121	131382
Grade VII -		
1st year of service	124	135444
2nd year of service and thereafter	126	138421
Grade VIII -		
1st year of service	129	142926
2nd year of service and thereafter	130	144521

Department of Transport Officers Employment Conditions Agreement No.2548 of 1998

Transport Officers	
Classification and Grades	1.7.18 Per annum 2.50% \$
Grade I -	
One	48050
Two	49728
Three	51467
Four	53268
Five	55134

Grade 2	
One	55134
Two	57069
Three	59060
Four	61135
Five	63270
Grade 3	
One	63270
Two	65484
Three	67773
Four	70146
Five	72608
Grade 4	
One	72608
Two	75143
Three	77774
Four	80499
Five	83419
Grade 5	
One	83419
Two	86229
Three	89427
Four	92374
Five	95608
Grade 6	
One	95608
Two	98956
Three	102415
Four	105997
Five	109710
Grade 7	
One	109710
Two	113551
Three	117524
Four	121635
Five	125895
Grade 8	
One	125895
Two	130301
Three	138449
Four	144547
Five	149605
Grade 9	
One	149605
Two	157642
Three	165788
Four	171885
Five	176946

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Education Officers, Department of Culture, Sport and Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)		
Classifications and Grade	Common Salary Point	1.7.18 Per annum 2.50% \$
Education Officer - 1st year of service	43	61655
2nd year of service	48	64393
3rd year of service	54	68032
4th year of service	60	72054
5th year of service	66	76580
6th year of service	71	80396
7th year of service	75	83403
8th year of service	79	86721
9th year of service and thereafter	84	91072
Senior Education Officer - 1st year of service	98	104918
2nd year of service and thereafter	101	108044
Allowance after 12 months on the 9th year of service: \$ per annum	-	2855
After a further 12 months: \$ per annum	-	2855

Education Officer Department of Training and Education Co-ordination Determination No.912 of 1996

Education Officer - Department of Education and Training	
Classification and Grades	1.7.18 Per annum 2.50% \$
Education Officer	
Step 1	88971
Step 2	93708
Step 3	98648
Step 4	103600
Special Program Co-ordinator	
Step 1	110943
Step 2	115481
Senior Education Officer	
Step 1	120540
Step 2	123530
Chief Education Officer	134347
Chief Research Officer	134347
Quality Assurance Co-ordinator	141821
Principal Education Officer	150516
Principal Research Officer	150516
Principal Officer	150516
Curriculum Manager	150516

Engineers Agreement No. 1734 of 1971

Engineers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade I Diplomate Experience Since Qualifying		
In first year	46	63199
After one year	50	65688
After two years	56	69350
After three years	63	74333
After four years	70	79602
After five years	76	84322
Grade I Graduate Experience Since Qualifying		
In first year	50	65688
After one year	56	69350
After two years	63	74333
After three years	70	79602
After four years	76	84322
Grade II		
1st year of service	82	89406
2nd year of service	86	92850
3rd year of service	89	95736
4th year of service and thereafter	92	98519
Grade III		
1st year of service	97	103783
2nd year of service	100	107007
3rd year of service	104	111082
4th year of service and thereafter	107	114481
Grade IV		
1st year of service	112	120223
2nd year of service	115	123749
3rd year of service and thereafter	117	126205
Grade V		
1st year of service	121	131382
2nd year of service and thereafter	123	133970
Grade VI		
1st year of service	125	136935
2nd year of service and thereafter	127	139873

Escorts and Travelling Attendants Agreement No.2270 of 1980

Escorts and Travelling Attendants	
Classification and Grades	1.7.18 Per annum 2.50% \$
Travelling Attendant	
1st Year	48847
2nd Year	48847
3rd Year	49314
4th Year	50936
Travelling Attendant (Hourly Rate)	
1st Year	24.64
2nd Year	24.64
3rd Year	24.88
4th Year	25.68

Escorts	
1st Year	58211
2nd Year	58211
3rd Year	58739
4th Year	60722
Rate A Applicable Mon-Fri and all overtime/travelling time/weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths	
1st Year	29.38
2nd Year	29.38
3rd Year	29.64
4th Year	30.61
Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths	
1st Year	40.05
2nd Year	40.05
3rd Year	40.41
4th Year	41.75
Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths	
1st Year	46.7
2nd Year	46.7
rd Year	47.15
4th Year	48.7
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths	
1st Year	66.72
2nd Year	66.72
3rd Year	67.34
4th Year	69.59

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No.2320 of 1981; Gardening Parks and Horticultural and Landscape Staff Agreement No.2266 of 1980; Determination No.767 of 12982

Gardening, Parks and Horticultural and Landscape Staff		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Gardener Tradesman	37	58319
Gardener Experienced	30	54775
Garden Labourer	20	49431
Garden Labourer, 1st class	23	51522
Chief Propagator (Royal Botanical Gardens)	43	61655
Groundsman	33	56198
Horticultural and Landscape Officers:		
Horticultural Assistants -		
1st year of service	33	56198
2nd year of service	36	57767
3rd year of service	38	58803
4th year of service	40	59901
5th year of service	42	61050
6th year of service	44	62113
7th year of service	46	63199
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture		
Ranger	30	54775
Senior Ranger (plus appropriate Leading Hand Allowance)	30	54775

Foreman	61	72783
Foreman Special Grade	65	75686
Superintendent, Centennial Park Supervisor	77	85043
Royal Botanic Gardens and Mount Tomah		
1st year of service	68	77929
2nd year of service	71	80396
3rd year of service	73	81920
Development Officer (Horticulture)	81	88450
	82	89406
	84	91072
Living Collections Registrar	46	63199
Mount Tomah	50	65688
	53	67443
	56	69350

General Division Driver/Assistant etc. Various Departments Agreement No.2478 of 1985

Car Drivers/Assistants		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Car Drivers - Driver/General Assistant	33	56198
Departmental - Driver/Assistant	39	59411
Departmental - Driver/Assistant (in Charge), Public Works Department	43	61655
Ministerial Driver/Assistant		
*Salary Class 52 with allowance to	39	59411
Salary Class 122	80	87663

General Division (Trade Based Groups) Agreement No.2301 of 1980; Amending Agreement 2317 of 1981; Determination No.764 of 1982

General Division (Trade Based Groups) Agreement		
	Common Salary Point	1.7.18 Per annum 2.50% \$
Artificer, Australian Museum and Art Gallery of NSW		
1st year of service	43	61655
2nd year of service and thereafter	45	62717
Clerk of Works - Various Departments		
1st year of service	68	77929
2nd year of service	70	79602
3rd year of service	73	81920
4th year of service	75	83403
5th year of service and thereafter	77	85043
(Provided that in respect of officers appointed after 10th December, 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW*or a qualification deemed by the Industrial Authority to be appropriate and equivalent). (*Agencies are advised to check with TAFE institutes with regard to course qualifications)		
Deputy Senior Electrical Inspector, All Departments		
1st year of service	78	86033
2nd year of service	80	87663

Electrical Foreman, Various		
Grade 2	64	75055
Grade 3	68	75055
Grade 5	77	85043
Electrical Inspectors, Various		
1st year of service	75	83403
2nd year of service	77	85043
Estimator, Various Departments		
1st year of service	68	77929
2nd year of service	70	79602
Fitter Operators, Various		
On appointment	51	66198
(i) NSW Electrician's Licence		54.30
(ii) Department of Industrial Relations First Class Refrigeration Certificate		17.18
(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		9.14
(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		17.19
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College		17.19
Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of his duties.		
Food and Beverage Controller		
(S.C. 53) 1st year		59411
(S.C. 57) 2nd year		61050
Food School Assistant		
(S.C. 23) 1st year		48592
(S.C. 24) 4th year		49015
(S.C. 26) 7th year		49431
Foreman Electrical		
Grade 2 (T83)	64	75055
Grade 3 (T96)	68	78013
Grade 5 (T126)	77	85043
Other than Electrical -		
Grade 1 (T59)	57	69962
Grade 2 (T72)	61	72783
Grade 3 (T85)	65	75686
Grade 4 (T111)	73	81920
Grade 5 (T125)	77	85043
Assistant Mechanical Foreman -(T72)	61	72783
Property and Maintenance Officer, Youth And Community Services		
1st year of service	77	85043
2nd year of service and thereafter	80	87663
Property Inspector, Public Trust Office		
1st year of service	64	75055
2nd year of service	67	77363
3rd year of service	69	78824
4th year of service and thereafter	73	81920
Radio Technician, Police		
1st year of service	47	63863
2nd year of service	48	64393
3rd year of service and thereafter	50	65688
Scientific Instrument Maker, Various Departments		
1st year of service and thereafter	51	66198

Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	78	86033
Senior Electrical Inspector, Various Departments 1st year of service	83	90278
2nd year of service	85	92026
Senior Estimator, Various Departments	71	80396
Senior Mechanical Inspector 1st year of service	83	90278
2nd year of service and thereafter	85	92026
Senior Radio Technician, Police and Forestry Commission 1st year of service	57	69962
2nd year of service and thereafter	58	70652
Senior Works Supervisors, Various Departments 1st year of service	83	90278
2nd year of service and thereafter	85	92026
Textile Maintenance Officer 1st year	44	62113
2nd year	46	63199
3rd year	47	63863
4th year	49	65056
Works Supervisors, Various Departments 1st year of service	78	86033
2nd year of service and thereafter	80	87663

Glenfield Park School Staff, Department of Education Determination No. 787 of 1983

Department of Education		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Gardener Glenfield Park SSP	27	53307

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Guidance Officers, etc.(Excluding Department of Health)		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
(A) Non-Classified Positions Guidance Officer Department of Industrial Relations; Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW; Research Officer Non-Legally Qualified Law Reform Commission, Attorney General; Psychologist Department of Health NSW, Corrective Services, Family and Community Services; Research Anthropologists Department of Health NSW; Social Anthropologists Department of Health NSW; Youth Counselling Officers Department of Industrial Relations		
1st year of service	43	61655
2nd year of service	48	64393
3rd year of service	54	68032

4th year of service	60	72054
5th year of service	66	76580
6th year of service	71	80396
7th year of service	75	83403
8th year of service	79	86721
9th year of service and thereafter	84	91072
Clinical Psychologist Department of Health, Family and Community Services, Department of Attorney General		
1st year of service	79	86721
2nd year of service	86	92850
3rd year of service	91	97616
4th year of service	96	102749
5th year of service and thereafter	101	108044
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:		
Program Co-ordinator		
1st year of service	101	108044
2nd year of service and thereafter	105	112212
Senior Program Co-ordinator		
1st year of service	105	112212
2nd year of service and thereafter	108	115617
Program Director		
1st year of service	108	115617
2nd year of service and thereafter	110	117909
Project Director Department of Health NSW		
1st year of service	91	97616
2nd year of service and thereafter	96	102749
Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	66	76580
2nd year of service	71	80396
3rd year of service and thereafter	75	83403
Senior Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	79	86721
2nd year of service and thereafter	84	91072
(B) Classified Positions (Group a)		
Senior Guidance Officer, District Guidance Officer, Grade I, Careers Research Officer, Division of Vocational Guidance Services, Department of Industrial Relations, Senior Research Psychologist Department of Health NSW On Appointment		
	101	108044
Group (b)		
Deputy Senior Psychologist, Family and Community Services, Chief Research Psychologist, Department of Health NSW, Senior Research Officer, Senior Psychologist, Corrective Services, District Guidance Officer, Grade II, OIC Research Section, OIC		
Special Section for Handicapped Persons, Division of Vocational Guidance Services, Principal Counsellor, Youth Counselling Service, Department of Industrial Relations On Appointment		
	105	112212
Group (c)		
Senior Clinical Psychologist, Department of Health NSW, and Family and Community Services, Regional Psychologist New England Region, Department of Health NSW, Psychologist In Charge Department of Health NSW On Appointment		
	105	112212
Group (d)		
Chief Guidance Officer Department of Industrial Relations On Appointment		
	110	117909
Chief Psychologist Corrective Services On Appointment		
	114	122537
Assistant Director Division of Vocational Guidance Services, Department of Industrial Relations On Appointment		
	115	123749

Deputy Director, Division of Health Services, Research Department of Health, NSW Principal Clinical Psychologist, Principal Psychologist, Department of Health NSW, Senior Research Consultant (Personal to Dr. J. Kraus) Family and Community Services, Principal Psychologist, Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	130262
Deputy Director, Division Of Vocational Guidance Services, Department of Industrial Relations On Appointment	125	136935

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award 2017 or Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Interpretive Assistants, National Parks and Wildlife Service		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Interpretive Assistants		
Year 1	43	61655
Year 2	47	63863

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments; Agreement No.2369 of 1982

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments		
Classifications	Common Salary Point	1.7.18 Per annum 2.50% \$
Laboratory Attendant (Junior)		
At 16 and under	4	30601
At 17	6	34727
At 18	8	39443
At 19	11	44646
At 20	18	48592
Laboratory Attendant General Scale (Adult)		
1st year of service	24	52028
2nd year of service	26	52882
3rd year of service and thereafter	28	53758
Laboratory Attendant Grade 1 (Adult)		
1st year of service	28	53758
2nd year of service	31	55212
3rd year of service and thereafter	33	56198
Technical Officer (Scientific) Grade 1		
1st year of service	36	57767
2nd year of service	38	58803
3rd year of service	41	60574
4th year of service	43	61655
5th year of service	46	63199
6th year of service and thereafter	50	65688
7th year of service	53	67443
8th year of service and thereafter	56	69350

Technical Officer (Scientific) Grade II		
1st year of service	63	74333
2nd year of service	66	76580
3rd year of service	70	79602
4th year of service	76	84322
Senior Technical Officer (Scientific) Grade 1		
1st year of service	81	88450
2nd year of service	83	90278
3rd year of service and thereafter	84	91072
Senior Technical Officer (Scientific) Grade II		
1st year of service	84	91072
2nd year of service	87	93848
3rd year of service	89	95736
4th year of service	92	98519
5th year of service and thereafter	95	101684
Trainee Technical Officer (Scientific)		
1st year	5	32544
2nd year	7	36912
3rd year	9	41825
4th year	13	45496

Legal Officers, Various Departments Agreement No.2375 of 1982

Legal Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	66198
2nd year of service	55	68707
3rd year of service	58	70652
4th year of service	61	72783
5th year of service	65	75686
Grade II		
1st year of service	73	81920
2nd year of service	78	86033
3rd year of service	84	91072
4th year of service	89	95736
5th year of service	93	99554
Grade III		
1st year of service	98	104918
2nd year of service	101	108044
3rd year of service	105	112212
Grade IV		
1st year of service	112	120223
2nd year of service	114	122537
Grade V		
1st year of service	119	128857
2nd year of service	121	131382
Grade VI		
1st year of service	126	138421
2nd year of service	128	141338

Maintenance Officer State Library of NSW, Determination No.939 of 2004

Maintenance Officer State Library of NSW	
Classification	1.7.18 Per annum 2.50% \$
Maintenance Officer 1st year of service 2nd year of service	63047 66404

Media Monitoring Unit, Premier's Department Agreement No.2546 of 1997

Media Monitors		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Media Monitor, Level 1 1st year of service 2nd year of service 3rd year of service 4th year of service	61 65 69 74	72783 75686 78824 82571
Senior Media Monitor, Level 2 1st year of service 2nd year of service 3rd year of service 4th year of service	78 82 86 89	86033 89406 92850 95736

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No.953 of 2007

Ministerial Drivers		
	Common Salary Point	1.7.18 Per annum 2.50% \$
Ministerial Driver	39	59411
Out of Hours Work Allowance (calculated as 34 hours at ordinary time of base salary)	-	53156

Miscellaneous Professional Officers, Department of Water Resources Agreement No.2535 of 1991

Miscellaneous Professional Officers, Department of Water Resources		
Classification and Grades	Common Salary Points	1.7.18 Per annum 2.50% \$
Cadets/Trainees 1st year of service 2nd year of service 3rd year of service 4th year of service 5th year of service 6th year of service	8 11 17 25 32 37	39443 44646 48119 52456 55747 58319

General Scale		
1st year of service	37	58319
2nd year of service	44	62113
3rd year of service	51	66198
4th year of service	58	70652
5th year of service	64	75055
6th year of service	71	80396
Grade 1		
1st year of service	72	81081
2nd year of service	75	83403
3rd year of service	78	86033
Thereafter	81	88450
Grade 2		
1st year of service	85	92026
Thereafter	87	93848
Grade 3		
1st year of service	90	96685
Thereafter	95	101684
Grade 4		
1st year of service	99	105925
Thereafter	102	109078
Grade 5		
1st year of service	108	115617
Thereafter	111	119061
Grade 6		
1st year of service	116	124965
Thereafter	121	131382

