

[2022] FWCA 3063

The attached document replaces the document previously issued with the above code on 6 September 2022.

A typographical error in the Agreement title has been corrected in the preamble and in paragraph [1].

Associate to Deputy President Masson

Dated 7 September 2022.





# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**St Vincent's Hospital Sydney Limited**  
(AG2022/3223)

## **NSW (NON-DECLARED) AFFILIATED HEALTH ORGANISATIONS' PROFESSIONAL AND ASSOCIATED STAFF AGREEMENT 2022**

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 6 SEPTEMBER 2022

*Application for approval of the NSW (Non-Declared) Affiliated Health Organisations' Professional and Associated Staff Agreement 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *NSW (Non-Declared) Affiliated Health Organisations' Professional and Associated Staff Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Vincent's Hospital Sydney Limited. The Agreement is a multi-enterprise agreement.

- [2] The Agreement covers the following six employer entities:
- Calvary Health Care Sydney Limited T/A Calvary Health Care Kogarah
  - Calvary Health Care (Newcastle) Limited T/A Calvary Mater Newcastle
  - Karitane
  - NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors (STARTTS) T/A STARTTS
  - Royal Society for the Welfare of Mothers and Babies T/A Tresillian Family Care Centres
  - St Vincent's Hospital Sydney Limited

[3] The Employers have provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[7] The Health Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 September 2022. The nominal expiry date of the Agreement is 5 September 2025.



DEPUTY PRESIDENT

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Annexure

A

IN THE FAIR WORK COMMISSION

FWC Matter No:  
AG2022/3223

Applicant:

Health Services Association of New South Wales

Section 185 – Application for approval of a multi-enterprise agreement

**Undertaking- Section 190**

I, Gerald Michael Carr, Senior Manager, People and Culture at St Vincent's Hospital Sydney, provide the following undertakings with respect to the Named NSW (Non-Declared) Affiliated Health Organisations' Professional and Associated Staff Agreement 2022 (**the Agreement**) on behalf of the Health Services Association of New South Wales (**the Applicant**):

1. I have the authority given to me by the Applicant to provide this undertaking in relation to the Agreement before the Fair Work Commission.
2. Where an undertaking seeks to change a clause of the Agreement, changes will be identified by an underline.
3. We undertake that clause 1(iii) of the Agreement will be taken to read:
  - (iii) Duration  
  
This agreement will commence operation seven days after it has been approved by the Fair Work Commission and shall have a nominal expiry date of 3 years from the day it is approved by the Fair Work Commission.
4. We undertake that clause 12(ii)(a) of the Agreement will be deleted and replaced with the following clause:
  - (a) For the purpose of this subclause 12(ii)(a), a shiftworker as defined under the National Employment Standards is entitled to an additional week's annual leave per year of service on the same terms and conditions.  
  
The additional paid annual leave set out in this sub-clause 12(ii)(a) is not cumulative upon the additional paid annual leave set out in paragraph (b) of this subclause. The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then paragraph (b) of this subclause shall not apply.
5. We undertake that clause 23(i) of the Agreement will be taken to read:
  - (i) All parties must use their best endeavours to cooperate in order to avoid any grievance and/or disputes. A dispute may be about any matter arising under the agreement and in relation to the National Employment Standards.
6. We undertake that clause 15(b)(5) and clause 16 of the Agreement will be applied in accordance with section 324 of the *Fair Work Act 2009* (Cth), as amended from time

to time. This includes the requirement to obtain written authorisation from an employee before any permitted deduction of wages is made.

7. With response to issues raised concerning inconsistency with the National Employment Standards, we undertake that clause:

a. Clause 14(i)(a) of the Agreement will be taken to read:

- (a) the employee must notify the employer, in accordance with section 107 of the Fair Work Act 2009 (Cth) of any period where an employee is taken to be on personal/carers leave under this agreement. The employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such notice requirements.

b. Clause 14(v) of the Agreement will be taken to read:

- (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave shall be reccredited where an illness occurs during the period of annual leave.

c. Clause 15(b)(5) of the Agreement will be taken to read:

- (b) (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 in accordance with section 324 of the Fair Work Act 2009 (Cth) from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be. At no stage shall the employer make any deduction from entitlements owing to employees under the National Employment Standards.

d. Clause 16 of the Agreement will be taken to read:

During the first six months of employment, employment shall be from week to week. After six months continuous service, employment may be terminated only by four weeks' notice given either by the employer or the employee or by payment or forfeiture of four weeks' salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for serious misconduct.

The Employer shall increase the notification period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

- e. The definition of "household" under clause 24B(i)(e) of the Agreement will be deleted;
- f. Clause 24B(ii)(a)(1) of the Agreement will be deleted and replaced with the following clause:

- (1) the employee being required to care or support a member of the employee's immediate family, or someone who lives with them, because they are sick or injured or there is an unexpected emergency.
- g. Clause 24B(h) of the Agreement will be deleted and will no longer be read as part of the Agreement;
- h. Clause 24(C)(i)(a) of the Agreement will be taken to read:
- (a) Casual employees are entitled to not be available to attend work or to leave work if member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury, or a baby in their immediate family or household is stillborn, or they have a miscarriage, or if their current spouse or de facto partner has a miscarriage.
- i. Clause 26A(v) of the Agreement will be taken to read:
- (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 four week's prior to the commencement of the leave should accordingly be given, unless this is not practicable, in which case notice as soon as practicable. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

8. We undertake, under Table 3 – Health Professionals and Medical Salaries of the Agreement, that Stage 1 and 2 Dental Technician Trainees will be paid the rates, penalty rates, allowances, and entitlements in the Agreement or the equivalent standard rates, penalty rates, allowances, and entitlements for each corresponding classification specified in the Health Professionals and Support Services Award 2020, whichever is higher:

<b>Dental Technician</b>	
<b>Trainee</b>	
Stage 1 – (first 6 months)	\$45,792.80
Stage 2 – (6 months to 1 year)	\$46,792.80

9. We undertake that all trainee employees, as classified under Tables 4 to 6 of the Agreement, will be paid the equivalent standard pay rates, penalty rates, allowances, and entitlements for each corresponding classification specified in the Health Professionals and Support Services Award 2020.
10. We undertake that clauses 6 Part 2(i) and 6 Part 3 of the Agreement will be deleted and will no longer be read as part of the Agreement.
11. We undertake that clause 3(i) of the Agreement will be taken to read:



- (i) The ordinary hours of work for day workers, exclusive of mealtimes, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Ordinary hours will not exceed 10 hours of work (exclusive of meal breaks) in any one day.

12. We undertake that clause 8(xiii) of the Agreement will be taken to read:

- (xiii) All time worked by employees employed pursuant to Part 1 of clause 6, Part-time Employees, in excess of the rostered daily ordinary hours of work shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on Public Holidays at the rate of double time and one half.

In accordance with clause 10.2 of the Health Professionals and Support Services Award 2020, the Employee's number of hours to be worked each week, days of the week the employee will work, and starting and finishing times each day may be varied by agreement between the Employer and Employee and recorded in writing.

13. We undertake that Clause 3.1 in the Health Industry Status of Employment Schedule of the Agreement will be taken to read:

- 3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 20 per cent casual loading. A minimum payment of 3 hours at ordinary pay on each occasion the employee commences a shift will apply.