Parliament House, Administrative and Clerical Officers, Determination of the Presiding Officers

Administrative and Clerical Officers, Parliament House		
Classification and Grades	Common Salary Points	1.7.18 Per annum 2.50% \$
Clerks General Scale		
1st year of service or 18	7	36912
2nd year of service min. at 20	11	44646
3rd year of service min. at 21	17	48119
4th year of service	20	49431
5th year of service	23	51522
6th year of service	25	52456
7th year of service	28	53758
8th year of service	32	55747
9th year of service	36	57767
10th year of service	40	59901
Officer with HSC at 19 paid not less than	9	41825
Grade 1 -		
1st year of service	46	63199
Thereafter	49	65056
Grade 2 -		
1st year of service	52	66871
Thereafter	55	68707
Grade 3 -		
1st year of service	58	70652
Thereafter	61	72783

Grade 4 - 1st year of service	64	75055
Thereafter	67	77363
Grade 5 - 1st year of service	75	83403
Thereafter	78	86033
Grade 6 - 1st year of service	82	89406
Thereafter	85	92026
Grade 7 - 1st year of service	88	94782
Thereafter	91	97616
Grade 8 - 1st year of service	95	101684
Thereafter	98	104918
Grade 9 - 1st year of service	101	108044
Thereafter	104	111082
Grade 10 - 1st year of service	108	115617
Thereafter	111	119061
Grade 11 - 1st year of service	116	124965
Thereafter	120	130262
Grade 12 - 1st year of service	126	138421
Thereafter	130	144521

Parliament House, Other Clerical Officers Determinations of the Presiding Officers

Other Clerical Officers, Parliament House		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade 1 - Group A - 1st year of service or under 17	1	25695
2nd year of service or 17	4	30601
3rd year of service or 18	6	34727
Grade 1 - Group B - 1st year of service or under 17	2	27416
2nd year of service or 17	4	30601
3rd year of service	6	34727
Grade 1 - 4th year of service 19	9	41825
5th year of service 20	11	44646
6th year of service	17	48119
7th year of service	20	49431
8th year of service	23	51522
9th year of service	25	52456
10th year of service	28	53758
Grade 1/2 - Group C - 1st year of service or under 17	3	28863
2nd year of service or 17	6	34727
3rd year of service or 18	9	41825

Group D only - Officer with HSC at 19 paid not less than	9	41825
4th year of service or 19	11	44646
5th year of service or 20	17	48119
6th year of service	20	49431
7th year of service	23	51522
8th year of service	25	52456
9th year of service	28	53758
10th year of service	32	55747
11th year of service	36	57767
12th year of service	40	59901
Grade 3 - 1st year of service	46	63199
2nd year of service	49	65056
Grade 3/4 - 1st year of service	46	63199
2nd year of service	49	65056
3rd year of service	52	66871
4th year of service	55	68707
Grade 4 - 1st year of service	52	66871
2nd year of service	55	68707
Grade 5 - 1st year of service	58	70652
2nd year of service	61	72783
Grade 6 - 1st year of service	64	75055
2nd year of service	67	77363
Grade 7 - 1st year of service	75	83403
2nd year of service	78	86033
Grade 8 - 1st year of service	82	89406
2nd year of service	85	92026

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Attendant Staff		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Parliamentary Officer - Attendant, Grade 1 1st year of service	32	55747
2nd year of service	36	57767
Thereafter	40	59901
Grade 2 1st year of service	41	60574
Thereafter	43	61655
Grade 3 1st year of service (Level 1)	46	63199
Thereafter (Level 2)	49	65056
Grade 4	55	68707
Grade 5	61	72783

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)		
1st year	82	89406
2nd year and thereafter	85	92026
**Parliamentary Officer Chef - Grade 3 (Chef)	47	63863
**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	58319
Parliamentary Steward		
1st year	48	64393
2nd year and thereafter	50	65688
Dining Room Supervisor	40	59901
Assistant Dining Room Supervisor	32	55747
**Catering Supervisor (Cafeteria Supervisor)	34	56726
**Catering Supervisor (Room Service Supervisor)	32	55747
Senior Dining Room Attendant/Cleaner	29	54311
Dining Room Attendant/Cleaner	27	53307
Senior Bartender	30	54775
Bartender	-	52005
Kitchen Attendant	27	53307
Kitchen Assistant	-	50295
Stock Clerk -		
1st year	38	58803
2nd year	40	59901
3rd year and thereafter	43	61655
Pantry Supervisor	34	56726
Assistant Pantry Supervisor	30	54775
**Cleaning Supervisor (Foreman Cleaner)	30	54775
**Assistant Cleaning Supervisor		
(Assistant Foreman Cleaner)	-	52005
General Useful	-	50295
Stores Officer		
1st year	-	59411
2nd year and thereafter	-	60574
Housekeeper	-	48912
*Senior Laundry Assistant	-	48470
Laundry Assistant	-	47989
Cleaner	-	47989
**Horticulturalist Grade 2	32	55747
(Gardener - experienced)		
*Attendant/Gatekeeper	-	50295
*Parliament House Security Officer	41	60574
*Position deleted from establishment.		
**Title of position changed - old title appears in brackets.		

Parole Officers, Department of Corrective Services, Industrial Authority Determination

Parole Officers, Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Parole Officer		
Min 3	58	70652
Max 3	61	72783
Min 4	64	75055
Max 4	67	77363
Min 5	75	83403
Max 5	78	86033
Min 6	82	89406
Max 6	85	92026
Unit Leader		
Min 7	88	94782
Max 7	91	97616
Min 8	95	101684
Max 8	98	104918
District Manager 4		
Min 7	88	94782
Max 7	91	97616
Min 8	95	101684
District Manager 3		
Min 8	95	101684
Max 8	98	104918
Min 9	101	108044
Max 9	104	111082
District Manager 2		
Min 9	101	108044
Max 9	104	111082
Min 10	108	115617
Max 10	111	119061
District Manager 1		
Min 10	108	115617
Max 10	111	119061
Min 11	116	124965
Max 11	120	130262

Petty Sessions Officers - Local Courts Administration Determination 741 of 1982

Petty Sessions Officers - Local Courts Administration		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade 1/2		
1st year of service	7	36912
2nd year of service	11	44646
3rd year of service	17	48119
4th year of service	20	49431
5th year of service	23	51522
6th year of service	25	52456
7th year of service	28	53758
8th year of service	32	55747
9th year of service	36	57767
10th year of service	40	59901
Officer with HSC at 19 paid not less than	9	41825
General Scale		
Grade 3		
1st year of service Max 1	49	65056
2nd year of service Min 2	52	66871
Thereafter Max 2	55	68707
Grade 4		
1st year of service Max 3	61	72783
2nd year of service Min 4	64	75055
Thereafter Max 4	67	77363
Grade 5		
1st year of service Max 5	78	86033
2nd year of service Min 6	82	89406
Thereafter Max 6	85	92026
Grade 6		
1st year of service Min 8	95	101684
Thereafter Max 9	104	111082
Grade 7		
1st year of service Min 11	116	124965
Thereafter Min 12	126	138421

Pharmacists Agreement 2441 of 1982

Pharmacists	
Classification and Grade	1.7.18 Per annum 2.50% \$
Pharmacist - Grade 1	
1st year	60478
2nd year	62738
3rd year	66579
4th year	71165
5th year	76101
6th year	80935
7th year	84857
8th year	87589
Pharmacist - Grade 2 After 2 years on maximum	90204
Part-time Pharmacist	48.2

Pharmaceutical Advisor, Pharmaceutical Services Branch 1st year	97995
2nd year	101282
3rd year	104112
4th year	106947
Principal Pharmaceutical Advisor Pharmaceutical Services Branch 1st year	117100
2nd year	120054
Deputy Chief Pharmacist Pharmaceutical Services Branch 1st year	124031
2nd year	127118
Chief Pharmacist Pharmaceutical Services Branch 1st year	136902
2nd year	140116
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service 1st year	117094
2nd year	120055

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008

Psychologists, Community Offender Services - Department of Corrective Services		
Classification and Grades	Common Salary Points	1.7.18 Per annum 2.50% \$
Senior Psychologist Year 1	-	120033
Senior Psychologist Year 2	-	125082
Senior Psychologist Year 3 and thereafter	-	130130
Senior Specialist Psychologist Year 1	-	140229
Senior Specialist Psychologist Year 2	-	144259
Senior Specialist Psychologist Year 3 and thereafter	-	148326
Community Based Incidental Allowance	-	3041

Publicity Officers and Public Relations Officers Agreement No.2126 of 1975

Publicity Officers and Public Relations Officers		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Assistant Publicity Officers 1st year of service	59	71391
2nd year of service	62	73469
Publicity Officers 1st year of service	69	78824
2nd year of service	72	81081
3rd year of service and thereafter	74	82571
Senior Publicity Officers, Dept of Education & Training 1st year of service and thereafter	100	107007

Public Relations Officer		
Grade II		
1st year of service	87	93848
2nd year of service	89	95736
3rd year of service and thereafter	91	97616
Grade I		
1st year of service	103	110083
2nd year of service	105	112212
3rd year of service and thereafter	107	114481
Allowance in lieu of overtime (per annum)	-	12351

Scientific Officers Various Departments Agreement No. 2433 of 1982

Scientific Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade I		
1st year of service	46	63199
2nd year of service	50	65688
3rd year of service	56	69350
4th year of service	63	74333
5th year of service	70	79602
6th year of service and thereafter	76	84322
Grade II		
1st year of service	81	88450
2nd year of service	84	91072
3rd year of service	87	93848
4th year of service and thereafter	91	97616
Grade III		
1st year of service	95	101684
2nd year of service	98	104918
3rd year of service and thereafter	100	107007
Grade IV		
1st year of service	105	112212
2nd year of service	108	115617
3rd year of service and thereafter	110	117909
Grade V		
1st year of service	114	122537
2nd year of service and thereafter	117	126205
Grade VI		
1st year of service	120	130262
2nd year of service	123	133970

Security Officers and Senior Security Officers Various Departments Determination No.768 of 1982

Security Officers and Senior Security Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Security Officer	25	52456
Senior Security Officer	30	54775
Chief Security Controller - Sydney		
1st year	75	83403
2nd year	78	86033

Chief Security Officer - Sydney (S.C. 85) 1st year	60	72054
(S.C. 92) 2nd year	64	75055
Newcastle - (S.C. 80)	57	69962

Social Workers, Various Departments Agreement No.2374 of 1982

Social Workers, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Social Worker, Community Services Consultant		
1st year of service	44	62113
2nd year of service	49	65056
3rd year of service	55	68707
4th year of service	61	72783
5th year of service	67	77363
6th year of service	71	80396
7th year of service	75	83403
8th year of service	79	86721
9th year of service and thereafter	84	91072
Senior Allotment Officer	89	95736
Community Services Officer	96	102749
Social Worker Grade I	89	95736
Senior Social Worker	96	102749
Regional Social Work Adviser		
South Eastern, Orana and Far West and South Western Health Regions	89	95736
Central Western, North Coast, Illawarra and New England Health Regions	96	102749
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	114481

Stores Officers Various Departments Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Stores Officer, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Stores Officers		
Grade 1		
1st year of service	31	55212
2nd year of service and thereafter	33	56198
Grade 2		
1st year of service	34	56726
2nd year of service and thereafter	35	57185
Grade 3		
1st year of service	36	57767
2nd year of service and thereafter	37	58319
Grade 4		
1st year of service	39	59411
2nd year of service	41	60574
3rd year of service and thereafter	41	60574

Stores and Despatch Officer Art Gallery of N.S.W.		
1st year of service	39	59411
2nd year of service	40	59901
3rd year of service and thereafter	41	60574
Drug Checker and Counter Hand Commercial Services Group		
1st year of service	37	58319
2nd year of service and thereafter	38	58803
Area Supervisors Commercial Services Group		
1st year of service	46	63199
2nd year of service and thereafter	48	64393
Second O.I.C. (Other Areas) Commercial Services Group		
1st year of service	37	58319
2nd year of service and thereafter	38	58803
Area Supervisors (Shea's Creek Stores) Despatch Section, Government Supply Department		
1st year of service	52	66871
2nd year of service and thereafter	55	68707
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	49	65056
2nd year of service and thereafter	51	66198
Section O.I.C. (Areas) Commercial Services Group		
1st year of service	41	60574
2nd year of service and thereafter	43	61655
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	39	59411
2nd year of service and thereafter	40	59901
Assistant Inspector of Packing and Quality Control, Commercial Services Group	56	69350
Inspector of Packing and Quality Control, Commercial Services Group	59	71391
Controller of Order Processing, Commercial Services Group	59	71391
Stores Controller, CMA	46	63199
Assistant Stores Controller, CMA	40	59901
Chief Stores Officer, Government Motor Garage		
1st year of service	46	63199
2nd year of service	48	64393
3rd year of service and thereafter	49	65056

Surveyors, Trigonometrical surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade I		
1st year of service	50	65688
2nd year of service	56	69350
3rd year of service	63	74333
4th year of service	70	79602
5th year of service and thereafter	76	84322
Grade II		
1st year of service	82	89406
2nd year of service	86	92850
3rd year of service	89	95736
4th year of service and thereafter	92	98519

Grade III		
1st year of service	97	103783
2nd year of service	100	107007
3rd year of service	104	111082
4th year of service and thereafter	107	114481
Grade IV		
1st year of service	112	120223
2nd year of service	115	123749
3rd year of service and thereafter	117	126205
Grade V		
1st year of service	121	131382
2nd year of service and thereafter	123	133970

Technical Officers (Engineering) Determination No.803 of 1983

Technical Officers (Engineering)		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade 1		
1st year of service	48	64393
2nd year of service	51	66198
3rd year of service	54	68032
4th year of service	56	69350
5th year of service	59	71391
Grade 2		
1st year of service	64	75055
2nd year of service	66	76580
3rd year of service	68	77929
4th year of service	70	79602
Grade 3		
1st year of service and thereafter	77	85043
Senior Technical Officer		
Grade 1		
1st year of service	75	83403
2nd year of service	77	85043
3rd year of service	80	87663
Grade 2		
1st year of service	83	90278
2nd year of service	86	92850
Grade 3		
	90	96685

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technical Surveyors, All Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Assistant Technical Surveyors		
1st year of service	2	27416
2nd year of service	5	32544
3rd year of service	7	36912
4th year of service	11	44646
5th year of service	17	48119
6th year of service	20	49431
7th year of service	23	51522

8th year of service	25	52456
9th year of service	28	53758
10th year of service	32	55746
11th year of service	36	57767
12th year of service	40	59901
13th year of service	46	63199
14th year of service	49	65056
15th year of service	52	66871
16th year of service	55	68707
Officer with HSC at 19 paid not less than	9	41825
Technical Surveyor Grade 1		
1st year of service	58	70652
2nd year of service	61	72783
3rd year of service	64	75055
4th year of service	67	77363
Grade 2		
1st year of service	73	81920
2nd year of service	76	84322
3rd year of service	80	87663
4th year of service	83	90278
Grade 3		
1st year of service	88	94782
2nd year of service	91	97616

Technician (Security Services), Department of Education and Training, Public Service Board Determination, dated 4 February, 1988

Technician (Security Services) - Department of Education and Training		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Grade 1		
Year 1	59	71391
Thereafter	60	72054
Grade 2		
Year 1	62	73469
Thereafter	63	74333
On call allowance	-	269.80

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard) Salaries Agreement No.2418 of 1982

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
Timekeeper and/or Storekeeper		
Grade I		
1st year of service	34	56726
2nd year of service	37	58319
Grade II		
1st year of service	39	59411
2nd year of service	42	61050
Assistant to Supervisory Timekeeper On Appointment	43	61655

Special Grade		
1st year of service	45	62717
2nd year of service	46	63199

Tracers, Various Departments Agreement No.2192 of 1975

Tracers, Various Departments		
Classification and Grades	Common Salary Point	1.7.18 Per annum 2.50% \$
General Scale		
1st year of service or under 17	2	27416
2nd year of service or 17	4	30601
3rd year of service or 18	6	34727
4th year of service or 19	8	39443
5th year of service or 20	10	44241
6th year of service or 21	17	48119
7th year of service	19	49015
8th year of service	23	51522
9th year of service	25	52456
Grade 1		
1st year of service	26	52882
2nd year of service	28	53758
Grade 2		
1st year of service	31	55212
2nd year of service	33	56198
Grade 3		
1st year of service	35	57185
2nd year of service	37	58319
Grade 4		
1st year of service	39	59411
2nd year of service	40	59901

P. KITE, Chief Commissioner.

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**HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS
(STATE) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2018/199544)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salary Rates

PART A

1. Definitions

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

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

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

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

"Union" means the Health Services Union NSW.