Any overtime worked by a casual employee will be paid at the rates in clause 8(i) of this Agreement but shall not be cumulative with the casual loading in this clause. Where a casual employee undertakes shiftwork Monday to Friday, they will be paid the shift rates in clause 9(i) of this Agreement in addition to the casual loading in this clause.

14. We undertake that the base rate of pay for the role of "Part-Time Graduate Analyst", Table 3 – Health Professionals and Medical Salaries of the Agreement, will be taken to read:

Part-Time Graduate Analyst (Per Hour)	\$43.66
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15. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Gerald Carr

Signature

GERALD CARR

Full Name

Senior Manager People & Culture SVHS

Position

On behalf of:

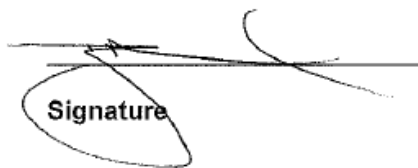
St Vincent's Hospital Sydney Limited

390 Victoria Street

Darlinghurst NSW 2010

30/8/22

Date

  
Signature

MALCOLM McLELLAND

Full Name

HR Manager

Position

On behalf of:

Calvary Health Care Sydney Limited

91-111 Rocky Point Road

Kogarah NSW 2217

1 SEPTEMBER 2022

Date



**Signature**

---

Pina Filippone

**Full Name**

Human Resources Manager

**Position**

**On behalf of:**

**Royal Society for the Welfare of Mothers and Babies (Tresillian)**

**McKenzie Street**

**Belmore NSW 2192**

31 August 2022

**Date**



Signature

Liana O'Connor

Full Name

Human Resources Manager

Position

On behalf of:

Calvary Health Care (Newcastle) Limited

Edith Street

Waratah NSW 2298

01/09/22

Date

DocuSigned by:  
*Genevieve Fisher*  
8DE0BC3EE7EC40E

**Signature**

Genevieve Fisher

**Full Name**

HR Coordinator

**Position**

**On behalf of:**

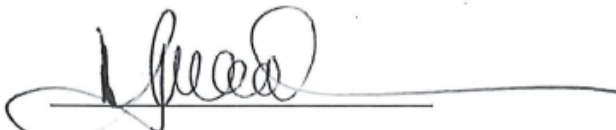
**Karitane**

**126 The Horsley Drive**

**Carramar NSW 2163**

8/31/2022

**Date**

  
Signature

LACHLAN JAMES MURDOCH

Full Name

DEPUTY CHIEF EXECUTIVE OFFICER

Position

On behalf of:

NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors  
152-168 The Horsley Drive  
Carramar NSW 2163

31/8/2022  
Date

Note - the model consultation and flexibility terms are taken to be terms of this agreement. This agreement is to be read together with undertakings given by the employers. The undertakings are also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

**THE NAMED NSW (NON-DECLARED)  
AFFILIATED HEALTH ORGANISATIONS'  
PROFESSIONAL AND ASSOCIATED STAFF  
AGREEMENT 2022**



## **PART A.**

### **1. ARRANGEMENT**

Clause No. Subject Matter

1. Title, Parties and Duration
2. Definitions
3. Hours
- 3A. Multiple Assignments
4. Roster of Hours
5. Climatic and Isolation Allowance
6. Part-Time Employees
7. Relieving Other Members of Staff
8. Overtime
- 8a. On Call – Physiotherapists, Occupational Therapists and Speech Pathologists
- 8b. On Call Allowance – Social Workers and Sexual Assault Workers
- 8c. Call Out Allowance – Social Workers and Sexual Assault Workers
9. Penalty Rates for Shift Work and Weekend Work
10. Meals
11. Public Holidays
12. Annual Leave
13. Long Service Leave
14. Sick Leave
15. Payment and Particulars of Salary
- 15A. Remuneration
16. Termination of Employment
17. Accommodation and Amenities
18. Inspection of Lockers of Employees
19. Uniforms and Protective Clothing
20. Promotions and Appointments
21. Consultation Regarding Major Workplace Change
22. Mobility, Excess Fares and Travelling
23. Dispute Resolution
24. Family and Community Services Leave and Personal/Carers' Leave, Family Violence Leave and Compassionate Leave
25. General Conditions
26. Maternity, Adoption and Parental Leave
- 26A. Lactation Breaks
27. Agreement Flexibility
28. Blood Count
29. Anti-Discrimination
30. Redundancy – Managing Displaced Employees
31. Labour Flexibility
32. Salary Packaging
33. Salary Sacrifice to Superannuation
34. Reasonable Hours
35. Union Representatives
36. Notice Boards
37. Induction and Orientation
38. No Extra Claims
39. Ceremonial Leave

## **2. SCHEDULES**

HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS SCHEDULE  
HEALTH EMPLOYEES DENTAL OFFICERS SCHEDULE  
HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS SCHEDULE  
HEALTH EMPLOYEES ORAL HEALTH THERAPISTS SCHEDULE  
NSW HEALTH SERVICE HEALTH PROFESSIONALS SCHEDULE  
PUBLIC HOSPITALS DENTAL ASSISTANTS SCHEDULE  
PUBLIC HOSPITALS LIBRARY STAFF SCHEDULE  
PUBLIC HOSPITAL MEDICAL RECORD LIBRARIANS SCHEDULE  
HEALTH INDUSTRY STATUS OF EMPLOYMENT SCHEDULE  
HEALTH PROFESSIONAL AND MEDICAL SALARIES SCHEDULE  
PUBLIC HOSPITAL (TRAINING WAGE) SCHEDULE  
ABORIGINAL HEALTH EDUCATION OFFICERS SCHEDULE  
AREA CO-ORDINATORS SCHEDULE  
CLERK OF WORKS SCHEDULE  
DRUG AND ALCOHOL COUNSELLOR – NON-GRADUATE SCHEDULE  
ENVIRONMENTAL HEALTH OFFICERS SCHEDULE  
GRADING COMMITTEES – SOCIAL WORKERS AND DIETITIANS SCHEDULE  
HEALTH EDUCATION OFFICERS SCHEDULE  
MUSIC THERAPIST – UNQUALIFIED SCHEDULE  
NURSE COUNSELLORS SCHEDULE  
REGIONAL COORDINATORS SCHEDULE  
REMEDIAL GYMNAST SCHEDULE  
SEXUAL ASSAULT WORKER – NON-GRADUATE SCHEDULE  
SOCIAL EDUCATORS SCHEDULE  
WELFARE OFFICER – NON-GRADUATE SCHEDULE  
ABORIGINAL HEALTH WORKERS SCHEDULE

## **PART B - MONETARY RATES**

Salary Tables  
Allowance Tables

## **PART A**

### **1. TITLE, PARTIES AND DURATION**

- (i) This Agreement shall be known as the NSW (Non-Declared) Affiliated Health Organisations' Professional and Associated Staff Agreement 2022.

- (ii) Parties

This agreement will be binding on:

- (a) St Vincent's Hospital Sydney Limited
- (b) Karitane
- (c) Royal Society for the Welfare of Mothers and Babies (known as Tresillian Family Care NSW)
- (d) NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors
- (e) Calvary Health Care Sydney Limited
- (f) Calvary Mater Newcastle
- (**"the employer"** or **"the Hospital"**)
- (g) The Health Services Union (**"the Union"**); and
- (h) Employees employed in classifications listed in Salary Tables, Part B, by one of the above mentioned Affiliated Health Organisation (Non-Declared) (including at locations other than those listed above).

- (iii) Duration

This agreement will commence seven days after it has been approved by Fair Work Commission and shall remain in force until [date to be inserted].

## 2. DEFINITIONS

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

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

**"Elected Representative"** means a nominated workplace representative who may be an official of the Union or other person nominated by the employee to represent them.

**"Employer"** means those organisations identified in paragraph (a)-(f) of sub-clause (ii) of Clause 1, Title, Parties and Duration.

**"Health Institution"** means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the *Health Services Act 1997* (NSW).

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

**"On call"** means a period an employee is required to make himself/herself available outside of a normal rostered shift.

**"Public Health Organisation"** means an organisation defined in section 7 of the *Health Services Act 1997* (NSW) as follows:

- (i) an area health service; or
- (ii) a statutory health corporation; or
- (iii) an affiliated health organisation in respect of its recognised establishments and recognised services.

**"Shift Worker"** as defined by the Act means an employee:

- (i) who is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
- (ii) is regularly rostered to work those shifts; and
- (iii) regularly works on Sundays and public holidays.

**"Union"** means the Health Services Union NSW.

### 3. HOURS

- (i) The ordinary hours of work for day workers, exclusive of mealtimes, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.
- (ii) The ordinary hours of work for shift workers exclusive of mealtimes shall be 152 hours per 28 calendar days.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv)
  - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.
  - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30 June 1984, working shifts of less than eight hours duration may:
    - (1) continue to work their existing total hours each 28 days but spread over 19 days, or
    - (2) with the agreement of the employer, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the employer and the Employees and the Union, or other elected representative as nominated by the employee agree that exceptional circumstances exist in a particular hospital, or health institution an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the employee concerned, accumulate and be taken at a time mutually agreed upon between the employee and the employer. Provided that the maximum number of allocated days off duty which may accumulate under this subclause shall be three.
- (viii) There shall be no accrual of 0.4 an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 12, Annual Leave of this Agreement. However, where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave

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

- (ix) An employee entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 11, Public Holidays of this Agreement, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay.
- (xiii)
  - (a) One twenty minute interval (in addition to meal break) shall be allowed each employee on duty for a tea break during each ordinary shift of 8 hours. Such interval shall count as working time. Part-time employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
  - (b) Where it is not possible due to the nature of the work performed to have one twenty-minute break, the employee may take one ten (10) minute break and be permitted to proceed off duty ten (10) minutes prior to the rostered finishing time of that shift.
  - (c) Paragraph (b) of this subclause will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

### **3A. MULTIPLE ASSIGNMENTS**

- (i) Multiple assignments under this Agreement exist when:
  - (a) An employee has more than one position under this Agreement within the within the same employer, and
  - (b) The same conditions of employment within the Agreement 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 Agreement 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 subclause 3A(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 Agreement.

#### **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 3 Hours.
- (c) Where the combined total number of ordinary hours worked under an employee’s multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (ie full time) in Clause 3 they will be considered as a full time employee for the purposes of the Agreement and:
  - (1) that employee is entitled to allocated days off in accordance with Clause 3 Hours, and
  - (2) Clause 8 Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee’s multiple assignments is less than those set out in subclause (c) of this subclause they will be treated in accordance with Part 1 of Clause 6 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 6 Part-Time Employees, and
  - (2) Overtime as prescribed in Clause 6 Part-Time Employees (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 Agreement. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

#### **Public Holidays – Rostered Day Off**

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under Clause 11, Public Holidays subclause (iv).

#### **Temporary Employees**

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with Clause 3 of the Health Industry Status of Employment Schedule, 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 20 September 1994**

- (k) Where an employee:
  - (1) has elected to receive the benefits set out in Part 2 of Clause 6 Part-Time Employees, in relation to an assignment, and
  - (2) after the date this clause was operative in this Agreement the employee commences in a second or further permanent part time assignment (as set out in Part 1 of Clause 6 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 6 Part-Time Employees shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the Agreement.

- (l) Where an employee:
  - (1) has elected to receive the benefits set out in Part 2 of Clause 6 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 6 and Part-Time Employees shall not apply to any of their assignment.

#### **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 12 Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under Clause 26 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 already hold a position with 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 Agreement, including the accrual and taking of leave. The only exceptions are:
  - (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
  - (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.
  - (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under Clause 13 Long Service Leave.
  - (d) Service in all assignments will be recognised for the purposes of entitlements under

Clause 26, 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/Carers' Leave, Family Violence Leave and Compassionate Leave as provided in Clause 24.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in Clause 24 part D.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of Clause 8, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisation in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Organisation in the Public Health System.

**Changes to the composition of Organisation in the Public Health System**

- (vi) The employer and the Union agree to review this clause in the event that the boundaries of any Organisation in the Public Health System change.

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.

#### **4. ROSTER OF HOURS**

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

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

Provided further that a roster may be altered at any time to enable the services of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been his/her day off such time worked shall subject to subclause (vi) of clause 3, Hours, of this Agreement, be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with the said clause 3, that allocated day off duty is to be shown on the roster of hours for that employee

## **5. CLIMATIC AND ISOLATION ALLOWANCE**

- (i) Subject to subclause (ii), of this clause, persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowances set in Allowance Tables of Part B in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

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

Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance set in Allowance Tables of Part B in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz: Commencing at a point on the right bank of the Murray River opposite Swan Hill (Vic.) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (ii) The allowances prescribed by this clause are not cumulative.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Agreement.
- (iv) A part-time employee shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hour

## **6. PART-TIME EMPLOYEES**

### **Part 1 - Permanent Part-time Employees**

- (i) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed by the salaries clause of each relevant calling, with a minimum payment of 3 hours for each start.
- (iii) Employees engaged under this part shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

### **Part II - Savings Provisions**

- (i) Employees engaged as part-time employees as at 10 February 1992 were entitled to exercise the option of receiving the benefits of employment applicable to those employed under Part 1 of this clause or in lieu thereof the following:
  - (a) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, plus 15 per cent of the appropriate hourly rate.
  - (b) For entitlement to payment in respect of Annual Leave, see *Fair Work Act, 2009* (Cth).
- (ii) An employee engaged as a part-time employee as at 10 February 1992 who has taken the option of payment in accordance with Part 1 of this clause cannot revert to the provisions of Part II.

### **Part III - Exclusions**

With respect to employees employed under Part 1, the provisions of subclauses (i), (ii) and (iv) to (xii) of clause 3, Hours, shall not apply.

With respect to employees employed under Part II of this clause, the provisions of subclauses (i), (ii) and (iv) to (xii) of the said clause 3 and clause 8, Overtime shall not apply.