2. Classifications

A. Psychologist

(i) Academic and Registration Requirements

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

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

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

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

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

(ii) Characteristics

(a) Tasks

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

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

(b) Judgement and Problem Solving

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

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

(c) Supervision and Independence

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

Psychologists may provide clinical supervision to less experienced Psychologists.

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

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

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

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

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

B. Senior Psychologist

(i) Characteristics and General Features of Duties

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

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

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

(ii) Academic and Registration Requirements

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

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

C. Clinical Psychologist

(i) Academic and Registration Requirements

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

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

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

(ii) Characteristics

(a) Task

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

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

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

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

(b) Judgement and Problem Solving

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

(c) Supervision and Independence

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

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

Clinical Psychologists may work in or lead a multidisciplinary team.

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

(d) Organisational Relationships

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

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

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

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

D. Senior Clinical Psychologist

(i) Characteristics and General Features of Duties

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

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

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

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

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

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

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

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

E. Principal Psychologist

(i) Characteristics and General Features of Duties

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

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

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

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

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

3. Grading Committee

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

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

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

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

4. Conditions of Service

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

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

5. Dispute Resolution

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

6. Savings Provision

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

Subject to satisfactory performance, employees who, as at 27 January 2009, were employed as Psychologists and were enrolled or accepted for enrolment in a post graduate qualification as described at paragraph (i) of

subclause C of clause 2 Classifications, of this Award, shall be reclassified as Clinical Psychologist on successful completion of that qualification.

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2018.
- (ii) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award published 9 February 2018 (382 I.G. 159) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salary Rates

Classification	Rate from ffppoa 01/07/2018 2.5% \$ per annum
PSYCHOLOGISTS	
Psychologist	
1st year of service	66,233
2nd year of service	69,816
3rd year of service	73,394
4th year of service	77,869
5th year of service	82,345
6th year of service	86,820
7th year of service	91,296
8th year of service	94,878
9th year of service & thereafter	98,453
Senior Psychologist	
1st year of service	103,825
2nd year of service	108,303
3rd year of service & thereafter	112,777
Clinical Psychologist	
1st year of service	94,879
2nd year of service	100,244
3rd year of service	105,617
4th year of service	110,989
5th year of service and thereafter	116,356

Senior Clinical Psychologist	
1st year of service	121,729
2nd year of service	125,307
3rd year of service & thereafter	128,889
Principal Clinical Psychologist	
1st year of service and thereafter	146,789
PART-TIME PSYCHOLOGISTS	
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))	
Part-Time Psychologist (per hour)	49.60
(Formula: 5th year rate ÷ 52.17857 ÷ 35 + 10%)	
Part-Time Clinical Psychologist (per hour)	63.60
(Formula: 3rd year rate ÷ 52.17857 ÷ 35 + 10%)	
Part-Time Senior Clinical Psychologist (per hour)	75.50
(Formula: 2nd year rate ÷ 52.17857 ÷ 35 + 10%)	

J. V. MURPHY, Commissioner.

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HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199387 of 2018)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Definitions and Work Level Statements

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

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

Administration Officer -

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

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

Work performed is within established routines, methods and procedures.

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

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

Level 2 - Training of other employees may be required.

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

Requires knowledge of specific procedures and regulations.

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

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

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

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

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

Assist more senior officers in complex tasks or projects.

Work performed under broad supervision but requires some independent action.

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

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

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

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

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

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

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

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

Ability to delegate work to subordinates where appropriate.

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

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

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

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

Ability to manage conflict of resources or priorities.

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

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

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

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

Formulate policies that reflect current and future organisational requirements.

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

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

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

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

2. Salaries and Wages

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

3. Higher Skills

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

4. Conditions of Service

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

NOTES -

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

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after (ffppoa) 1 July 2018 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Administrative Staff (State) Award published 24 November 2017 (382 I.G. 113) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate ffppoa 01/07/2018 2.5% Per Week \$
Telephonist - Level 1	
1st year	916.87
2nd year	934.90
3rd year	975.07
4th year	999.06
5th year	1,042.72
Telephonist - Level 2	
1st year	1,065.80
2nd year	1,089.25
3rd year	1,111.72
Telephonist - Level 3	
1st year	1,135.50
2nd year	1,159.47
Administration Officer - Level 1	
1st year	883.23
2nd year	920.45

3rd year	956.42
4th year	980.09
5th year	1,004.60
Administration Officer - Level 2	
1st year	1,040.17
2nd year	1,076.76
Administration Officer - Level 2A	
1st year	1,097.46
2nd year	1,114.07
Administration Officer - Level 3	
1st year	1,114.07
2nd year	1,150.75
Administration Officer - Level 4	
1st year	1,182.03
2nd year	1,210.51
Administration Officer - Level 5	
1st year	1,248.13
2nd year	1,277.86
Administration Officer - Level 6	
1st year	1,320.71
2nd year	1,353.41

Table 2 - Allowances

Clause No.	Telephonist - Level 1 In-Charge Allowance	Rate from 01/07/2018 Per Shift \$
1	3-5 Staff	8.51
	6-10 Staff	10.56
	Over 10 Staff	18.24
3	Higher Skills	16.81

J. V. MURPHY, Commissioner

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HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199341 of 2018)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

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

"Union" means the Health Services Union NSW.

2. Salaries

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

3. Conditions of Service

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

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

4. Dispute Resolution

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

5. Anti-Discrimination

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

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after (ffppoa) 1 July 2018 and shall remain in force for a period of one year.

- (ii) This Award rescinds and replaces the Health Employees' Computer Staff (State) Award published 24 November 2017 (382 I.G. 119) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate ffppoa 01/07/2018 2.5% Per Annum \$
Computer Manager - Grade 1	
1st year	98,829
2nd year	101,801
3rd year	105,274
4th year	108,230
5th year	112,171
6th year	115,143
Computer Manager - Grade 2	
1st year	112,171
2nd year	115,143
3rd year	121,116
4th year	127,057
Analyst	
1st year	80,960
2nd year	83,492
3rd year	86,864
4th year	89,378
5th year	92,455
6th year and Thereafter	94,957
Senior Analyst	
1st year	98,829
2nd year	101,801
3rd year	105,274
4th year	108,230
5th year	112,171
6th year and Thereafter	115,143
Programming Supervisor	
1st year	92,455
2nd year	94,958
3rd year	98,829
Thereafter	101,801
Programmer	
1st year	65,096
2nd year	68,909
3rd year	73,215
4th year	80,960
5th year	86,864
Thereafter	89,378

Computer Operator - Grade 1	
1st year	48,022
2nd year	49,903
3rd year	51,166
Thereafter	52,436
Computer Operator - Grade 2	
1st year	54,247
2nd year	56,147
Thereafter	58,095
Senior Computer Operator - Grade 1	
1st year	61,648
2nd year	63,169
3rd year	65,096
Thereafter	66,707
Senior Computer Operator - Grade 2	
1st year	68,909
2nd year	70,602
3rd year	73,215
Thereafter	75,242
Field Implementation Officer	
1st year	68,909
2nd year	70,602
3rd year	73,215
4th year	75,242
Trainee Programmer	
1st year	46,672
2nd year	48,022
3rd year	49,903
4th year	51,166
5th year	52,436
6th year	54,247
7th year	56,147
8th year	58,095
9th year	61,648
Network Analyst	
1st year - (per week)	1,377.50
2nd year - (per week)	1,420.14

J. V. MURPHY, Commissioner

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HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199437 of 2018)

Before Commissioner Murphy

3 July 2018

AWARD

Arrangement

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

1. Definitions

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

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

"Ministry" means the Ministry of Health.

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

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

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

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

"Union" means Health Services Union NSW.

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

2. Conditions of Service

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

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

3. Salaries

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

4. Classifications

4.1 Dental Officer Level 1

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

4.2 Dental Officer Level 2

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

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

4.3 Dental Officer Level 3 - Senior Dentist

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

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

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

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

Level 4 - Clinical Stream

Level 4 dental officers are experienced dentists who are:

- (i) widely recognised for their exceptional competence in general dental work and have a proven record for carrying out a broad range of advanced and complex dental procedures.
- (ii) maintain a clinical caseload and provides:

clinical education in the area of expertise through in-service training to under-graduate and/or post-graduate students;

in-service to other dental officers in their clinical specialist area of expertise;

consultation and advice to specialist teams across an area or geographic or clinical network; and

discipline specific professional supervision and leadership either within a facility or across facilities and/or Local Health District(s).

Level 4 - Management Stream

Level 4 dental officers may be appointed as:

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

4.5 Dental Officer Levels 1 - 3 Management Allowances

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

4.6 Specialists

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

4.7 Hospital Specialist

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

4.8 Senior Clinical Specialist

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

4.9 Specialist - Management Allowance

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

4.10 Area Directors of Oral Health Clinical Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Transition Arrangements

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Dental Officers (State) Award published 9 February 2018 (382 I.G. 241) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in the *Health Services Act 1997*, or their successors, assignees or transmittes.

J.V. MURPHY, Commissioner

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HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2018/199330)

Before Commissioner Murphy

3 July 2018

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Salaries

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

3. Grading Committee

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

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

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

4. Conditions of Service

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

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

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

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

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

NOTES -

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

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2018.
- (ii) This Award rescinds and replaces the Health Employees' Engineers (State) Award published 9 February 2018 (382 I.G. 253) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from ffppoa 01/07/2018 2.5% \$ per week
Engineer	
Grade 1	1,400.86
Grade 2	1,501.93
Grade 3	1,601.76
Grade 4	1,702.42
Grade 5	1,852.79
Grade 6	2,003.06
Grade 7	2,327.77

Assistant Engineer	
Grade 1	1,400.86
Grade 2	1,501.93
Grade 3	1,601.76
Grade 4	1,702.42
Grade 5	1,852.79
Grade 6	2,003.06
Maintenance Supervisor (Tradesman)	
Grade 1	1,255.01
Grade 2	1,351.66

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199411 of 2018)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

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

"Interpreter" means a person appointed as such.

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

"Union" means the Health Services Union NSW.

2. Salaries

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

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

- (i) Satisfactory service and a recommendation to the employer:

- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2.

Progression to Interpreter Grade 3 shall be dependent upon -

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

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

3. Conditions of Employment

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

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

4. Dispute Resolution

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

5. Anti-Discrimination

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

- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period (ffppoa) on or after 1 July 2018 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Interpreters' (State) Award 2017 published 24 November 2017 (382 IG 126) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Grades	Rate from ffppoa 01/07/2018 2.5% Per Annum \$
Interpreter - Grade 1	
1st year	47,147
2nd year	48,463
3rd year	50,436
4th year	51,742
Interpreter - Grade 2	
1st year	56,657
2nd year	58,370
3rd year	59,856
4th year	61,400
5th year	62,926
Interpreter - Grade 3	
1st year	65,734
2nd year	67,433

3rd year	69,618
4th year	71,385
Co-ordinator Interpreter Services	
1st year	78,156
2nd year	81,356
3rd year	84,206
4th year	88,290

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199319 of 2018)

Before Commissioner Murphy

3 July 2018

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

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

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

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

"Group 1 Hospitals"

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

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

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

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

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

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

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

"Pharmacist" means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Competency Criteria

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or
- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer; or

- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

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

3. Salaries

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

4. Conditions of Employment

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

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

NOTES -

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

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2018.
- (ii) This Award rescinds and replaces the Health Employees' Pharmacists (State) Award published 9 February 2018 (382 I.G. 283) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classifications	Rate from ffppoa 01/07/2018 2.5% Per Week \$
Graduate Pharmacist Unregistered	1,246.81
Grade 1	
1st year	1,323.68
2nd year	1,414.29

3rd year	1,511.86
4th year	1,686.53
5th year	1,740.96
Grade 2	
1st year	1,872.78
2nd year	1,935.29
3rd year	1,989.22
Grade 3	
Senior Pharmacist	
Director of Pharmacy-Group 5 Hospital	
Deputy Director of Pharmacy-Group 3 Hospital	
1st year	2,207.13
2nd year	2,268.53
Grade 4	
Director of Pharmacy - Group 4 Hospital	
Deputy Director of Pharmacy - Group 2 Hospital	
1st year	2,268.53
2nd year	2,345.50
Grade 5	
Director of Pharmacy - Group 3 Hospital	
Deputy Director of Pharmacy - Group 1 Hospital	
1st year	2,416.85
2nd year	2,477.62
Grade 6	
Director of Pharmacy - Group 2 Hospital	
1st year	2,654.44
2nd year	2,720.65
Grade 7	
Director of Pharmacy - Group 1 Hospital	
Group A - 1st year	2,860.46
Group A - 2nd year	2,929.86
Group B - 1st year	2,998.33
Group B - 2nd year	3,067.52
Fellowship Allowance	42.50

J. V. MURPHY, Commissioner

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HOSPITAL SCIENTISTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199967 of 2018)

Before Commissioner Murphy

3 July 2018

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

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

36	Salary Packaging
37	Reasonable Hours
38	Salary Sacrifice to Superannuation
39	No Extra Claims
40	Area, Incidence and Duration

PART B

Table 1 - Allowances

PART A

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Salaries

Salaries for Hospital Scientists, as defined herein, shall be as set out in the Health Professional and Medical Salaries (State) Award.

3. Grading of Employees

- (i) Grades: Every employee other than Trainee Hospital Scientist shall be classified in one of the grades of Hospital Scientist, Chief/Senior Hospital Scientist, or Principal Hospital Scientist as provided hereunder.
- (ii) Years of Scale-
 - (a) Within each grade employees shall, at all times be classified not lower than the year of scale corresponding to the minimum described hereunder for their respective qualifications and/or duties advanced by:
 - (1) At least one year of scale for each completed year of service in that grade and hospital; and
 - (2) At least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.
 - (b) In determining an employee's classification due allowance also shall be made for any post graduate experience.
- (iii) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.

Bachelor's Degree (3 year course) - 1st year;

Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year;

Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years experience concurrent with or after the last two years of the course - 3rd year;

Master's Degree - 4th year;

Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the employee is engaged.

- (iv) Credentials Committee. A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or the relevant Health Service.
 - (a) The appointment of a new employee as a Senior Hospital Scientist (other than a Senior Hospital Scientist in charge of a laboratory or a section of a laboratory), or a Principal Hospital Scientist.
 - (b) The promotion of an employee from Hospital Scientist to Senior Hospital Scientist.
 - (c) The promotion of an employee from Senior Hospital Scientist to Principal Hospital Scientist.

4. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked from Monday to Friday inclusive and to commence on such days at or after 6 a.m. and before 10 a.m.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 days each employee shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30th June, 1984, working shifts of less than eight hours duration may:
 - (1) continue to work their existing hours each 28 days but spread over 19 days, or
 - (2) with the agreement of the hospital, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regards to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the employer and the Union agree that exceptional circumstances exist in a particular Health Service, an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the

agreement of the employee concerned, accumulate and be taken at a time mutually agreed between the employee and the employer. Provided that the maximum number of days off duty which may accumulated under this subclause shall be three.

- (viii) There shall be no accrual of 0.4 of an hour for each day of ordinary annual leave taken in accordance with subclause (i) of clause 13, Annual Leave, of this Award. However where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.

Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.

- (ix) An employee entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by clause 12, Public Holidays, of this Award, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at the ordinary rates of pay.
- (xiii) There shall be one tea break of twenty minutes duration. This is additional to the meal break provided for in subclause (xii) of this clause.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

4A. Multiple Assignments

(This clause will take effect from 13 August 2018)

- (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 4A(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 4, 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 (i.e. full time) in clause 4 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 4, Hours, and
 - 2. clause 9, 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 1 of clause 8 Permanent Part-Time and 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 1 of clause 8 Permanent Part-Time and Part-Time Employees, and
 - 2. Overtime as prescribed in clause 9, Overtime (including subclauses (v) and (vi)).
- (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 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 12, Public Holidays subclause (iv).

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, 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 1 November 2001

- (k) Where an employee:

1. has elected to receive the benefits set out in Part 2 of clause 8, Permanent Part-Time and 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 1 of clause 8 Permanent Part-Time and 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 2 of clause 8 Permanent Part-Time and 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 2 of clause 8, Permanent Part-Time and 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 2 of clause 8, Permanent Part-Time and 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 (iii)(b) of clause 13, Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under clause 32, 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 14, Long Service Leave.
- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 32, 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 33.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in clause 33A.
- (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 9, 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.