## **7. RELIEVING OTHER MEMBERS OF STAFF**

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

## 8. OVERTIME

- (i) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours and clause 4, Roster of Hours, of this Agreement shall be paid for at the rates of time and one-half up to 2 hours each day and thereafter at the rate of double time; provided however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on Public Holidays shall be paid for at the rate of double time and one half.
- (ii) Subject to subclauses (iii) – (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates. This clause shall not apply to employees covered by Clause 8b On Call Allowance – Social Workers and Sexual Assault Workers, of this Agreement.
- (viii) An employee recalled to work overtime as prescribed by subclause (ii), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work. Provided further that where an employee elects to use his/her own mode of transport, he/she shall be paid an allowance equivalent to the "Transport Allowance" as provided by Determination made under the *Health Services Act 1997* (NSW), as varied from time to time.
- (ix) When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (x) An employee who works so much overtime -
  - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or

- (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours of duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next ordinary day or shift; shall, subject to this subclause, be released after completion of such overtime until he/she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of his/her employer, such an employee resumes or continues to work without having such eight consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xi) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (xii) This clause shall not apply to Social Workers or Sexual Assault Workers in circumstances where they are entitled to payment in accordance with provisions of Clause 8c, Call Out Allowance - Social Workers and Sexual Assault Workers, of this Agreement.
- (xiii) All time worked by employees employed pursuant to Part 1 of clause 6, Part-time Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on Public Holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (xiv)
  - (a) In lieu of the conditions specified in sub-clauses (i) and (ii) employees engaged in Community Health may be compensated for overtime worked by taking time in lieu of the overtime.
  - (b) The time in lieu is to be taken within three months of the overtime being worked and is to be granted at the ordinary time rate.

If the time in lieu is not taken within the three months period it is to be paid to the employee at the appropriate overtime rate at the time the overtime was worked and at the wage rate applying at the time payment is made.

#### **8a. On Call – Physiotherapists, Occupational Therapists and Speech Pathologists**

- (i) This clause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under the NSW Health Service Health Professionals Schedule.
- (ii) An “on call period” is a period during which an employee is required by the employer to be on call.

- (iii) For the purposes of calculation of payment of on-call allowances and for call back duty, an on call period shall not exceed 24 hours.
- (iv) An employee shall be paid for each on call period, at the option of the employer, either an allowance per on call period or an on call allowance per week. The on call allowances are set out in Allowance Tables of Part B.

#### **8b. On Call Allowance – Social Workers and Sexual Assault Workers**

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals Schedule or under any other Schedule.
- (ii) An “on call period” is a period during which an employee including part-time employees is required by the employer, to be on call in accordance with subclause (iii) of this clause.
- (iii) Employees, including part-time employees, rostered to be “on call” and to provide a telephone counselling service during period of such “on call” shall be entitled to payment at the rate of one-third of the employee’s normal pay for each hour of performing the above duty, provided that there shall be a maximum payment in respect of each “on call” period of two and one-half hours’ pay. Provided that “on call” periods -
  - (a) which commence on or after 9.00am Saturday and finish on or before 9.00am Monday should not exceed 12 hours;
  - (b) which commence on or after 9.00am Monday and finish on or before 9.00am Saturday should not exceed 16 hours; and
  - (c) where “on call” periods outlined in paragraphs (a) and (b) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours’ pay.

#### **8c. Call Out Allowance – Social Workers and Sexual Assault Workers**

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals Schedule or under any other Determination.
- (ii) “Call out” is the period over which an employee including part-time employees is required by the employer to return to duty. For the purpose of this definition, call out shall only apply to on call and unrostered time periods.
- (iii) Employees including part-time employees who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
  - (a) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:

- (1) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
  - (2) Payment shall be calculated as if the employee had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (1) above or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
- (b) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An employee, including part-time employees, where recalled to work as prescribed in subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work in accordance with clause 22, Mobility, Excess Fares and Travelling, of this Agreement.

Where employees are recalled to work as prescribed in subclause (ii) of this clause the employee shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## 9. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

- (i) Shift workers working afternoon or night shifts shall be paid the following percentages in addition to the ordinary rate for such shift provided that part-time employees shall only be entitled to the additional rates where their shifts commence prior to 6 a.m. or finish subsequent to 6 p.m.
  - (a) Afternoon shift commencing at 10 a.m. and before 1 p.m. - 10 per cent.
  - (b) Afternoon shift commencing at 1 p.m. and before 4 p.m. - 12½ per cent.
  - (c) Night shift commencing at 4 p.m. and before 4 a.m. - 15 per cent.
  - (d) Night Shift commencing at 4 a.m. and before 6 a.m. - 10 per cent.
- (ii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:
  - (a) **"Day Shift"** means a shift which commences at or after 6 a.m. and before 10 a.m.
  - (b) **"Afternoon Shift"** means a shift which commences at or after 10 a.m. and before 4 p.m.
  - (c) **"Night Shift"** means a shift which commences at or after 4 p.m. and before 6 a.m. on the day following.
- (iii) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday, at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday, at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.

The foregoing paragraph shall apply to part-time employees but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part II of the said clause 6, in respect of their employment between midnight on Friday and midnight on Sunday.

## **10. MEALS**

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of his/her meal break such time shall count as part of his/her ordinary working hours.
- (ii) An employee who works authorised overtime shall be paid in addition to payment for such overtime:
  - (a) An amount set in Allowance Tables, Part B for breakfast when commencing such overtime work at or before 6.00 a.m.;
  - (b) An amount set in Allowance Tables, Part B for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00 p.m.;
  - (c) An amount as set in Allowance Tables, Part B for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or public holidays; or shall be provided with adequate meals in lieu of such payment. The rates prescribed by this subclause shall be varied as the equivalent rates are varied from time to time by the Regulation made under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award*.
- (iii) Where practicable employees shall not be required to work more than four hours without a meal break



## 11. PUBLIC HOLIDAYS

(i)

- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

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

- (b) For the purpose of this clause the following shall be deemed public holidays, viz, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day, and any other day proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (c) Shift workers rostered off duty on a public holiday shall:
  - (1) be paid one day's pay in addition to the weekly rate; or if the employees so elect,
  - (2) have one day added to their period of annual leave.
- (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (e) Provided that an employee who has accrued additional leave referred to in paragraph (a) and (c) of 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 week's accrued additional leave and that the salary for the period of additional leave and that the salary for the period of additional leave paid out will be calculated as if the period was actually taken.

(ii) In addition to those public holidays prescribed in paragraph (b) of subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Employees and the Union, or other elected representative as nominated by the employee, or other suitable day as agreed between the employer and the Employees and the Union, or other elected representative as nominated by the employee. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. The foregoing does not apply in areas where in each year -

- (a) A day in addition to ten named public holidays specified in paragraph (b) of subclause (i) is proclaimed and observed as a public holiday or
- (b) Two half days in addition to the ten named public holidays specified in paragraph (b) of subclause (i) are proclaimed and observed as half public holidays.

(iii)

- (a) A public holiday as defined in paragraph (b) of subclause (i) and subclause (ii) of this clause occurring on an ordinary working day shall be allowed to employees employed pursuant to Part 1 of clause 6, Part-time Employees, without loss of pay, but each such employee who is required to and does work on a public holiday shall have one day or one-half day, as appropriate added to his/her period of annual leave and be paid at the rate of one-half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would be otherwise payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work and any balance of the day of shift not worked shall be paid at ordinary rates.
- (b) The provisions of subclauses (i) and (ii) of this clause shall apply to Part-time Employees under Part II, Savings Provisions of the said clause 6, who work 30 hours or more per week over 5 days per week provided that if such an employee is required to and does work on a public holiday as defined in paragraphs (a) and (b) of subclause (i) and subclause (ii) of this clause, he/she shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part II, Savings Provisions of the said clause 6, in respect of such work.
- (c) Subclauses (i) and (ii) of this clause shall not apply to part-time employees engaged under Part II of clause 6, Part-time Employees, of this Agreement but each such employee who is required to and does work on a public holiday as defined in the said subclauses (i) and (ii) shall be paid at the rate of double time and one half but such employee shall not be entitled to be paid in addition to the allowance of 15 per cent as prescribed in Part II of the said clause 6, in respect of such work.

## **12. ANNUAL LEAVE**

- (i) Annual leave is provided for in the National Employment Standards. This clause contains additional provisions that apply instead of, not in addition to, the National Employment Standards. If an employee's entitlements under this clause fall below those provided under the National Employment Standards, the National Employment Standards will apply to that employee instead of this clause, except sub-clauses 12 (vii), (viii) and (ix), which will apply to any employee.

- (ii) **Additional Annual Leave**

- (a) An employee is entitled to accrue an additional amount of paid annual leave, for each completed 12 month period of continuous service with the employer, of 1/52 of the number of ordinary hours worked by the employee, for the employer, as a Shift Worker as defined by this agreement during that 12 month period.

The additional paid annual leave set out in this sub-clause is not cumulative upon the additional paid annual leave set out in paragraph (b) of this subclause. The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then paragraph (b) of this subclause shall not apply.

- (b) **Counter Leave**

- (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
      - i. if 35 ordinary shifts on such days have been worked - one week;
      - ii. if less than 35 ordinary shifts on such days have been worked - proportionately calculated on the basis of 38 hours leave for each 35 such shifts worked.

The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded. Provided that an employee entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment

- (2) An employee with an accrued entitlement to additional annual leave pursuant to sub paragraphs (1) above can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave provided that the amount is a minimum of one weeks' accrued additional leave; and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
      - (3) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.

- (3) Paragraph (b) of this subclause does not apply to part-time employees employed under Part II of clause 6, Part-time Employees.
  - (4) Paragraph (b) of this subclause will apply to employees employed under Part 1 of clause 6, Part-time Employees, the additional annual leave shall be calculated based on contracted hours worked.
- (iii) On termination of employment, employees shall be entitled to payment for any untaken annual leave entitlements, including annual leave loading, pursuant to subclause (i) of this clause and subclause (i) of Clause 11, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with subclause (i) of this clause.
- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) Shift workers, as defined in clause 2, Definitions, of this agreement, shall be paid whilst on annual leave their ordinary pay plus allowances and weekend penalties relating to ordinary time the shift workers would have worked if they had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 11, Public Holidays, of this agreement.
- (vi) Employees shall be entitled to an annual leave loading of 17½ per cent, or shift penalties as set out in subclause (iv) of this clause, whichever is the greater, for four weeks of their annual leave entitlement each year.
- (vii) Credit of time towards an allocated day off duty shall not accrue when an employee is absent on the four weeks annual leave, for which annual leave loading is payable, in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 3, Hours, of this agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on the one week's additional annual leave granted to shift-workers in pursuant to the *Fair Work Act 2009* (Cth) and subclause (i) of clause 11, Public Holidays, of this agreement.
- (viii) Direction To take Annual leave
  - (1) The parties must attempt to reach an agreement as to the employee taking annual leave during periods of low production or low activity at the place of employment.
  - (2) Where an agreement is not reached, upon one months' notice to the employee, the employer may direct the employee to take leave from accrued but untaken annual leave.
  - (3) Where an employee does not have adequate annual leave accrual, the employer will make all reasonable attempts to redeploy the employee to another position of comparable skills and qualification in the place of employment during periods of low production or low activity.
  - (4) The employer cannot direct the employee take annual leave on days which the employee has already elected and been approved to take annual leave.
  - (5) The employer cannot direct the employee take a period of annual leave, in circumstances authorised under this clause, more than once in one calendar year.

- (6) Periods of low productions of low activity include the period proximate to Christmas, New Year and Easter.
- (7) Any disputes that arise under subclause (viii) may be dealt with under clause 23, Dispute Resolution, of this agreement.

(iv) Cashing Out Of Annual Leave

Subject to any relevant legislation, an employer may agree with their employee to cash out part of their accrued annual leave entitlement if:

- (a) The remaining accrual after the cashed out period of annual leave is deducted is not less than four weeks and
- (b) The agreement to cash out part of their annual leave accrual is requested and authorised in writing by the employee and the employer

(v) Excessive Annual Leave Accruals

General Provision

- (a) An employee has an excessive annual leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a Shift worker).
- (b) If an employee has an excessive annual leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Subclauses (v)(d)-(g) below sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

Excessive Annual leave Accruals: Direction by Employer That Annual Leave be Taken

- (d) If an employer has genuinely tried to reach agreement with an employee under clause (v)(b) but agreement is not reached (including because the employee refuses to confer) the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (e) However, a direction by the employer under paragraph (v)(d) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under this clause or otherwise agreed by the employer and employee) are taken into account; and
  - (1) Must not require the employee to take any period of paid annual leave of less than one week and
  - (2) Must not require the employee to take a period of paid annual leave beginning less than eight weeks or more than twelve months after the direction is given and
  - (3) Must not be inconsistent with any leave arrangement agreed by the employer and employee
- (f) The employee must take paid annual leave in accordance with a direction under clause (v)(d) that is in effect.

An employee to whom a direction has been given under clause (v)(d) may request to take a period of paid annual leave as if the direction had not been given.

### 13. LONG SERVICE LEAVE

(i)

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

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

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

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

(ii) For the purposes of subclause (i) of this clause:

- (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 7 NSW Health Policy Directive PD2022\_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

- (b) Broken periods of service with the employer in one or more hospitals shall count as service.

- (c) Service shall not include -

1. any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
2. any period of part-time service arising from employment under Part II, of clause 6, Part-time Employees, except as provided for in subclause (ix).

(iii) An employee with an entitlement to long service leave may elect to access such entitlement:

- (a) on full  
pay;

- (b) on half pay; or
  - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
  - (a) a period of leave on full pay - the number of days so taken;
  - (b) a period of leave on half pay - half the number of days so taken; or
  - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
  - (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 15 NSW Health Policy Directive PD2022\_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years' service dies, the accrued long service leave will be paid out on the death of an employee in accordance with Section 4 (Long Service Leave) – subsection (5), paragraph (b) of the *Long Service Leave Act 1955* (NSW).
- (vii) 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 6, of this Agreement). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act, 1955* (NSW), and/or Determination made under the *Health Services Act 1997* (NSW).
- (viii) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (ix) 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 Agreement 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 Agreement. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Agreement, the employer shall be entitled to debit such leave

against any leave to which the employee may be entitled pursuant to this clause.

- (x) 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 5, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
2. Is employed in a hospital, to which clause 5, 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 Agreement where such benefits are more favourable to the employee.