5. Shift Work and Weekend Work

- (i) Subject to the provisions of this clause, employees may be employed on shift work.
- (ii) The ordinary hours of shift workers shall be worked on not more than five days per week and shall not exceed 152 hours per 28 calendar days.
- (iii) As far as practicable, no employee shall be obliged to work shift work against his/her wishes.
- (iv) Senior Hospital Scientists and Principal Hospital Scientists shall not be required to work shift work against their wishes.

- (v) Before shift work is introduced into any section or department of a Health Service, the proposals relating thereto shall be conveyed to the Union and an opportunity given to discuss such proposals with representatives of the Health Service concerned and the employer.
- (vi) Any disputes arising out of the introduction of new shift systems shall be referred to a committee consisting of not more than six members with equal representatives of the employer and the Union.

In the event of no unanimous decision being arrived at, the matter in dispute may be notified to the Industrial Registrar for the consideration of the Public Health Employees (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

- (vii) Work performed by shift workers working during ordinary hours shall be paid at the following rates:
 - (a) on Mondays to Fridays between 8:30 a.m. and 9:00 p.m. at ordinary time rate of pay.
 - (b) On Mondays to Fridays before 8:30 a.m. and after 9:00 p.m. at the rate of time and a half.
 - (c) On Saturdays at the rate of time and a half.
 - (d) On Sundays at the rate of time and three quarters.

Provided that a part-time employee shall not be entitled to be paid in addition the loading prescribed in subclause (ii) of Part 2 of clause 8, Part-Time Employees, of this Award.

Provided further that, positions which prior to 31 August 1988 were covered under the terms of the Hospital Employees Conditions of Employment (State) Award, shall continue to be paid in accordance with provisions of Penalty Rates for Shift Work, Weekend Work and Special Working Conditions, of that Award. Further provided that the provisions of subclauses (iii) and (iv) shall not apply to these positions.

6. Roster of Hours

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

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

Provided further that a roster may be altered at any time to enable the services of the Health Service to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been his/her day off such time worked shall, subject to subclause (vi) of clause 4, Hours, be paid for at overtime rates. Furthermore, where a change in roster hours occurs with less than 24 hours' notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with clause 4, Hours, of this Award, that allocated day off duty is to be shown on the roster of hours for that employee.

7. On-Call

An employee required by the employer to be on-call in any one 24 hour period shall be paid an allowance as set out in Item 1 of table 1, Allowances, for that period or any part thereof, provided that only one allowance shall be paid in any period of 24 hours.

Provided that an on-call roster shall not be introduced by a Health Service without the approval of the employer. Principal Hospital Scientists are excluded from the provisions of this clause.

Provided that this clause shall not apply to positions covered by the Public Hospital Medical Technologists (State) Award, prior to 31 August 1988.

8. Permanent Part-Time and Part-Time Employees

Part 1 - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification.
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two (2) or more than thirty two (32) hours in any full week of seven days, such week to be coincidental with the pay period. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 - Part-Time Employees

- (i) Employees engaged as part-time employees on or before 1 November 2001 are entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause.
- (ii) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this clause, may be employed for not less than eight or more than thirty hours in any full week of seven days, such week to be coincidental with the pay period of each hospital respectively, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof.
- (iii) In an emergency, part-time employees may be allowed to work more than thirty hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of Part 2 of this clause.
- (iv) With respect to employees employed as part-time workers the provisions of clause 4, Hours, subclauses (iv) to (xi) of this Award shall not apply.
- (v) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.

- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vii) With respect to employees employed as part-time workers the provisions of clause 9, Overtime, of this Award, except where provided in subclauses (v) and (vi) of Part 2 of this clause, shall not apply.

9. Overtime

- (i) All time worked by day workers and shift workers in excess of or outside the ordinary hours prescribed by clause 4, Hours, and clause 5, Shift Work and Weekend Work, of this Award, respectively, shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that all time worked on Sundays shall be paid for at double time; provided further that all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (ii) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (viii) An employee recalled to work overtime as prescribed by this subclause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place or work.

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

- (ix) When overtime is necessary it shall wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

For the purposes of assessing overtime each day shall stand alone, provided however, that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

- (x) An employee who works such overtime:
 - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working day, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift;

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

- (xi) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the employer's premises to the employee's home with a maximum payment of one (1) hour.

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

- (xii) The provisions of this clause shall not apply to Principal Hospital Scientists.

10. Meals

- (i) An employee who works authorised overtime shall be paid in addition for such overtime -
 - (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6:00 a.m.;
 - (b) as set out in Item 2 of Table 1, for luncheons when such overtime extends beyond 2:00 p.m. on Saturdays, Sundays or holidays;
 - (c) as set out in Item 2 of the said Table 1, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly or after 7:00 p.m.;

or shall be provided with adequate meals in lieu of payment.

- (ii) The value of payments for meals shall be varied as the equivalent rates are from time to time varied in the Crown Employees (Public Service Condition of Employment) Award.
- (iii) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (iv) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (v) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break.

11. Higher Duties

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification

12. Public Holidays

- (i) Public Holidays shall be allowed to employees on full pay.
- (ii) Where an employee is required to and does work on any of the holidays set out in subclause (iii) of this clause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the weekly rate prescribed by clause 2, Salaries, of this Award, such payment in the case of shift workers to be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday:

Provided that if the employer and the employee so agree, an employee may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (iii) For the purpose of this clause, the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day, and other days proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (iv) Where a public holiday occurs on a shift worker's rostered day off, he/she shall be paid one day's pay in addition to the weekly rate, or if the employer and the employee so agree, have one day added to his period of annual leave.
- (v) An employee who has accrued additional annual leave under subclause (ii) or (iv) of this clause 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.
- (vi) Subclauses (i) and (ii) of this clause shall not apply to part-time employee of this Award but each such employee who is required to work on a public holiday as defined in subclause (iii) of this clause shall be paid at the rate of double time and one-half but such employee shall not be entitled to be paid in addition the loading of 15 per cent prescribed in subclause (i) of clause 8 - Part-Time Employees, of this Award.
- (vii) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Public Holidays" of that Award shall apply.
- (viii) In addition to those public holidays specified in subclause (iii), employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where in each year a day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays specified in the said subclause are proclaimed and observed as half public holidays.

Provided further that in areas where in each year only one half day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday, which otherwise would, as a result of this subclause apply, will be observed.

13. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
 - (ii) Annual leave on full pay shall be granted on completion of each twelve months service as follows:
 - (a) Principal Hospital Scientists - 5 weeks.
 - (b) All other employees - 4 weeks.
 - (iii)
 - (a) This subclause does not apply to part-time employees.
 - (b) Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during the qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) If 35 ordinary shifts on such days have been worked - one week.
 - (2) If less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours leave for 35 such shifts worked.
 - (3) If less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked.
- The calculations referred to above shall be made to the nearest one fifth of the ordinary hours worked, half or more than half of one fifth being regarded as one fifth and less than half being disregarded.
- Provided that an employee, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
- An employee with accrued annual leave pursuant to this subclause 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.
- (c) Provided further that on termination of employment, employees shall be entitled to payment for any untaken leave due under this subclause together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (iv) The annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holidays accrues; provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent of the employee, be postponed for a period not exceeding 18 months.
 - (v) The employer shall give to each employee three months' notice where practicable and not less than one months' notice of the date upon which the employee shall enter upon annual leave.
 - (vi) An employee who is normally employed to work shifts shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he/she had not been on annual leave, provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 12, Public Holidays, of this Award.

- (vii) Credit of time towards an allocated day off duty shall not accrue when an employee is absent on ordinary annual leave in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 4, Hours, of this Award shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclause (ii) of clause 12, Public Holidays, of this Award.
- (viii) Employees shall be entitled to an annual leave loading of 17.5 per centum, or shift penalties as set out in subclause (vi) of this clause, whichever is the greater.

NOTATION: The conditions under when the annual leave loading shall be paid to employees are the same as generally applied through circulars issued by the Ministry of Health, as varied or replaced from time to time.

14. Long Service Leave

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

Employees with at least seven years' service and less than 10 years' service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

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

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

- (ii) For the purposes of subclause (i) of this clause:
 - (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of clause 7.5.1 of the NSW Health Policy Directive PD2017_028 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, except permanent part-time service, as provided for in subclause (ix).

- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
 - (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with section 18.1.3 of the NSW Health Policy Directive 2017_028 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 8, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination under the *Health Services Act 1997*.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to

forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.

- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:
 - (a) An employee who -
 - (1) has had service in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
 - (b) An employee employed -
 - (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in subclause (viii) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

15. Sick Leave

- (i) Full-time employees - a full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service, less any sick leave on full pay already taken subject to the following conditions.
 - (a) All periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer, provided such approval shall not be unreasonably withheld; provided however, that the employer may dispense with the requirement of the medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as to not warrant such requirements.
 - (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.

- (c) An employee shall not be entitled to sick leave until after three months continuous service.
- (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this Award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this Award.
- (e) Employees who are employed at the date of the commencement of this Award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such a date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under subclause (ii) (a) of clause 14, Long Service Leave, of this Award, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
- (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration for the absence.

Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.

- (ii) Part-time employees - A part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of the employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or worker's compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as worker's compensation and full pay. The employee's sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) For the purpose of determining a full-time employee's sick leave credit as at the 1st July 1984, sick leave entitlement shall be proportioned on the basis of 76/80.

16. Payment and Particulars of Salary

- (i) Salaries shall be paid weekly or fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited by the employer in sufficient time to ensure that salaries are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the salaries of such employees are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their days off.

- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, any employee who was given or who has been given notice of termination of employment in accordance with clause 17, Termination of Employment, of this Award, shall be paid all monies due to him/her prior to ceasing duty on the last day

of employment. Where an employee is dismissed or his or her services are terminated without notice in accordance with clause 17, Termination of Employment, of this Award, any moneys due to him or her shall be paid as soon as possible after such dismissal or termination, but in any case, not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement in writing containing the following particulars, namely: name, the amount of ordinary salary, the total hours of overtime worked, if any, other monies paid, and the purpose for which they are paid and the amount of deductions made from the total earnings and the nature thereof.
- (v) Where the retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment

- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

17. Termination of Employment

- (i) During the first three months of employment, employment shall be from week to week. After three months continuous service, employment may be terminated only by twenty eight days' notice given either by the employer or the employee at any time during the week or by payment or forfeiture of twenty eight days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.

- (ii) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.
- (iii) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Termination of Employment", subclause (ii), of that Award, shall apply.

18. Accommodation and Amenities

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

Sanitary conveniences -

- (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees of each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities must be located conveniently to work places, they must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

Washing and Bathing Facilities

- (a) Washing provision by way of basins of suitable impervious material with taps set at 600mm centres with hot and cold water supplied, in proportion of one hot tap and one cold tap for each fifteen employees or part of 15 employees of each sex. Space in front of the wash points shall not be less than 900mm.
- (b) Showers spaced at not less than 900mm and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every twenty persons or part of twenty persons of each sex ceasing work at any one time.

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

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

Change Rooms and Lockers

- (a) Properly constructed and ventilated change rooms equipped with a vented steel locker, at least 300mm wide by 450mm deep and 1800mm high for each employee.
- (b) Floor area not less than 0.56 sq. m. per employee to be accommodated.
- (c) Space between lockers - set up facing one another and not less than 1.5 metres. Traffic ways not less than one metre wide.
- (d) Sufficient seating not less than 260mm wide by 380mm high should be provided.
- (e) Lockers should be set up with at least 150mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys provided.

Dining Room

- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1.0 sq. m. per employee using the meal room at any one time.
- (b) Tables not more than 1.8 m. long, spaced 1.2 m. apart, allowing 0.6 m. of table space per person.
- (c) Chairs or other seating with back rests. Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.

Rest Room

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

- (iv) The above standards shall be the minimum to be included in working drawings approved after 1st December 1976, for new hospitals.
- (v) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

19. Inspection of Lockers of Employees

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

20. Uniform and Laundry Allowance

- (i) Subject to clause (iii) of this clause, sufficient suitable and serviceable uniforms shall be supplied free of cost to each employee required to wear a uniform provided that an employee to whom a new uniform or part of a uniform has been supplied by the employer who, without good reason, fails to return the corresponding article last supplied to him or her, shall not be entitled to have such article replaced without payment thereof at a reasonable price.
- (ii) An employee, on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee an amount per week as set in Item 3 of Table 1, Allowances.
- (iv) If at any hospital the uniform of the employee is not laundered at the expense of the employer, an allowance per week as set in Item 3 of the said Table 1, shall be paid to such employee.
- (v) Each employee whose duties require him/her to work in a hazardous situation shall be supplied with the appropriate protective clothing and equipment.
- (vi) The allowances referred to in subclauses (iii) and (iv) are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.

21. Climatic and Isolation Allowance

- (i) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause but not including places as specified in subclause (ii) of this clause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell, and Bonshaw.
- (ii) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River at Swan Hill (Victoria) and thence to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed in this clause shall be regarded as part of the salary for the purpose of this Award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) A part-time employee shall be entitled to the allowances prescribed in this clause in the same proportion as average hours worked each week bears to 38 ordinary hours.

22. Notice Boards

The hospital shall permit notice boards of reasonable dimensions to be erected in a prominent position upon which the representative of the Union shall be permitted to post Union Notices.

23. Union Representatives

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

24. Exemptions

This Award shall not apply to members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be in the third schedule to the *Health Services Act 1997*.

25. Blood Counts

Every employee who works in close proximity to diagnostic and/or therapeutic X-Ray equipment or any other form of radio-active equipment or substance shall have a blood count carried out free of charge, by the employer at least once in every period of three months including any such period of work.

26. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange to have the matter discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head office of the Union. The dispute will be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.

- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to the committee consisting of not more than six (6) members, with equal representatives of the Union and the Secretary. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively with such recommendation as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (vi) This clause shall not interfere with the rights of either to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

27. Anti-Discrimination

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

NOTES -

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

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

28. Travelling Allowance

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own

vehicle, he/she shall, in lieu, be eligible for an allowance based on the casual rate prescribed by the Crown Employees (Public Service Conditions of Employment) Award, from time to time, for the difference between the distance to his/her normal place of employment and distance to the seconding hospital.

- (ii) An employee who with the approval of the employer, uses on official business a motor vehicle primarily for other than official business, shall be paid the above mentioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the employer, be required to use his/her private vehicle on official business on at least fifty days during any period of twelve months and during that period, aggregate at least 850 kilometres of official running, he shall be paid the official business rate prescribed by the Crown Employees (Public Service Conditions of Employment) Award, at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business -
 - (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than normal place of employment he/she shall be paid the difference between the distance to his/her normal place of employment or seconding hospital and that other clinic, annexe or hospital.
 - (b) shall include other arrangements as agreed to between the employer and the Union from time to time.
 - (c) does not include "call backs".
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

29. General Conditions

An employee required to answer emergency phone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.

Provided that, where an employee is required to answer out of hours telephone calls on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.

30. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee or its chairman or the Industrial Relations Commission of New South Wales for determination of the dispute.

31. Board and Lodging

- (i) Where an employee lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award.
- (ii) Where individual meals only are provided, the employee may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award.
- (iii) No deductions shall be made from the salary of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

32. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

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

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

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

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

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

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

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the

currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(iv) Applications

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

(v) Variation after Commencement of Leave

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

(vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

(iv) Applications

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

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

- (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

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

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

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

(iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
- (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 8, Part 2, in this Award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

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

the employee or employee's spouse is pregnant; or

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

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

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

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

32A. Lactation Breaks

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

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

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

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

A. FACS Leave

(i) FACS Leave - General

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

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

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

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

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

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than

as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or

- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

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

(iv) FACS Leave - entitlement

- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
 - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

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

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

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

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

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

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

was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

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

(vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support

shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

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

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at

the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.

- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 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 (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carer's entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

33A. 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.

34. Mobility, Excess Fares and Travelling

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award.

(iii)

- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the Union prior to notice of changed accustomed place of work being given.
- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary, who will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).

(iv)

- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
- (b) If a reliever incurs fares in excess of \$5.11 per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.11 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 less \$5.11.

This \$5.11 shall be reviewed annually by the employer.

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

35. Labour Flexibility

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

36. 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 PD2016_009 NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 2 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in PD2016_009 NSW Health Services Salary Packaging Policy and Procedure Manual, as amended or replaced from time to time.
- (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 PD2016_009 NSW Health Services Salary Packaging Policy and Procedure Manual, or as amended from time to time.

37. Reasonable Hours

- (i) Subject to subclause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Award.
- (ii) The employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of 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.

38. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 36, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

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

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

39. No Extra Claims

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

40. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Hospital Scientists (State) Award 2017 published 14 December 2018 (383 I.G. 1206) effective 1 July 2017 and all variations thereof.

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

PART B

Table 1 - Allowances

Item No.	Clause No.	Description	Rate from first full pay period on or after 01/07/2018 \$
1	7	On call - per 24 hours or any part thereof	12.20
2	10	Meal Allowance for overtime	
		(a) Breakfast at or before 6.00 a.m.	30.05
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.	30.05
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	30.05
3	20(iii)(iv)	Uniform and Laundry Allowance	
		- Uniform	2.60
		- Laundry	2.70
4	21(i)(ii)	Allowance (per week) for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc. (see clause 21(i))	3.70
		Allowance (per week) for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 21(ii))	7.20

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of employees.

(Case No. 2018/210645)

Before Chief Commissioner Kite

13 July 2018

VARIATION

1. Delete Table in clause 30E (XII) - Traineeship Wage Rates of Part B, Monetary Rates - Table 1 of the Award published 6 October 2017 (381 I.G. 1033), and insert in lieu thereof the following:

CLAUSE 30E (XII) - TRAINEESHIP WAGE RATES

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	323.10	355.80	423.90
Plus 1 year out of school	355.80	423.90	493.30
Plus 2 years	423.90	493.30	574.10
Plus 3 years	493.30	574.10	657.30
Plus 4 years	574.10	657.30	
Plus 5 years or more	657.30		

2. Delete clause 15 (vi)(d) Insurance Value and clause 15 (xiv) Meal Allowance from Table 2 - Allowances in Part B, Monetary Rates and insert in lieu thereof the following:

Clause 15 (vi)(d) Insurance Value	1790.10p.a.	1790.10p.a.	1790.10p.a.
Clause 15(xiv) Meal Allowance	15.45	15.45	15.45

3. This variation shall take effect on and from 13 July 2018 and will have a nominal term coincident with the principle award, 30 June 2020.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of employees.

(Case No. 2018/210645)

Before Chief Commissioner Kite

13 July 2018

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	Anti-discrimination
4.	Definitions
5.	Skill Descriptors
6.	Rates of Pay
7.	Salary System
8.	Use of Skills
9.	Performance Evaluation and Reward
10.	Payment for Relief Duties/Work
11.	Payment of Employees
12.	Annualised Salaries
13.	Salary Sacrifice
14.	Superannuation and Related Arrangements
15.	Allowances, Additional Payments and Expenses
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19.	Overtime
20.	Holidays
21.	Leave Provisions
22.	Flexibility for Work and Family Responsibilities
23.	Phased Retirement
24.	Health and Wellbeing
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26.	Casual Employment
27.	Job Share Employment
28.	Labour Hire
29.	Multiple Employment
30.	Junior and Trainee Employment
31.	Training and Development
32.	Consultative Committees
33.	Appointment and Promotion
34.	Term Contracts
35.	Grievance and Dispute Procedures
36.	Disciplinary Procedures
37.	Work Health and Safety

38. Termination of Employment
39. Workplace Change
40. Termination of Employment due to Redeployment and Redundancy
41. Council Agreements
42. Savings and Transitional
43. Leave Reserved
44. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan
Accommodation to be provided to Employees
Required to Camp Out.

2. Statement of Intent

The parties to the Award are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;
- encourage innovation;
- promote cooperative and open change management processes; and
- promote the health and safety of workers and other people in the workplace.

3. 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* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (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* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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* (NSW);
 - (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* (NSW) 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."

4. Definitions

- (i) Association means the Local Government and Shires Association of New South Wales, which is also known as Local Government NSW (LGNSW).
- (ii) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- (iii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (iv) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Employer means all employers in local government or in the local government industry within NSW that are covered by clause 44, Area, Incidence and Duration of this Award.
- (vii) General Manager shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that a

council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of the council.

- (viii) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:

Saturday, Sunday and shift penalties
hours of work flexibility agreements allowances
adverse working conditions allowances
climatic, west of the line allowances
civil liability allowance
tool allowances
on call allowance
first aid allowance
community language and signing work allowances.

provided that subject to the exclusions below and at subclauses 10(ii) and paragraph 21D (ix), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

overtime payments
camping allowance
travelling allowances
sewer chokes allowance
vehicle allowances
meal allowances.

- (ix) Rostered Day Off means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 18A, where the employee:
- (a) within two weeks, is granted four days off and one additional day off (the "rostered day off"); or
 - (b) within three weeks, is granted six days off and one additional day off (the "rostered day off"); or
 - (c) within four weeks, is granted eight days off and one additional day off (the "rostered day off").
- (x) Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:
- (a) ordinary hours on each of the seven calendar days of the week; and

- (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and
- (c) on Public Holidays; and
- (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

- (xi) Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (xii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (xiii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (DEPA); and the Nurses' and Midwives Association of New South Wales.

5. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

- (i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

- (ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative/Technical/Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative/Technical/Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within the employer and represent the employer to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional/Specialist Band 3, Level 1

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the employer, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) Professional/Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) Professional/Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional/Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to the employer on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or the employer in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of the employer or a department or the like. Influence and commit the employer or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to the employer.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of the employer or a department or the like utilising leadership, evaluation and monitoring skills to facilitate

achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the employer's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to the employer. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the employer.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in clause 5, Skill Descriptors of this Award.
- (ii) The rates of pay are set out in Table 1 of Part B of this Award and are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) The employer shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in the employer's salary system or level as prescribed by clause 5 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon:
 - (a) the acquisition and use of skills; or
 - (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available.
- (v) Where Skills Based Progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (vi) Subject to subclauses (iv) and (v), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vii) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (viii) The employer shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, the employer will provide one.

- (ix) At the time of assessment, the employer shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (x) The salary system shall include a process by which employees can appeal against their assessment.
- (xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.
- (xii) Where the employer changes its salary system structure, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclauses (xii) and (xiii) of clause 15, Allowances, Additional Payments and Expenses, employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Performance Evaluation and Reward

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible award in which employers can increase the overall efficiency and effectiveness of local government services.
- (ii) Employers should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the employer develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision e.g. community satisfaction, timeliness, service quality, output and cost data.
- (iv) Employers shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the employer may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL/TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This Award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.

C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS

- (i) Employers may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary system to the maximum point/step for their position.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

10. Payment for Relief Duties/Work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of paragraph 21D (ix) of this Award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.
- (iv) An employee who is required to relieve an employee in a higher level position, who is on a rostered day off, shall not be entitled to be paid for that relief, except for employees who were being paid for such relief prior to the operative date of this award.

11. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly, or any other period by agreement, on a fixed regular pay day.

- (ii) The employer shall fix a regular payday, between Monday and Friday inclusive. The employer may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The employer shall deduct and pay on behalf of the employee from any remuneration payable to the employee union membership fees where authorised by the employee in writing. The employer can deduct and pay on behalf of the employee from any remuneration payable to the employee such other amounts as the employee authorises in writing.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
 - alternative duties are available that the employee can usefully perform, or
 - the bushfire or other climatic circumstance occurred outside of the State of New South Wales, or
 - the employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to the employer for paid special leave and such request shall not be unreasonably refused.
- (vi) Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, the employer shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

12. Annualised Salaries

- (i) Annual salary instead of award provisions

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay - clause 6;
- (b) Use of Skills - clause 8;
- (c) Performance Evaluation and Reward - clause 9
- (d) Payment for Relief Duties/Work - clause 10
- (e) Salary Sacrifice - clause 13
- (f) Allowances, Additional Payments and Expenses - clause 15
- (g) Residence - clause 17
- (h) Hours of Work - clause 18
- (i) Overtime - clause 19
- (j) Holidays - clause 20

- (ii) Annual salary not to disadvantage employees
 - (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
 - (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
 - (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.
- (iii) An annual salary agreement must:
 - (a) be in writing and signed by both parties;
 - (b) state the date on which the arrangement commences;
 - (c) be provided to the employee;
 - (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
 - (e) be subject to an annual review;
 - (f) contain details of any salary package arrangements, including the annual salary that is payable;
 - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
 - (h) contain details of any performance pay arrangements and performance measurement indicators;
 - (i) contain the salary for the purposes of accident make up pay (if applicable); and
 - (j) contain the award band and level for the role.
- (iv) An annual salary agreement may be terminated:
 - (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the employee.
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

13. Salary Sacrifice

- (i) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.

- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation and Related Arrangements

- (i) Superannuation Fund Contributions
 - (a) Subject to the provisions of the *Industrial Relations Act 1996* (NSW), the employer shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

(ii) Salary Sacrifice Arrangements specific to Superannuation

(a) For the purposes of this sub-clause:

- i. "Eligible employee" means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
- ii. "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).
- iii. "LSL" means Long Service Leave.
- iv. "LSL Act" means the *Long Service Leave Act 1955* (NSW).
- v. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- vi. "Superannuation Fund" means the Local Government Superannuation Scheme.

(b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

(c) Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s.4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

(d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

(e) Notwithstanding subclause 13(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

15. Allowances, Additional Payments and Expenses

(i) Level 1 Adverse Working Conditions Allowance

(a) A level 1 adverse working conditions allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.

(b) The level 1 adverse working conditions allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty.

(c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical/Trades Band 2 shall be paid the level 1 adverse working conditions allowance for all hours worked, excepting staff engaged in the following functions:

Administration
Civic Centre, Recreation and Theatre
Community Services
Finance
Garbage, Sanitary and Sullage
Managing Saleyards
Noxious Plant Inspection
Ordinance Control
Public Relations
Supervising in Band 2
Technical Services
Works Supervisor

(d)

- (1) Designated employees in Operational Band 1 and Administrative/Technical/Trades Band 2 who do not qualify for the allowances at paragraphs 15(i)(c) and 15(ii)(a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:

Childcare employees - whilst changing nappies

Employees whose duties involve animal destruction - whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.

- (2) The employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

(ii) Level 2 Adverse Working Conditions Allowance

- (a) All employees classified in the Operational Band 1, of this Award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a level 2 adverse working conditions allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.
- (b) The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(iii) Sewer Chokes

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:

- (a) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable; and
- (b) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewerage is unavoidable.

Employees clearing sewer chokages and/or other parts of the sewerage system as provided above shall be paid at the rate set out in Table 2 of Part B of this Award whilst so engaged.

For the purposes of this subclause, a live sewer shall mean part of a sewerage system that transports raw or partially treated sewerage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.

For the purposes of this subclause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance is paid per shift, including overtime shifts which are not continuous with an ordinary shift.

The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 15(iv) or sewerage treatment works allowance at subclause 15(v) of this Award.

(iv) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewerage is unavoidable, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(vi) Employee Providing Tools

- (a) Where the employee and the employer agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	PER WEEK \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

- (b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- (c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools - The employer shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at

the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purposes of this clause: -

- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) The employee shall, if requested to do so, furnish the employer with a list of tools so used;
- (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(vii) Telephone

Where an employee and the employer agree that a fixed line telephone installed at the employee's residence can be used as a means of communication to such employee and there is no reliable and accessible mobile network telephone coverage at the residence, the employer shall reimburse the employee the annual rental of such fixed line telephone and for the actual charge made for all outward calls made on the employer's behalf.

(viii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee. Travelling arrangements shall be agreed between the employer and the employee.

(ix) Certificates, Licences and other Approvals

- (a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a WorkCover NSW approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.
- (b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.
- (c) Where an employee engaged in child-related work is required by the employer to undertake a Working with Children Check as provided by the *Child Protection (Working with Children) Act 2012 (NSW)*, the employer shall reimburse the employee for the cost of such Working With Children Check.

(x) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and/or finish work at a location away from the employer's depot, workshop or other agreed normal place of work, and travel to and/or from such location in their own time.
- (b) For the purposes of this subclause "normal place of work" shall mean:
 - (1) the employer's workshop or depot;

- (2) an office or building of the employer to which the employee is usually assigned;
 - (3) any other agreed starting and/or finishing point.
- (c) Unless otherwise provided, each employee will be assigned to one normal place of work only.
- (d) An employee may be assigned to more than one normal place of work by agreement.
- (e) An employee may be transferred to a different normal place of work at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute clause 35, Grievance and Dispute Procedures, shall apply.
- (f) Where an employee is required to commence and/or finish work at a location away from the employee's normal place of work and the distance travelled is greater than the distance usually travelled by the employee between their place of residence and normal place of work, the employee shall be paid a travelling allowance for each journey of excess travel, according to the following scale, provided that reasonable transport is available:

EXCESS DISTANCE TRAVELLED	ENTITLEMENT
Less than 3kms	Nil
3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

Note: On and from 1 July 2014, an employee may be entitled to two travelling allowances on the one day.

- (g) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the employer by which they are employed.
- (h) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (i) Where transport is provided by the employer the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (j) Where the employer and employee agree that the employee is to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee's normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such vehicle allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where the employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (k) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in clause 35 of this Award shall be applied.
- (l) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (m) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

(xi) Camping Allowance

- (a) Employees who are required by the employer to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
- (b) The employer shall pay the camping allowance in advance if requested, where the employer requires the employee to camp out for all of the rostered working days in a week. The employer shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
- (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (xi) of this clause.
- (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- (e)
 - (1) The employer shall provide transport for employees, who are required to camp out from the employer depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - (2) Notwithstanding (1) above, transport may be mutually arranged between the employer and the employee(s) and shall remain at all times with those employee(s) required to camp.
- (f) The employer shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
- (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.
- (h) Where reasonably practicable to do so the employer shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.
- (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this Award.

(xii) Community Language, and Signing Work

- (a) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (b) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (c) Such employees convey straightforward information relating to services provided by the employer, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (d) Such employees shall record their use of a community language according to the employer's established policy.
- (e) Where an employee is required by the employer to use community language skills in the performance of their duties:

The employer shall provide the employee with the opportunity to obtain accreditation from a language aide accreditation agency

Such training shall form part of the employer's training plan and budget, in accordance with the requirements of clause 31 of this Award

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by the employer.

- (f) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xiii) First Aid in the Workplace

General

- (a) The parties to the Award recognise that providing immediate and effective first aid to employees or others who have been injured or become ill at the workplace may reduce the severity of the injury or illness and promote recovery. In some instances it could mean the difference between life and death.
- (b) All employees must be able to access a first aid kit.
- (c) First aid requirements will vary from one workplace to the next, depending on the nature of the work, the type of hazards, the workplace size and location, as well as the number of people at the workplace. These factors must be taken into account when deciding what first aid arrangements need to be provided.
- (d) Employers must ensure that an adequate number of employees are trained to administer first aid at the workplace or that employees have access to an adequate number of other people who have been trained to administer first aid.

- (e) Employers are encouraged to make available to employees, training in basic first aid, which may include, for example, training in:

administering first aid;

Cardio Pulmonary Resuscitation (CPR); or

use of defibrillators.

For further information, refer to the SafeWork NSW 'First aid in the workplace code of practice'.

First aid work allowance

- (a) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty and be in charge of a first aid kit, such employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.
- (b) This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty, if the skills have been paid for in accordance with the employer's salary system.

(xiv) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:
- (i) for two hours or more prior to their agreed commencing time, or
- (ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
- (iii) after each four hours on days other than ordinary working days
- provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

(xv) Civil Liability - Engineering Professionals

- (a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the *Civil Liability Act 2002* (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- (b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002* (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- (c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.
- (d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:
- the planning for;
designing;
maintenance;
replacing;

rehabilitation; or
disposing

of the employer's assets which may give rise to liability under the *Civil Liability Act 2002* (NSW).

- (e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Award.
- (f) The parties to the Award acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
- (g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer.
- (h) This clause shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.

(xvi) Accreditation of employees as Chartered Professional Engineers

- (a) Where an engineering employee is required by the employer to be accredited as a Chartered Professional Engineer the employer shall:
 - (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant leave, without loss of pay, to attend course requirements in accordance with subclause (iv) of clause 31, Training and Development, of this Award.
- (b) Paragraph (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
- (c) The employer may grant an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at the employer's request, assistance in accordance with subclause (v) of clause 31 of this Award.