(b) An employee employed -

1. as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the Long Service Leave Act 1955, as provided for in sub-clause (ix) of this clause;
2. on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this Agreement where such benefits are more favourable to the employee.

- (xi) 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 no



#### **14. SICK LEAVE**

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work as sick leave, granted in advance, for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
  - (a) all periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer; provided, however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements;
  - (b) the employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave;
  - (c) an employee shall be granted sick leave progressively for the first 3 months of continuous service. At the completion of three months continuous service the employee shall be granted, in advance, the balance of their first year of entitlement of sick leave.
  - (d) service, for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with that employer current at the date of the commencement of this agreement 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 agreement;
  - (e) employees who are employed at the date of the commencement of this agreement shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date, provided that such credit is not less than the entitlement otherwise prescribed by this clause.
  - (f) "Continuous Service", for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 13, Long Service Leave, of this agreement, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months' actual service) shall be counted;
  - (g) employees shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given prior to the commencement of the shift.
- (ii) A part-time employee as defined in Part I and Part II of clause 6, Part-time Employees shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, which ever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.

- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) For the purpose of determining a full-time employee's sick leave credit as at 1 July 1984, sick leave entitlement shall be proportioned on the basis of 76:80.
- (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.

## **15. PAYMENT AND PARTICULARS OF SALARY**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and/or shift penalties is worked, but for no longer.
- (ii) Employees shall have their salary paid into one Australian account with a bank or other financial institution as nominated by the employee. Salaries shall be deposited the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given notice of termination of employment, in accordance with clause 16, Termination of Employment, of this Agreement shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 16, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

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

### **(a) Underpayment**

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

(b) Overpayment

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

## **15A. REMUNERATION**

The parties agree that any increases to wages or allowances under the: *Health and Community Employees Psychologists (State) Award*; *Health Industry Status of Employment (State) Award*, *Public Hospitals Medical Record Librarians (State) Award*, *Public Hospitals Library Staff (State) Award*, *Public Hospitals Dental Assistants (State) Award*, *Health Employees Oral Health Therapists (State) Award*, *Health Employees Dental Prosthetists and Dental Technicians (State) Award*, *Health Employees Dental Officers (State) Award*, *NSW Health Service Health Professionals (State) Award*, *Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award* And/or the *Health Employees' Conditions of Employment (State) Award* insofar as any such Award is applicable to any employee, and as any such award is amended from time to time, will be reflected as increases in this Agreement. In accordance with section 206 of the *Fair Work Act 2009* (Cth), during the life of this Agreement, the base rate of pay for employees covered by this Agreement will not be less than the base rate of pay that would be payable to the employee under the *Health Professionals and Support Services Award 2020*.

## **16. TERMINATION OF EMPLOYMENT**

During the first six months of employment, employment shall be from week to week. After six months continuous service, employment may be terminated only by four weeks' notice given either by the employer or the employee or by payment or forfeiture of four weeks' 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.

The Hospital shall increase the notification period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

## **17. ACCOMMODATION AND AMENITIES**

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

### **Sanitary Conveniences -**

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

### **Washing and Bathing Facilities -**

- (a) Washing provision by way of basins of suitable impervious material with taps set at 600 mm centres and with hot and cold water supplied, in the proportion of one hot tap and one cold tap for each 15 employees or part of 15 employees of each sex. Space in front of wash points to be not less than 900 mm.
- (b) Showers spaced at not less than 900 mm centres and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every 20 persons or part of 20 persons of each sex ceasing work at any one time.
- (c) Washing and bathing facilities must be adequately lighted and ventilated; floors, walls and ceilings finished with a smooth faced surface resistant to moisture.
- (d) These facilities must be incorporated in, or communicate directly with, the change room and should not be contained within any closet block.

### **Change Rooms and Lockers -**

- (a) Properly constructed and ventilated change room equipped with a vented steel locker, at least 300 mm wide by 450 mm deep by 1800 mm high for each employee.
- (b) Floor area not less than 0.56 square metres per employee to be accommodated.
- (c) Space between lockers - set up facing one another not less than 1.5 metres. Traffic ways not less than 1 metre wide.
- (d) Sufficient seating not less than 260 mm wide by 380 mm high should be provided.
- (e) Lockers should be set up with at least 150 mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys attached.

#### Dining Room -

- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1 square metre per employee using the meal room at any one time.
- (b) Tables not more than 1.8 metres long, spaced 1.2 metres apart allowing 600 linear millimetres of table space per person.
- (c) Chairs or other seating with back rests. Sufficient table and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.

#### Rest Room -

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

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



## **18. INSPECTION OF LOCKERS OF EMPLOYEES**

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

## **19. UNIFORMS AND PROTECTIVE CLOTHING**

- (i)
  - (a) Subject to paragraph (c), of this subclause, sufficient suitable and serviceable uniforms shall be supplied, free of cost, to each employee required to wear them, provided that any employee to whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
  - (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
  - (c) In lieu of supplying a uniform to an employee required to wear such uniform, the employer may pay to such employee the sum set in Allowance Tables, Part B.
  - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance as set in Allowance Tables, Part B shall be paid to such employee.
  - (e) An employee who works less than 38 hours shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (ii) Employees whose duties require them to work out of doors shall be supplied with over- boots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Employees whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (iv) Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling. This provision will not apply where the damage or soiling is caused by the negligence of the employee

## **20. PROMOTIONS AND APPOINTMENTS**

- (i) Promotion and/or appointment shall be by merit, provided however that no employee with a claim to seniority shall be passed over without having their claims considered.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Employees and the Union , or other elected representative as nominated by the employee may apply to the CEO of the Affiliated Health Organisation for determination of the dispute.

## **21. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- (i) Employer to notify
  - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
  - (b) 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 this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (ii) Employer to discuss change
  - (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21(i), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
  - (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 21(i).
  - (c) For the purposes of such discussion, the employer must provide in writing to the employees and the Union, or other elected representative as nominated by the employees, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **22. MOBILITY, EXCESS FARES AND TRAVELLING**

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
  - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
  - (b) If the excess travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, the excess hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
  - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time in the *Crown Employees (Public Service Conditions of Employment) Reviewed 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 sub-clause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is a disagreement about such decision after discussion or if a significant number of employees are involved, the matter should be referred to the CEO of the Affiliated Health Organisation, which will discuss the matter with the Employees and the Union, or other elected representative as nominated by the employee and will determine the date upon which notice will be given to employee(s).

(iv)

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

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

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

## **23. DISPUTE RESOLUTION**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) (or the Union or other elected representative as nominated by the employee on behalf of the employee(s) if the employee(s) so request(s) and the immediate supervisor of that employee(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the employee(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the the Union or other elected representative as nominated by the employee. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause (iv) of this clause.
- (iv) If a dispute still exists the matter in dispute may be referred to the Fair Work Commission in accordance with the provisions of the *Fair Work Act 2009* (Cth) by one of the disputing parties.
- (v) Whilst these procedures are continuing, no stoppages of work or any other form of ban or limitation of work shall be applied.
- (vi) Unless otherwise agreed by the parties the status quo must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (vii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (viii) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute

**24. FAMILY AND COMMUNITY SERVICES LEAVE AND PERSONAL/CARERS' LEAVE, FAMILY VIOLENCE LEAVE AND COMPASSIONATE LEAVE**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave, Family Violence Leave and Compassionate 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 Agreement, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment Schedule 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 either related by blood, marriage or affinity or a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis;

“affinity” means a relationship, including a defacto relationship, that one spouse has to blood relatives of the other.