(xvii) Accreditation of employees by the Building Professionals Board

- (a) Where an employee is required by the employer to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the employer shall:
 - (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of clause 31, Training and Development, of this Award.
- (b) Paragraph (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

16. Motor Vehicle Arrangements

A. VEHICLE ALLOWANCES

- (i) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows:
 - (a) motor vehicle under 2.5 litres (normal engine capacity) - refer to Table 2 of Part B; and
 - (b) 2.5 litres (normal engine capacity) and over - refer to Table 2 of Part B.
- (ii) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (iii) Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subparagraph 16A (i)(b) but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid parental or maternity leave shall not be counted when calculating the minimum quarterly payment.
- (iv) Where the vehicle is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (i) only and shall not be entitled to the minimum payment as set out in paragraph (iii).
- (v) Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

B. LEASEBACK VEHICLES

(i) GENERAL

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

(ii) TERMINATION OF LEASEBACK VEHICLE ARRANGEMENT

- (a) Condition of employment - Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (b) Not a condition of employment - Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- (c) Other - The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

(iii) VARIATION OF LEASEBACK VEHICLE ARRANGEMENTS

- (a) Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 32 of this Award, before a definite decision is made.
- (b) Variations to leaseback fees - Where an employer proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), the employer shall provide in writing to the employee the reasons for the increase.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- (c) Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, paragraph (b) above shall not apply.

In the absence of agreement, clause 35, Grievance and Disputes Procedures, shall apply.

C. NOVATED LEASES

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

17. Residence

Where an employee is supplied by the employer with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the employer and the employee. The rental value as agreed may be deducted from the pay of the employee.

18. Hours of Work

A. ORDINARY HOURS

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:

38 hours within one week provided that at least two days off shall be granted; or

76 hours within two weeks provided that at least four days off shall be granted; or
114 hours within three weeks provided that at least six days off shall be granted; or
152 hours within four weeks provided that at least eight days off shall be granted.

- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

Administration;
Building Surveying;
Community Services (Professional/Specialist Band 3);
Engineering (Professional and Trainees);
Executive Band;
Finance;
Health Surveying;
Library;
Public Relations;
Technical Services; and
Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

35 hours within one week provided that at least two days off shall be granted; or
70 hours within two weeks provided that at least four days off shall be granted; or
105 hours within three weeks provided that at least six days off shall be granted; or
140 hours within four weeks provided that at least eight days off shall be granted.

- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.

- (iv) Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:

Crematoriums and Cemeteries;
Road Constructions and Maintenance;
Sale Yards;
Stores and Depots; and
Trade functions

- (a) the employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s);
- (b) If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s); and
- (c) employees employed prior to 1 July 2014 whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (v) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:

(a)

Building Surveyors;
Engineering (Professional and Trainees);
Finance;
Health Surveyors; and
Town Planning.

(b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.

(vi) An employee's commencement and/or finishing times may be altered by agreement or by the employer with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:

the employee's personal circumstances including any family and carer responsibilities;
and

the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the employer shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, clause 35, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

(vii) The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, subclause A of clause 19, Overtime, shall apply.

(viii) An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. By agreement, or in the case of unforeseen circumstances (including where the taking of the meal break would cause unreasonable interference in operations), the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.

(ix) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. SATURDAY AND SUNDAY WORK

(i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.

(ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:

Beach inspectors;
Cleaning;

Crematoriums and Cemeteries;
 Garbage;
 Mechanical Trades (Workshops);
 Parks and Reserves;
 Rangers and parking officers;
 Road Construction and Maintenance;
 Sale Yards;
 Sanitary;
 Sewerage;
 Stores and Depots;
 Sullage;
 Trade functions;
 Waste; and
 Water

- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, the employer shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 Adverse Working Conditions allowance provided under subclause 15(ii) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by paragraph (i).

- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in paragraph 18C (ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours the employer shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

The employer and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

19. Overtime

A. GENERAL

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who:
 - (a) works four or more hours overtime after the completion of an ordinary shift and does not receive ten (10) consecutive hours off duty in the fourteen (14) hours immediately preceding the commencement of their next ordinary shift, or
 - (b) works overtime after the completion of two consecutive ordinary shifts without receiving ten (10) consecutive hours off duty,

shall be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without receiving the ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

Remote response - This subclause shall not apply where an employee works for less than four hours remote response on any one day.

(vi)

- (a) Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.
- (b) The employer may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
 - (1) Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
 - (2) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
- (c) Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the appropriate overtime rate.

(vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

(viii)

- (a) Subject to paragraph (b), the employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - any other matter.

B. EXCESS HOURS AGREEMENTS

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- (ii) An employee shall be entitled to overtime in accordance with clause 19A of this Award where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Excess Hours

Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.

(iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 15(xv) of this Award agree to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.

(iv) An Excess Hours Agreement is subject to the following conditions:

(a) An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfil the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where the employer does not agree to the request the employer shall discuss the request with the employee with a view to reaching agreement on:

- (1) reasonable ways to reduce the excess unpaid hours or
- (2) alternative ways of compensating the employee for the excess hours.

In the event that no agreement is reached, the employer shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.

(c) The employer and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.

(d) The Excess Hours Agreement must:

- (1) be in writing;
- (2) name the parties to the agreement and be signed by the employer and the individual employee;
- (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
- (4) state the date the agreement commences to operate.

(e) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

any risk to the employee;

the employee's personal circumstances including any family and carer responsibilities;

the needs of the workplace;

the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and

any other matter.

- (f) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- (g) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- (h) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Excess Hours Agreement may be terminated:
 - (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

C. ON CALL

- (i) For the purposes of this Award, an employee shall be deemed to be on-call if required by the employer to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond in a timely manner.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with clause 18, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in paragraphs (iii) and (iv) of this subclause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On call employees are not subject to the minimum payment provisions on a public holiday.
- (vii) Unless otherwise provided, the overtime paid to an employee that is required to work whilst on-call shall not be less than thirty (30) minutes per day on which they are called out.
- (viii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement the employer may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

D. CALL BACK

- (i) For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in paragraph (i) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

E. REMOTE RESPONSE

- (i) An employee who is in receipt of an on call allowance and available to immediately:
 - (a) respond to phone calls or messages;
 - (b) provide advice ('phone fixes');
 - (c) arrange call out/rosters of other employees; and
 - (d) remotely monitor and/or address issues by remote telephone and/or computer access,will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (Note: paragraph 19C(vi) applies where an on-call employee is recalled to work).
- (ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- (iii) The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in paragraph (i) of this subclause.

20. Holidays

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- (iii) Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.

- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the employer and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) If a rostered day off falls on a public holiday as prescribed in paragraph 20A (i), the next working day will be substituted, or another day by agreement, except for employees engaged on a seven (7) day a week rotating roster system.
- (viii) An employee who prior to the operative date of this award was entitled to move a day off which was not a rostered day off where it fell on a public holiday shall retain that right.
- (ix) The employer may direct an employee to take accrued time in lieu for work on a public holiday by the giving of at least two (2) weeks' notice in the following circumstances:
 - (a) Where the employee has accumulated in excess of one (1) weeks' time in lieu for work on a public holiday, or where the employee has accumulated a total of in excess of one (1) weeks' time in lieu when combining:
 - (1) time in lieu for work on public holiday's; and
 - (2) time in lieu of overtime under subparagraph 19A (vi)(a).
 - (b) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

B. UNION PICNIC DAY

- (i) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the employer and the union(s).
- (ii) The union(s) shall advise the employer of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to the employer to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

21. Leave Provisions

A. SICK LEAVE

- (i) Employees who are unable due to illness or injury to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay.
- (ii) Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (iii) The entitlement to sick leave is subject to the employer being satisfied that the illness or injury;
 - (a) is such that it justifies the time off; and
 - (b) does not arise from engaging in other employment.
- (iv) The employer may require an employee to provide proof that the illness or injury is such that it justifies the time off work, subject to the following:
 - (a) In each year of service proof of illness or injury to justify payment shall not be required for the first 3 separate periods of absence, provided such periods are not more than 2 working days, unless:
 - (1) It is reasonable for the employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of sick and/or amount of sick leave taken by the employee, and
 - (2) The employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury.
 - (b) The type of proof of injury or illness required by the employer must be reasonable having regard to the circumstances of the employer and the employee and may include, for example, certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration; and
 - (c) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (v) The employer may require employees to attend a qualified medical/health practitioner nominated by the employer at the employer's cost.
- (vi) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (vii) The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
- (viii) Accumulated sick leave shall be transferable on change of employment from employer to employer within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the employer and appointment to the service of another employer does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.

- (ix) Where an employee has had five (5) years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, that employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (x) Section 50 of the *Workers Compensation Act 1987* (NSW) dealing with the relationship between sick leave and workers compensation applies.
- (xi) Where an employee had an entitlement under awards rescinded and replaced by this Award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply
 - (a) In the event of the termination of service of an employee on account of ill health and the employer is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the employer shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987* (NSW).
 - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with clause 14 of Schedule 4 of the *Industrial Relations Act 1996* (NSW).

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (v)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 21A, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than two weeks sick leave in any year of service 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.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at clause 35 of this Award should be followed.
- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

- (iv) The employer may require the employee to provide proof of the need for carer's leave as follows:
 - (a) Less than two weeks - Where less than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) More than two weeks - Where more than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) 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.

- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) 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
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.

- (vi) 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 subparagraph (v)(b) above who is ill or who requires care due to an unexpected emergency.

- (vii) 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 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.

(viii) Carer's Entitlement for Casual Employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (iv) and (vii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph C (v)(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) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of subclause 19A of this Award for the purpose of providing care and support for a person in accordance with paragraph (v) above.
- (x) Make-up time: An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with paragraph (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with paragraph (v) above. Such leave shall be taken in accordance with subclause 21D, Annual Leave and subclause 21L, Special Leave of this Award.

C. EMERGENCY SERVICES LEAVE

- (i) Subject to paragraph (ii) of this subclause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid emergency services leave per calendar year from their accrued sick leave balance to participate in such activity.
- (ii) An employee is not entitled to paid emergency services leave under this clause if:
 - (a) the employee has less than 12 months continuous service with the employer; or
 - (b) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than three (3) weeks.

Note: An employee who does not qualify for Emergency Services Leave under this clause may apply for special leave under subclause 21L of this Award.

- (iii) For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:
 - (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and

- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
 - (1) the employee was requested by or on behalf of the body to engage in the activity; or
 - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (iv) For the purposes of this clause, a 'recognised emergency management body' is:
 - (a) a body, or part of a body, that has a role or function under a plan that:
 - (1) is for coping with emergencies and/or disasters; and
 - (2) is prepared by the Commonwealth, a State or a Territory; or
 - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (b) any other body, or part of a body, a substantial purpose of which involves:
 - (1) securing the safety of persons or animals in an emergency or natural disaster; or
 - (2) protecting property in an emergency or natural disaster; or
 - (3) otherwise responding to an emergency or natural disaster.
- (v) For the purposes of this clause, an 'emergency' means an event, actual or imminent, which endangers or threaten to endanger life, property or the environment and which requires a significant and coordinated response.
- (vi) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

D. ANNUAL LEAVE

Amount of Annual Leave

- (i) For each year of service an employee (other than a casual) is entitled to:
 - (a) 4 weeks of paid annual leave; or
 - (b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

Accrual of leave

- (ii)
 - (a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (b) Paid annual leave accrues up to when the employment ends.

Taking paid annual leave

- (iii) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and the employer.
- (iv) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Requirement to take annual leave

- (v) The employer may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including two (2) weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with paragraph (i) of this subclause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the employer shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the employer may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (5) Any arrangements concerning annual close down made under previous Awards will continue to apply unless otherwise agreed, provided that any request to change the arrangement shall not be unreasonably refused.

Employee not taken to be on paid annual leave on Public Holidays

- (vi) If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

Payment for annual leave

- (vii) Unless otherwise provided, if an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

Resignation or termination of employment

- (viii) On resignation or termination of employment, the employer shall pay to the employee their ordinary rate of pay for all accrued untaken annual leave.

Varying rates of pay

- (ix) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

E. LONG SERVICE LEAVE

(i)

- (a) An employee shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (c) Where an employee has completed more than five (5) years of service with the employer, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

(ii)

- (a) An employee who is entitled to long service leave may, with the consent of the employer, take long service leave:

- (1) on full pay; or
- (2) on half pay; or
- (3) on double pay.

- (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (1) a period of leave on full pay - the number of days so taken; or
- (2) a period of leave on half pay - half the number of days so taken; or
- (3) a period of leave on double pay - twice the number of days so taken.

- (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

- (1) a period of leave on full pay - the number of days so taken; or
- (2) a period of leave on half pay - half the number of days so taken; or

- (3) a period of leave on double pay - the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- (iii)
- (a) Long service leave shall be taken at a time mutually convenient to the employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
- (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iv)
- (a) For the purpose of calculating long service leave entitlement in accordance with paragraph (i) of this subclause all prior continuous service with any other employer within New South Wales shall be deemed to be service with the employer by which the employee is currently employed.
- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer to another provided the period between cessation of service with one employer and appointment to the service of another employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer and appointment to the service of another employer.
- (v)
- (a) An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (the "LSL Act"). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
- (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
- (vi) For the purpose of this clause, service shall include the following periods: -
- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.

- (b) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
 - (c) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- (vii) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
 - (viii) When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate(s) of accrual applying to leave accrued in the five (5) years immediately prior to the transfer. By agreement between the former employer and the newly employing employer, more than the monetary equivalent of five (5) years of accrued long service leave may be transferred. However an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s). A statement showing all prior continuous service with the employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employer's Long Service Leave Record.
 - (ix) The employer which has received under paragraph (vii) of this subclause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer (s) the amount paid.
 - (x) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 20, Holidays, of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
 - (xi) When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
 - (xii) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

F. PARENTAL LEAVE (GENERAL)

Relationship with federal legislation - subclauses 21F, 21G, 21H and 21I of this Award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and
- (ii) the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

unpaid parental leave, including unpaid adoption leave

unpaid special maternity leave

transfer to a safe job and no safe job leave

G. PAID PARENTAL LEAVE

(i) Definitions - in this clause:

- (a) PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- (b) parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

(ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth) and who has had 12 months continuous service with the employer immediately prior to the commencement of paid parental leave.

(iii) Entitlement to parental leave make-up pay

- (a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- (b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
- (c) Requalification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the employer for at least 3 months since their previous period of parental leave.

(iv) Employee's right to choose

- (a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under subclause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007 published 30 November 2007 (364 I.G. 491), may elect to receive paid maternity leave and/or paid special maternity leave (9 weeks full pay or 18 weeks half pay) in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this Award, provided that the requalification period in paragraph (iii) above shall apply.
- (b) This subclause shall not apply where another employee of the employer receives parental leave make-up pay in connection with the pregnancy or birth of the child.

H. CONCURRENT PARENTAL LEAVE

An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with the employer immediately prior to the commencement of their concurrent parental leave.

I. ADOPTION LEAVE

(i) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(ii) Pre-adoption Leave

(a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

(b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

- (1) single continuous period of up to 2 days; or
- (2) any separate periods to which the employee and the employer agree.

(iii) Adoption Leave

(a) Subject to subclause (c), an employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

AGE OF CHILD AT THE DATE OF PLACEMENT	ENTITLEMENT
Less than 5 years of age	9 weeks full pay, or 18 weeks half pay
Between 5 years of age and less than 16 years of age	4 weeks full pay, or 8 weeks half pay

(b) Notwithstanding the above, where the adopted child is aged between 5 years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, the employer shall not unreasonably refuse to grant up to nine weeks paid adoption leave at full pay or 18 weeks paid adoption leave at half pay.

(c) An employee is not entitled to paid adoption leave under this clause where the employee receives parental leave make-up pay in connection with the adoption of the child.

(iv) Family reunion leave

(a) An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice shall be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.

(b) For the purpose of this subclause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

J. BEREAVEMENT LEAVE

(i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:

- (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;
- (ii) For the purposes of this clause, immediate family shall mean the following:
- (a) a spouse or de facto partner of the employee;
 - (b) a child of the employee;
 - (c) a parent of the employee;
 - (d) a sibling of the employee;
 - (e) a grandchild of the employee;
 - (f) a child of the spouse or de facto partner of the employee;
 - (g) a parent of the spouse or de facto partner of the employee;
 - (h) a sibling of the spouse or de facto partner of the employee; or
 - (i) a grandchild of the spouse or de facto partner of the employee; or
 - (j) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (iii) For the purposes of this clause, extended family shall mean the following:
- (a) a niece of the employee;
 - (b) a nephew of the employee;
 - (c) an uncle of the employee;
 - (d) an aunt of the employee;
 - (e) a grandparent of the employee;
 - (f) a grandparent of the spouse or de facto partner of the employee;
 - (g) the spouse or de-facto partner of a sibling of the employee;
 - (h) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (iv) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in paragraphs (i) to (iv) of subclause J in clause 21, Bereavement Leave.
 - (b) The casual employee is not entitled to any payment for the period of non-attendance.