“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 is separate to 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 eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) 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, , 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 may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

(d) 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.

(e) 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.

(f) The employee is not required to state the exact nature of the relevant illness on either a

medical certificate or statutory declaration.

- (g) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 8, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 3 of this Agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

### **C. Entitlements for Casual Employees**

- (i) Bereavement entitlements for casual employees
  - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non- attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) – (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non- attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **D. Family Violence Leave**

An employee is entitled to unpaid family and domestic violence leave in accordance with the NES. The NES prevails and once the employee has exhausted their NES entitlement, they may use any additional entitlement to family and domestic violence leave and/or domestic and family violence leave beyond the NES (if any). Any additional entitlement will not be cumulative on the NES entitlement.

### **E. Compassionate Leave**

- (i) An employee is entitled to compassionate leave in accordance with the NES.
- (ii) Compassionate Leave under clause 24E will apply in addition to clause 24A FACS Leave, however where an employee qualifies for leave referred to in clause 24A, the employee will not be entitled to any benefit or entitlement arising under clause 24E.

**25. GENERAL CONDITIONS**

An employee required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such landline telephone on production of receipted accounts. Provided that an employee required to answer out of hours telephone calls on a relief basis shall be paid one-twelfth of the yearly landline telephone installation and rental for each month or part thereof so employed.

## **26. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **A. Maternity Leave**

#### **(i) Eligibility for Paid Maternity Leave**

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

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

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

#### **(ii) Portability of Service for Paid Maternity Leave**

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Government Sector Employment Act 2013* (NSW) 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, permanent part time and regular casual employees as defined by the *Fair Work Act 2009* (Cth) who 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, permanent part time and regular casual employees as defined by the *Fair Work Act 2009* (Cth) who are not eligible for paid maternity leave are entitled to unpaid monthly 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.

(vii) Staffing Provisions

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) 'Safe Job' and 'no safe job leave'

- (a) This provision applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the *risk period*) because of:

- (1) illness, or risks, arising out of her pregnancy; or
- (2) hazards connected with that position.

- (b) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.
- (c) If there is no appropriate safe job available, then the employee may be entitled to paid no safe job leave or unpaid no safe job leave.
- (d) An *appropriate safe job* is a safe job that has:
- (1) the same ordinary hours of work as the employee's present position; or
  - (2) a different number of ordinary hours agreed to by the employee
- (e) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.



- (f) If the employee's pregnancy ends before the end of the risk period, the *risk period* ends when the pregnancy ends.
- (g) Without limiting subclause (a), an employer may require the evidence to be a medical certificate.
- (h) Paid no safe job leave will be payable to an employee at their base rate of pay, for their ordinary hours of work during the risk period if:
  - (1) the above subclause (x)(a)-(g) applies to the employee; and
  - (2) the employee is entitled to unpaid parental leave in accordance with *Fair Work Act 2009* (Cth); and
  - (3) the employee has complied with notice and evidence requirements under the *Fair Work Act 2009* (Cth).
- (i) An employee is entitled to unpaid no safe job leave during the risk period if:
  - (1) the above subclause (x)(a)-(g) applies to the employee; and
  - (2) the employee is not entitled to unpaid parental leave; and
  - (3) the employee has given evidence that would satisfy a reasonable person of the pregnancy.
- (j) Without limiting subclause (i)c, an employer may require the evidence to be a medical certificate.
- (xi) Unpaid Special Maternity Leave
 

If, because of an illness associated with her pregnancy an employee is unable to continue to work because:

  - (a) she has a pregnancy-related illness; or
  - (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

then she is entitled to a period unpaid special maternity leave in accordance with the applicable provisions of the *Fair Work Act 2009* (Cth).
- (xii) Miscarriages
 

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions
- (xiii) 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.

(xiv) 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.

(xv) Right to Return to Previous Position

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.

(xvi) Keeping in touch days

- (a) This Subclause does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the employee performs work for the employer during the period of leave is a ***keeping in touch day*** if:
  - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (2) both the employee and the employer consent to the employee performing work for the employer on that day; and
  - (3) the day is not within:
    - i. if the employee suggested or requested that he or she perform work for the employer on that day--14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - ii. otherwise--42 days after the date of birth, or day of placement, of the child; and
  - (4) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.

Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.

- (c) The employer must not unduly influence or unduly pressure an employee to consent to performing work on a keeping in touch day.
- (d) For the purposes of paragraph (2)(d), treat as two separate periods of unpaid parental leave:

- (1) a period of unpaid parental leave taken during the employee's available parental leave period; and
- (2) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.

(xvii) 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 *Worker's Compensation Act 1987* (NSW).

(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.

(c) Unpaid Pre-adoption Leave

An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child, in accordance with the relevant provisions of the *Fair Work Act 2009* (Cth).

However, an employee is not entitled to take a period of unpaid pre-adoption leave if:

- the employee could instead take some other form of leave; and
- the employer directs the employee to take that other form of leave.

(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* (NSW).

(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:
  - (1) at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

- (2) 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.
  - (e) 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;
  - (d) 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 6, Part II, in this Agreement), along with casual employees, are in accordance with the provisions of Division 5 of Part 2-2, Parental Leave and Related Entitlements of the Fair Work Act 2009 (Cth) and/or Determination made under the *Health Services Act 1997* (NSW).

- (b) Where a casual employee is entitled to parental leave under the *Fair Work Act 2009* (Cth), 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.

- (c) 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.
- (d) 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.
- (e) 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.



## **26A. 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 agreement.
- (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 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 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, discussion 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 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 utilize sick leave or other leave in accordance with this agreement.

## **27. AGREEMENT FLEXIBILITY**

- (i) Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
  - (a) arrangements for when work is performed in relation to the timing of breaks and time off in lieu of overtime;
  - (b) the simplification of allowances and the inclusion of allowances in base salary; and
  - (c) the inclusion of leave loading in base salary
- (ii) the employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (iii) The agreement between the employer and the individual employee must:
  - (a) be confined to a variation in the application of one or more of the terms listed in sub clause (i); and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- (iv) The agreement between the employer and the individual employee must also:
  - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- (v) The employer must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- (vi) Except as provided in subclause (iv)(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- (vii) An employer seeking to enter into an agreement 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.
- (viii) The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013); or
  - (b) at any time, by written agreement between the employer and the individual employee.
- (ix) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

**28. BLOOD COUNT**

Those employees who are regularly required to assist and/or work with a radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic X-ray machines or any other form of radioactive radiators shall have blood counts carried out every three months upon making application therefore to the employer.

## 29. ANTI-DISCRIMINATION

- (i) It is intention of the parties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of racial origin, sex, age, marital status, physical or mental disability, sexual orientation, transgender status, religion, national extraction, colour, political opinion, pregnancy or breastfeeding or family or carer responsibilities..
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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 Agreement 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 Agreement 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 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.