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

K. OTHER PAID LEAVE

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

- (a) An eligible employee shall be entitled to five (5) days paid leave to attend courses which are specifically directed towards relevant training for eligible employees.
- (b) For the purpose of this clause relevant training for eligible employees is training directly related to:
 - (1) Eligible employees' rights and responsibilities in their capacity as union delegates.
 - (2) Understanding this Award, enterprise agreements, council agreements, and council policies.
 - (3) Grievance and dispute procedures, and disciplinary procedures;
 - (4) Code of Conduct;
 - (5) Bullying, harassment, and discrimination.
- (c) Such leave will be available to an individual eligible employee once only during their employment, provided that the employer shall not unreasonably refuse additional training where:
 - (1) There is a change in relevant provisions of this Award; or
 - (2) More than three (3) years has elapsed since the eligible employee last took leave for the purpose of this clause.
- (d) An eligible employee is defined as a full-time or part-time employee:
 - (1) Who is a union delegate, who has been duly appointed by a union and the employer has been formally notified of that appointment; and
 - (2) Who has completed 12 months continuous service with the current employer, unless otherwise agreed.
- (e) An eligible employee must comply with the following notice requirements:
 - (1) Provide the employer with at least four (4) weeks prior notice in writing of their request to attend a training course;

- (2) Outline details of the type, content and duration of the course to be attended in the written notice.
- (f) The employer will consider a request for leave in accordance with this clause having regard to:
 - (1) The operational requirements of the employer; and
 - (2) The capacity of the employer to make adequate staffing arrangements among current employees during the proposed period of leave.
- (g) An employer must not unreasonably refuse to agree to a request by the employee to take training leave.
- (h) An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary hourly ordinary time rate for such absence.
- (i) An eligible employee will be required to provide the employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
- (j) Nothing in this subclause prevents an employer and employee from agreeing to additional union training leave either with or without pay.
- (k) Leave granted pursuant to this clause counts as service for all purposes of this award.
- (iii) Union Conference Leave

Accredited delegates to the unions' annual conferences shall be granted paid leave for the duration of the conference provided that the employer's operational requirements are met and the union notifies the employer of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

L. SPECIAL LEAVE

- (i) The employer may grant special leave, either with pay or without pay, to an employee for a period as determined by the employer to cover any specific matter approved by the employer, including but not limited to:
 - (a) leave for victims of family and domestic violence;
 - (b) leave for engaging in a voluntary emergency management activity;
 - (c) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
 - (d) leave to attend to duties as a member of the Australian Defence Force.
- (ii) Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (iii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

22. Flexibility for Work and Family Responsibilities

- (i) In recognition of the commitment to provide flexibility for work and family responsibilities and the need to retain skills and experience within the industry, employers are encouraged to develop and promote

flexible work and leave arrangements to enable their employees to better manage their work and family responsibilities.

RIGHT TO REQUEST CHANGES IN WORKING ARRANGEMENTS

- (ii) An employee may request a change in working arrangements if:
 - (a) The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) The employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) The employee has a disability;
 - (d) The employee is 55 or older;
 - (e) The employee is experiencing violence from a member of the employee's immediate family;
 - (f) Such other circumstances where an employee can demonstrate a genuine need for flexible work and leave arrangements to attend to work and family responsibilities.
- (iii) The employee is not entitled to make the request unless:
 - (a) For an employee other than a casual employee- the employee has completed at least 12 months of continuous service with the employer immediately before making the request.

Formal requirements

- (iv) The request must:
 - (a) be in writing; and
 - (b) set out the details of the change sought and of the reasons for the change

Considering the request

- (v) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (vi) The employer may refuse the request only on reasonable business grounds. Business grounds will include but not be limited to:
 - (a) that the new working arrangements requested by the employee would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangement of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and
 - (e) that the new working arrangements requested by the employee would be likely to have significant negative impact on customer service.
- (vii) If the employer refuses the request, the written response must detail the reasons for the refusal.

- (viii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements;
 - (h) variations to ordinary hours and rosters;
 - (i) purchased additional annual leave arrangements;
 - (j) working from home arrangements; and
 - (k) arrangements to accommodate breastfeeding women.
- (ix) The terms of agreed changes to working arrangements, including flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

23. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
 - (a) Part-time work;
 - (b) Flexi time;
 - (c) Leave without pay;
 - (d) Job sharing arrangements;
 - (e) Variations to ordinary hours and rosters;
 - (f) Job redesign; and
 - (g) Purchased additional annual leave arrangements.
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either the employer or the employee.

24. Health and Wellbeing

- (i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.

- (ii) Employers are encouraged to develop workplace health and/or wellbeing programs that are suited to the needs and resources of the employer.
- (iii) An employee may, with the consent of the employer, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:
 - (a) the granting of paid leave under this clause is at the discretion of the employer; and
 - (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
 - (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

25. Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with clause 18, Hours of Work, of this Award.
- (ii) Prior to commencing part-time work the employer and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award, the provisions of clause 19, Overtime, shall apply.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (ix) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

26. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with clause 18, Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by subclause 18B. The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at paragraphs 18C (i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to paragraph 19A (viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of the employer, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in clause 18, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave (including but not limited to annual leave, long service leave and sick leave) and severance pay, except for paid parental leave prescribed by the Award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under the employer's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on employer's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of the employer on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employees as set out in paragraph B (viii) of clause 21, Leave Provisions, this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in paragraph J (v) of clause 21, Leave Provisions, of this Award.

27. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the employer and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) The employer and the job sharers shall agree on the allocation of work between job sharers.

- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with clause 18, Hours of Work of this Award.
 - (b) The job sharers in conjunction with the employer shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by the employer to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work, of this Award the provisions of clause 19, Overtime, shall apply.
- (vii) The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the employer.

28. Labour Hire

An employee of a labour hire business shall not replace an employee of the employer on a permanent basis.

This clause does not apply to the employment of apprentices and/or trainees by a group training business.

For the purpose of this clause:

- (a) a "labour hire business" is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:

- (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer's organisation structure;
 - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer's employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
 - (3) the business is a bona fide contractor providing both equipment and employees to the employer; or
 - (4) the business is another entity covered by this Award.
- (b) a "group training business" is a bona fide group training 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 apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.

Notwithstanding the provisions of subclause (a), the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

29. Multiple Employment

Where an employee is employed in a second position with the employer the second position may, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:

- (i) the positions involve different duties or are in different work function areas; and
- (ii) the employee agreed to the employment in the second position.

30. Junior and Trainee Employment

A. GENERAL

- (i) The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

- (i) The rates of pay as provided in Band 1/Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rates of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) If the employment is to be continued beyond the training period upon the successful completion of training, the employee shall proceed to the appropriate band and level in the structure.
- (v) In addition to the vocational training direction, the employer shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED TRAINEES AND APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III Australian Qualifications Framework (AQF) qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (ii) The hourly rates for school based trainees/apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with clause 18, Hours of Work.
- (iii) For the purpose of paragraph (ii), where a school based trainee/apprentice is a full time school student, the time spent in off-the-job training for which the school based trainee/apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based trainees/apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this Award, school based trainees/apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) Part E of this clause does not apply to apprentices or trainees who are already trained and job ready.
 - (b) A government funded traineeship shall not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
 - (c) Trainees shall not displace existing employees from employment.
- (ii)
 - (a) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
 - (b) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.

- (iii) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- (iv) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Training Agreement.
- (v) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (vi) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.
- (vii) A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, 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 State Training Authority, the relevant 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.
- (viii) Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (ix)
 - (a) The employer shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the employer chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (x) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xi) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the employer for the purposes of this Award or any other legislative entitlements.
- (xii) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
 - (b) The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

31. Training and Development

- (i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce
- (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
- (c) removing barriers to the utilisation of skills in accordance with employers' training plans.

(ii)

- (a) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (1) be consistent with the employer's training plan
 - (2) enable employees to acquire the range of skills they are required to apply in their positions
 - (3) enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
 - (4) Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
 - (i) 10 hours per annum, or
 - (ii) in accordance with legislated CPD requirements,whichever is the greater.
- (b) Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.

(iii) Training Plan and Budget

- (a) The employer shall develop a training plan and budget consistent with:
 - (1) the current and future skill requirements of the employer.
 - (2) the size, structure and nature of the operations of the employer.
 - (3) the need to develop vocational skills relevant to the employer and the Local Government industry.
- (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
- (c) The training plan shall be designed in consultation with the consultative committee.
- (d) The training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
- (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
- (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

- (iv) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
 - (a) the employer shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) the employer shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the employer shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The employer may pay course fees at its discretion.
- (vi) The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.

32. Consultative Committees

A. AIM

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at each employer which shall:

- (i) provide a forum for consultation between the employer and its employees that encourages a free and open exchange of views;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the employer and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of the employer's workforce and agreed to by the employer and the local representatives from the following unions: USU; DEPA and the LGEA and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at the employer.
- (iii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. SCOPE OF CONSULTATIVE COMMITTEES

- (i) The functions of the consultative committee include:
 - (a) Award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform
 - (j) proposed variations to leaseback vehicle arrangements
 - (k) health and wellbeing programs.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 35, Grievance and Disputes Procedures.

D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to the employer should note the dissenting views.
- (ii) The consultative committee shall meet as required.

33. Appointment and Promotion

- (i) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) request in writing the reason(s) as to why they were not appointed, and upon such request, the employer shall provide the reason(s) in writing; and
 - (b) request a review of their individual education and training needs.

34. Term Contracts

- (i) The employer may only employ a person on a term contract of employment in the following situations:
 - (a) for the life of a specific task or project that has a definable work activity, or
 - (b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
 - (c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or

- (d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
 - (e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
 - (f) to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
 - (g) to perform the duties associated with a vacant position during the intervening period between when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented; or
 - (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
 - (i) to perform seasonal work (also see paragraph 21E (xii) of this Award).
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 November 2010 may continue until the expiry of their fixed or maximum term.

35. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

36. Disciplinary Procedures

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
 - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
 - (c) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (d) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
 - (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/or union representative at any stage.

C. WORKPLACE INVESTIGATIONS

- (i) The parties to the Award have agreed on guidelines ("guidelines") concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.
- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:

The seriousness of the possible unsatisfactory work performance or conduct;

How recent the possible unsatisfactory work performance or conduct occurred;

Potential implications in not undertaking an investigation; and

Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).

- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

D. DISCIPLINARY PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the employer. The employer and employee will discuss the reason(s) for the unsatisfactory work performance or conduct including matters external to the workplace, and, where appropriate, measures to assist the employee to improve their work performance or conduct. Such measures may include, for example, training, counselling and provision of an Employee Assistance Program (EAP).
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the employer and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving

notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

E. PENALTIES

- (i) After complying with the requirements above, the employer may:
 - (a) Demote the employee to a lower paid position or a lower salary point/step provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
 - (b) Suspend the employee without pay from work for a specified period of time.
 - (c) Terminate the employment of the employee in accordance with clause 38, Termination of Employment of this Award.
- (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/or during the procedures in subclause D, Disciplinary Procedures, of this clause, in cases of misconduct or where the employee's performance warrants such action.

37. Work Health and Safety

A. STATEMENT OF INTENT

The parties to the Award are committed to co-operating positively to:

- (i) promote the safety and welfare of workers and other people in the workplace;
- (ii) eliminate unsafe work practices; and
- (iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011 (NSW)*, *Work Health and Safety Regulation 2011 (NSW)* and associated codes of practice.

B. SPECIFIC PROVISIONS

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

C. FURTHER INFORMATION AND RESOURCES

Further information and resources are available from the following organisations:

- (i) Workcover NSW: www.workcover.nsw.gov.au
- (ii) Safe Work Australia: www.safeworkaustralia.gov.au

38. Termination of Employment

- (i)
- (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to the employer two (2) weeks notice of their intention to terminate their employment.
 - (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of the employer in subclause (iv) of this clause.

If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.
- (ii) The employer and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, the employer may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 39, Workplace Change and Redundancy, of this Award.

39. Workplace Change

- (i) Employer's Duty to Notify a Proposed Change in Organisation Structure
- (a) Where the employer proposes a change in organisation structure that is likely to have significant effects on employees and/or result in a reduction in the size of the employer's workforce, the employer shall notify the employee(s) who may be affected by the proposed change and the union(s) to which they belong, at least twenty-eight (28) days before the change is implemented.
 - (b) Notice to the union(s) of a proposed change in organisation structure under paragraph (i)(a) shall include:
 - (1) the nature of the proposed change;
 - (2) the reason(s) for the proposed change; and
 - (3) the position(s) likely to be affected.
 - (c) Notice to the union(s) of a proposed change in organisation structure under paragraph (i)(a) may be given either before or after a definite decision is made. The union(s) may, on being notified of the proposed change, respond to the employer in writing within the twenty-eight (28) days, addressed to the general manager. Any such response(s) received by the general manager shall be provided to the decision maker(s) within seven (7) days.
 - (d) Notice to the union(s) of a proposed change in organisation structure under paragraph (i)(a) shall not form part of any notice of termination under subclause 40(i).

- (e) Nothing in this subclause prevents the employer from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the union(s) to which they belong have been provided at least seven (7) days' notice of the proposed change.
- (ii) Employer's Duty to Notify and Discuss Change after Making a Definite Decision
- (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the employer shall notify the employee(s) who may be affected by the proposed changes and the union(s) to which they belong.
 - (b) The employer shall discuss with the employee(s) affected and the union(s) to which they belong, inter alia, the introduction of the changes referred to in subclause (ii)(a) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
 - (c) 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 paragraph (a) of this subclause.
 - (d) For the purposes of the discussion, the employer shall provide to the employee(s) concerned and the union(s) to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).
 - (e) Competitive tendering - Where employee(s) who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reason(s) in writing.
- (iii) Discussion Before Termination
- (a) Where the employer has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee(s) directly affected and with the union(s) to which they belong.
 - (b) The discussion shall take place as soon as it is practicable after the employer has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
 - (c) The employer shall not unreasonably refuse a request by an employee to work through the notice of termination period in subclause 40(i) to better enable the employee to explore opportunities to mitigate the adverse effects of workplace change. During such notice period, whilst the employee is able to undertake tasks and duties associated with their position, priority shall be given to activities that may enable the employee to find employment. Such activities may include, but not be limited to, training, redeployment opportunities, job interviews, financial advice and recruitment advice.
 - (d) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the

employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40. Termination of Employment and Redeployment Due to Redundancy

(i) Notice of Termination

(a) Where the employer terminates an employee’s employment due to redundancy, the employer shall provide the employee with notice of termination as following:

- (1) Subject to subparagraph (i)(a)(2) of this clause, five (5) weeks’ notice to terminate or pay in lieu thereof; or
- (2) Where the employee’s employment is terminated because of the introduction of technology, three (3) months’ notice to terminate or pay in lieu thereof,

provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this Award.

(ii) Notice to Centrelink

Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, the employer shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the *Fair Work Act 2009* (Cth).

(iii) Severance Pay

(a) This subclause shall apply where an employee is terminated due to redundancy except where the employee concerned has been offered, but has refused to accept, an alternative position within the employer's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

(b) In addition to any required period of notice, and subject to subclause (i) of this clause, the employee shall be entitled to severance pay as follows:

COMPLETED YEARS OF SERVICE WITH THE EMPLOYER	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

(iv) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employer’s employment until the expiry of the notice period.

- (v) During a period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the employer the employee shall provide proof of attendance at an interview.
- (vi) A redundant employee shall be entitled to the payment of a job search allowance of up to the rate set out in Table 2 of Part B of this Award to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the employer or until the employee secures alternative employment, whichever is the sooner.
- (vii) If the employee agrees to be redeployed by the employer into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (viii) The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Human Services.
- (x) In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xi) Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the employers bound by this Award.
- (xii) Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (iii) above if the employer obtains acceptable alternative employment for an employee.
- (xiii) Nothing in this clause shall restrict an employee with ten years' service or more and the employer from agreeing to further severance payments.
- (xiv) Nothing in this clause restricts the elected council and/or general manager from exercising their right under the *Local Government Act 1993* to determine and/or re-determine the organisation structure from time to time, and to implement such determinations.

41. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the employer and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
 - (a) the extent of the agreement shall be limited to the Award's clause 9, Performance Evaluation and Reward; Clause 11, Payment of Employees; subclauses 15(x) and 15(xi), Travelling and Camping Allowances; clause 18, Hours of Work; clause 19, Overtime; clause 20, Holidays; clause 25, Part time Employment; and clause 27, Job Share Employment.

- (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the *Industrial Relations Act 1996* (NSW) and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A council agreement shall be processed as follows:
- (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the employer and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a council agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.
- (iv)
- (a) Section 44 of the *Industrial Relations Act 1996* (NSW) relating to the termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
 - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.
 - (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

42. Savings and Transitional

- (i) The employer must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if the employer has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with the employer's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the Award entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this Award or transfer to a salary system.

- (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 18, Hours of Work, whichever is the higher.
 - (c) The provisions in paragraph (ii)(b) shall apply where council and enterprise agreements are terminated.
 - (d) The provisions in paragraph (ii)(b) shall apply in addition to the Award increases prescribed by clause 44.
- (iii) Where employees, employed in areas where the employer's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Warialda, Ashford and Bonshaw; at the time of making this Award had an entitlement to receive one week's leave of absence with pay in addition to the annual leave provided at paragraph 21D (i) of this Award, the employee shall retain this entitlement whilst still employed by the employer at which they were working at the time of the making this Award.
- (iv)
- (a) West of the Line Allowance

Where employees of the undermentioned council areas and those employers situated to the west thereof at the time of making this Award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the employer at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.
 - (b) Climatic Allowance

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this Award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the employer at which they were working, at the time of the making of this Award.
 - (c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.
- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one employer to another employer in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (vi) The implementation of this Award shall not result in the removal of any existing arrangement for an additional payment made by the employer for the payment of wages, excepting when such payment relates to FID.
- (vii) Where an on call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.
- (viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

43. Leave Reserved

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in clause 15(vi)(a) and compensation of tools as set out in paragraph 15(vi)(d) of this Award in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the vehicle allowances as set out in paragraph 16A (i), paragraph 16A (iii) and paragraph 15(x)(j) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
- (iii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in subclause 15(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in paragraph 30E (xii) in accordance with the pay scales derived from the federal Local Government Industry Award 2010.
- (v) Leave is reserved for the parties to the Award to apply to vary clause 30, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of employees by the Building Professionals Board.
- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary subparagraph 16B (iii)(b), variations to leaseback fees, to reflect future changes to fringe benefits tax.
- (ix) Subject to the necessary legislative changes occurring, which the parties undertake to pursue, leave is reserved for the parties to apply to vary subclause 21D, Annual Leave, to provide that employees may, with the consent of the employer, take annual leave at either full, half or double pay.

44. Area, Incidence and Duration

- (i) This Award shall apply to all employers and employees:
 - (a) in local government in New South Wales; and
 - (b) in the local government industry in New South Wales as defined in this clause.
- (ii) In this Award "local government industry in New South Wales" means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. For the purposes of this subclause a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcomes of decisions about the corporation's financial and operating policies.
- (iii) The Award does not cover those employers and employees:
 - (a) whose positions are determined pursuant to section 332 of the *Local Government Act 1993* (NSW) to be senior staff positions;
 - (b) covered by the Local Government (Electricians) State Award;

- (c) covered by the Nursing Homes, &c., Nurses' (State) Award;
 - (d) covered by the Local Government, Aged, Disability and Home Care (State) Award;
 - (e) covered by the Miscellaneous Workers Home Care Industry (State) Award;
 - (f) employed by The City of Sydney;
 - (g) employed by Wollongong City Council;
 - (h) employed by Broken Hill City Council (that being the County of Yancowinna);
 - (i) employed by Newcastle City Council and covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
 - (j) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and
 - (k) employed by Newcastle Airport Pty Limited.
- (iv) This Award shall rescind and replace the Local Government (State) Award 2017 published 6 October 2017 (381 I.G. 1033) and all variations thereof.
 - (v) This Award shall operate from the commencement of the first pay period on or after the 1 July 2017 and shall remain in force for a period of three years.
 - (vi) The Award in column (a) of Table 1 of Part B provides for a 2.35% increase in rates of pay with a minimum payment of \$20.40 per week to operate from the first full pay period to commence on or after 1 July 2017.
 - (vii) The Award in column (b) of Table 1 of Part B provides for a 2.5% increase in rates of pay with a minimum payment of \$21.80 per week to operate from the first full pay period to commence on or after 1 July 2018.
 - (viii) The Award in column (c) of Table 1 of Part B provides for a 2.5% increase in rates of pay with a minimum payment of \$22.30 per week to operate from the first full pay period to commence on or after 1 July 2019.
 - (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in employer's salary system.
 - (x) The increases granted by this Award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5%, 3%, 3.2%, 3.2%, 3.2%, 2.6%, 2.15%, 3.25%, 3.25%, 2.6%, 2.7% and 2.8% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the employer's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
 - (xi) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that employers and employees have and shall continue to engage in enterprise bargaining.

PART B

MONETARY RATES - TABLE 1

CLAUSE 6- RATES OF PAY

Band/Level	(a)	(b)	(c)
	Rate Per Week First Pay Period 01/07/17 \$	Rate Per Week First Pay Period 01/07/18 \$	Rate Per Week First Pay Period 01/07/19 \$
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	390.00	399.80	409.80
T2 at 16 years of age	486.70	498.90	511.40
T3 at 17 years of age	572.60	586.90	601.60
T4 at 18 years of age or over or HSC	669.40	686.10	703.30
T5	766.70	785.90	805.50
T6	827.70	848.40	869.60
T7	868.40	890.10	912.40
T8	910.20	933.00	956.30
T9	952.20	976.00	1000.40
T10	995.50	1020.40	1045.90
Level 2	814.10	835.90	858.20
Level 3	870.00	891.80	914.10
Level 4	962.80	986.90	1011.60
Administrative/Technical/Trades Band 2			
Level 1	952.20	976.00	1000.40
Level 2	1091.90	1119.20	1147.10
Level 3	1306.80	1339.50	1373.00
Professional/Specialist Band 3			
Level 1	1091.90	1119.20	1147.20
Level 2	1306.80	1339.50	1373.00
Level 3	1521.70	1559.70	1598.70
Level 4	1844.90	1891.00	1938.30
Executive Band 4			
Level 1	1736.90	1780.30	1824.80
Level 2	2167.40	2221.60	2277.10
Level 3	2704.90	2772.50	2841.80
Level 4	3242.20	3323.30	3406.40

Note: T stands for Trainee

CLAUSE 30E (XII) - TRAINEESHIP WAGE RATES

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	323.10	355.80	423.90
Plus 1 year out of school	355.80	423.90	493.30
Plus 2 years	423.90	493.30	574.10
Plus 3 years	493.30	574.10	657.30
Plus 4 years	574.10	657.30	

Plus 5 years or more	657.30		
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MONETARY RATES - TABLE 2 ALLOWANCES

	First Pay Period 01/07/17 \$	First Pay Period 01/07/18 \$	First Pay Period 01/07/19 \$
Clause 15(i) Level 1 Adverse Working Conditions Allowance	0.41p.h. or 15.40p.w.	0.42p.h. or 15.80p.w.	0.43p.h. or 16.20p.w.
Clause 15(ii) Level 2 Adverse Working Conditions Allowance	1.07p.h. or 40.70p.w.	1.10p.h. or 41.70p.w.	1.13p.h. or 42.70p.w.
Clause 15(iii) Sewer Chokes	8.77p.s.	8.99p.s.	9.21p.s.
Clause 15(vi)(a) Tool Allowances			
Bricklayer	22.00p.w.	22.00p.w.	22.00p.w.
Carpenter & Plumber	30.80p.w.	30.80p.w.	30.80p.w.
Metal & Mechanical Trades	30.80p.w.	30.80p.w.	30.80p.w.
Painter & Signwriter	7.50p.w.	7.50p.w.	7.50p.w.
Plasterer	30.80p.w.	30.80p.w.	30.80p.w.
Clause 15 (vi)(d) Insurance Value	1790.10p.a.	1790.10p.a.	1790.10p.a.
Clause 15(x)(f) Travelling Allowances			
3 - 10 km	4.93p.j.	5.05p.j.	5.18p.j.
11 - 20 km	7.80p.j.	8.00p.j.	8.20p.j.
21 - 33 km	11.30p.j.	11.58p.j.	11.87p.j.
34 - 50 km	17.29p.j.	17.72p.j.	18.16p.j.
Each additional 10kms	4.65p.j.	4.77p.j.	4.89p.j.
Clause 15(x)(j) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.
Clause 15(xi)(a) Camping Allowance	58.00p.n.	63.00p.n.	67.55p.n.
Clause 15 (xii)(a) Community Language Allowance	21.80p.w.	22.30p.w.	22.90p.w.
Clause 15(xiii)(a) First Aid Allowance	14.70p.w.	15.10p.w.	15.50p.w.
Clause 15(xiv) Meal Allowance	15.45	15.45	15.45
Clause 15(xv) Civil Liability Allowance (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%
Clause 16A(i) Vehicle Allowances (cents per km)			
(a) Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.
(b) Minimum quarterly payment	2145.00	2145.00	2145.00
Clause 19C (iii) On Call Allowance on ordinary working days	19.33p.d.	19.81p.d.	20.31p.d.
Clause 19C (iv) On Call Allowance - on other days	37.84p.d.	38.79p.d.	39.76p.d.
Clause 19C (v) On Call Allowance - maximum per week	172.40p.w.	176.70p.w.	181.10p.w.
Clause 40(vi) Job Search Allowance	2558.80	2622.80	2688.40
Clause 42(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.
(b) Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.

Key:

p.h.	=	per hour
p.a.	=	per annum
p.d.	=	per day
p.w.	=	per week
p.n.	=	per night
p.km.	=	per kilometre
p.j.	=	per journey
p.s.	=	per shift

SCHEDULE 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out the employer shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a

type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.

- (n) The carrying and storage of fuel and employer stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by employer indicating the age of the vans and maintenance work carried out on the vans.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 201/199530)

Before Commissioner Murphy

3 July 2018

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 2018.

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 5, 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 wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant Award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
 - (v) All other terms and conditions of the relevant industrial instruments that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
 - (vi) All conditions of employment applying to temporary employees under the relevant Health Service Award, other than those specified in this Award, shall apply to Trainees.
 - (vii) A Trainee who fails to complete the Traineeship or who is not offered employment upon the completion of the Traineeship shall not be entitled to any severance payments.
- (b) Full-Time School-Based Traineeships
- (i) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
 - (ii) For the purposes of this Award, a School-Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
 - (iii) School-based trainees are to be paid an amount as detailed in Table 3, School-Based Trainees, of Part B, Monetary Rates.
 - (iv) School-Based Traineeships are part-time and subject to additional conditions.
 - (v) A "school-based Trainee" may be defined as being a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

(c) Part-Time Traineeships

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

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

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

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

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

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

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

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

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

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

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

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

So the wage rate in Year 11 is:

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

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

(d) Other Conditions

For any other conditions of employment see Health Employees' Conditions of Employment (State) Award; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award; and/or Operational Ambulance Officers (State) Award.

7. Wages

(a)

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

(b) The weekly wages 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 wage rate shall be made by the relevant NSW Training Authority based on the following criteria:

- (i) Any agreement of the parties
- (ii) The nature of the industry
- (iii) The total training plan
- (iv) Recognition that training can be undertaken in stages

- (v) The exit skill level in the relevant Award contemplated by the Traineeship.

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

- (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).

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 2019 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) Any existing Award or other industrial instrument provisions for the Australian Traineeship System (ATS) or Career Start Traineeship (CST) shall only remain applicable in relation to Australian Traineeship System trainees who commenced and are continuing a traineeship with a Health Service before the commencement of this Award.

- (c) This Award shall rescind and replace the Public Hospital Training Wage (State) Award 2017 published 9 February 2018 (382 I.G. 462) and all variations thereof.
- (d) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, and Table 3 - School Based Trainees will apply from the first full pay period on or after (ffppoa) 1 July 2018.

PART B

Table 1 - Industry/Skill Level A:

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

Highest Year of Schooling Completed			
	Year 10	Year 11	Year 12
	Rate from ffppoa 01/07/2018 2.5% \$ per week	Rate from ffppoa 01/07/2018 2.5% \$ per week	Rate from ffppoa 01/07/2018 2.5% \$ per week
School Leaver (50%)	248.76	313.44	-
School Leaver (33%)	292.93	352.19	424.35
Plus 1 year out of school	352.19	424.35	493.22
Plus 2 years	424.35	493.22	572.87
Plus 3 years	493.22	572.87	655.78
Plus 4 years	572.87	655.78	655.78
Plus 5 years or more	655.78	655.78	655.78

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

Table 2 - Industry/Skill Level B:

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

Highest Year of Schooling Completed			
	Year 10	Year 11	Year 12
	Rate from ffppoa 01/07/2018 2.5% \$ per week	Rate from ffppoa 01/07/2018 2.5% \$ per week	Rate from ffppoa 01/07/2018 2.5% \$ per week
School Leaver (50%)	248.76	313.44	-
School Leaver (33%)	292.93	352.19	409.17
Plus 1 year out of school	352.19	409.17	471.70
Plus 2 years	409.17	471.70	554.63
Plus 3 years	471.70	554.63	631.10
Plus 4 years	554.63	631.10	631.10
Plus 5 years or more	631.10	631.10	631.10

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

Table 3 - School Based Trainees

Year of Schooling		
	Year 11	Year 12
	Rate from ffppoa 01/07/2018 2.5% \$ per week	Rate from ffppoa 01/07/2018 2.5% \$ per week
School based Traineeships Skill Levels A and B	319.80	352.19

APPENDIX A

(i) Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act 2001* (NSW).

(ii) **Industry/Skill Level A**

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

Certificate III in Allied Health Assistance

Certificate III in Basic Health Care

Certificate III in Non-Emergency 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

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

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE)
AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2018/199523)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

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

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

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

"Residential Services Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals or area health services, and which are located either in the general community or in the grounds of hospitals excepting any "off-campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

"Union" means the Health Services Union NSW.

2. Salaries

Salaries for Residential Services Assistants shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

3. Conditions of Service

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

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

4. Dispute Resolution

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

5. Anti-Discrimination

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

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries will apply from the first full pay period on or after (ffpoa) 1 July 2018.
- (ii) This Award rescinds and replaces the Public Hospital Residential Services Assistants (State) Award published 24 November 2017 (382 I.G. 140) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from ffppoa 01/07/2018 2.5% \$ per week
Residential Services Assistant	
1st year of service	1,020.80
2nd year of service	1,041.19
3rd year of service	1,061.27
4th year of service	1,086.40
5th year of service	1,106.08

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199428 of 2018)

Before Commissioner Murphy

3 July 2018

AWARD

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

1. Definitions

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

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

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the New South Wales Association of Medical Record Librarians or such other qualifications deemed to be equivalent by the employer.

"Officer" means a medical record librarian employed by the employer.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union NSW.

2. Salary and Grading Structure

For current salaries refer Health Professional and Medical Salaries (State) Award, as varied or replaced from time to time.

Medical Records Administrator / Medical Records Manager

Grade 1	All other hospitals including, Western Suburbs, Balmain, Grafton, St. Margaret's, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury, Bathurst, Canterbury, Coffs Harbour, Dubbo, Fairfield, Griffith, Manning, Port Kembla, Shellharbour.

Grade 3	Auburn, Campbelltown, Camden, Lismore, Wagga.
Grade 4	Mt. Druitt, Manly, Bankstown, Ryde, Mona Vale, Nepean, Blacktown, Sydney, Royal Women, Sutherland.
Grade 5	Hornsby, Liverpool, St. George, Wollongong, Gosford, Newcastle, Royal Alexandra Children's Hospital and Country Regions.
Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer
 - (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
 - (b) the date of effect of the grading recommended. Provided that:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.

- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

Except as otherwise provided, the matters to be referred to the committee shall be:

 - (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.

- (iii) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.

- (iv) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the

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

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

4. Labour Flexibility

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

5. Anti-Discrimination

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

NOTES -

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

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

6. Conditions of Service

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

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

7. Dispute Resolution

The dispute settlement procedures contained in the applicable conditions award as outlined in Clause 6. Conditions of Service (and as varied or replaced from time to time) shall apply.

8. No Extra Claims

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

9. Area, Incidence and Duration

- (i) This Award Takes effect from 1 July 2018 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Medical Records Librarians Award published 9 February 2018 (382 I.G. 487) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

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

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

EA19/01 - Blacktown City Council Minimum Conditions and Benefits Employment Agreement 2018 - 2021

Made Between: Blacktown City Council -&- 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: New

Approval and Commencement Date: Approved 3 August 2018 and commenced 1 July 2018.

Description of Employees: The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

EA19/02 - Willoughby City Rangers' Agreement 2019

Made Between: Willoughby City Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 16 April 2019 and commenced 7 February 2019.

Description of Employees: The agreement applies to all employees employed by Willoughby City Council located at 31 Victor Stree, Chatswood NSW 2067, employed within the Rangers' Section, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 24 Months.