**30. REDUNDANCY – MANAGING DISPLACED WORKERS**

Employees shall be entitled to the provisions of NSW Health Policy Directive PD2012\_021  
– Managing Excess Staff of the NSW Health Service as amended from time to time.

### **31. LABOUR FLEXIBILITY**

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

## **32. SALARY PACKAGING**

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Agreement, 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 Agreement 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 this agreement in the absence of any salary packaging or salary sacrificing made under this Agreement.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of agreement entitlements, shall mean the Agreement salary as specified in this agreement, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/ garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.



- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

### **33. SALARY SACRIFICE TO SUPERANNUATION**

- (i) Notwithstanding the salaries prescribed in this agreement 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 this agreement to additional employer superannuation contributions.
  - (a) 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 32 Salary Packaging, of this Agreement may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.
  - (b) 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 this agreement or any applicable, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of this agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- (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* (NSW) 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* (NSW);
  - (b) the *Superannuation Act 1916* (NSW);
  - (c) the *State Authorities Superannuation Act 1987* (NSW);
  - (d) the *State Authorities Non-contributory Superannuation Act 1987* (NSW); or
  - (e) the *First State Superannuation Act 1992* (NSW).

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under this agreement 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.

#### **34. REASONABLE HOURS**

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

**35. 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.

### **36. NOTICE BOARDS**

The hospital or health institution 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.

### **37. INDUCTION AND ORIENTATION**

The employer agrees that Orientation/Induction shall be provided to all employees covered by this agreement. The employer further agrees that the Union shall have up to one quarter hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

### **38. NO EXTRA CLAIMS**

Other than as provided for in the *Fair Work Act 2009* (Cth) there shall be no further claims/demands or proceedings instituted before the Fair work Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the agreement that take effect prior to (fill in the nominal expiry date of this agreement).



### **39. CEREMONIAL LEAVE**

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year with the approval of the employer.

## HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS SCHEDULE

### 1. Definitions

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

“**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 NSW Psychologists Registration Board. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the NSW Psychologists Registration Board as a Psychologist.

### 2. Classifications

#### A. Psychologist

##### (i) Academic and Registration Requirements

A Psychologists 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 Psychologists Registration Board of NSW.

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

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

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered in accordance with the *Psychologists Act 2001* (NSW), 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 eg intelligence, personality and vocational, consistent with NSW Psychologists' Registration Board 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 Psychologists' Registration Board of NSW 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 NSW Psychologists' Registration Board.

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

**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 Schedule.

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 well being.

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 eg 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:

- (a) higher level knowledge and experience in a specific area eg tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
- (b) 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:

- (1) Administrative duties, which may include:
  - (i) responsibility for overall service planning and policy; and
  - (ii) other supra-clinical duties involving responsibility for service provision; and
  - (iii) responsibility for professional functioning of Psychologists
- (2) Clinical Psychologists. (2) Consultation, involving
  - (i) the provision of consultation with other Psychologists or with other professional bodies and organisations (eg other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
  - (ii) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.
- (3) Research and Evaluation, involving
  - (i) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
  - (ii) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;
- (4) Training, involving
  - (i) the training of Psychologists or other health professionals

in a range of areas that may include specialist psychological skills;

(ii) contributing to training for supervisors of psychological services; and

(iii) 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 Health Department 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 Schedule. 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 Employees and the Union, or other elected representative as nominated by the employee 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. 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 subclause (i) of Part C of Clause 2 Classifications of this Award, shall be reclassified as Clinical Psychologist on successful completion of that qualification.



## HEALTH EMPLOYEES DENTAL OFFICERS SCHEDULE

### 1. Definitions

“**Department**” means the New South Wales Department of Health.

“**Dental Officer**” means a person appointed as such by a hospital who holds a dental qualification registrable with the Dental Board of New South Wales.

“**Officer**” means a Dental Officer, as defined herein, occupying a position as specified in clause 2, Classifications, in a hospital as defined above.

“**Service**”, unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Schedule in any one or more New South Wales public health organizations or any other organisations deemed acceptable by the Department.

“**Specialist**” means a person appointed by the hospital who:

- (i) holds a dental qualification registrable in New South Wales;
- (ii) 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;
- (iii) has spent not less than four years in supervised specialist training and/or experience, and either:
  - (a) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or
  - (b) is deemed by the Department to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.

“**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. Classifications

#### 2.1 Dental Officer Level 1

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.

## **2.2 Dental Officer Level 2**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

## **2.3 Dental Officer Level 3 – Senior Dentist**

- (i) 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.
- (ii) The level 3 dental officer will have the majority of the following duties and attributes:
  - (a) highly advanced skills in managing most of the difficult clinical situations, complex medical histories and those with disabilities.
  - (b) 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 Department of Health.
  - (c) experienced clinician who demonstrates advanced clinical reasoning skills;

- (d) duties and responsibilities involving planning, implementing, evaluating and reporting on services;
- (e) responsibility for identifying opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff;
- (f) conduct clinical research
- (g) acts as a mentor to other clinical staff and teaches undergraduate students
- (h) may be responsible for providing clinical supervision and support to level 1 and 2 dental officers, technical and support staff;
- (i) responsible for components of clinical governance; and
- (j) participate in the provision of clinical development in-service education programs to staff and students.

#### **2.4 Dental Officer Level 4 – Head of Department/Senior Clinical Adviser**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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 area health services.

#### **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.

#### **2.5 Dental Officer Levels 1 – 3 Management Allowances**

- (i) 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:

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.

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.

#### **2.6 Specialists**

- (i) Employees occupying positions as specialists who have satisfied the full requirements of the New South Wales Dental Board in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality.

- (ii) Continued payment as a specialist will be on the basis of a dentist remaining employed in the specialist area concerned.

### **2.7 Hospital Specialist**

- (i) These will be differentiated from the board specialists as follows:
  - (a) Hospital specialists provide specialist services in an area of work that is not a specialty recognised by the New South Wales Dental Board.
  - (b) For the purpose of this Schedule, a hospital specialist will work in the specialties of special needs, geriodontics 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.
  - (c) Hospital specialists do not have access to the senior clinical specialist classification.

### **2.8 Senior Clinical Specialist**

- (i) 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.
- (ii) 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 Area Health Service. Appeal of any such decision lies with the Chief Dental Officer.

### **2.9 Specialist - Management Allowance**

- (i) 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.

### **2.10 Area Directors of Oral Health Clinical Services**

- (i) Positions at this level lead, direct and co-ordinate all public sector oral health services within an Area Health Service. 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.
- (ii) 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.

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

- (a) professional responsibility with regard to strategic workforce and service development and professional practice across an AHS;
- (b) 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;
- (c) a dual role of department head within a facility;
- (d) required to provide an expert speciality consultancy role in their area of expertise; and
- (e) involved in the provision of training to staff within the Area Health Service.

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

(v) 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 an Area Health Service that provides the usual range of oral health services from community clinics but does not have

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

(vi) 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 an Area Health Service that provides the usual range of oral health services from community clinics but:

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

(vii) 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 an Area Health Service that provides the usual range of oral health services from community clinics, and, in addition, has:

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

## **HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS SCHEDULE**

### **1. Definitions**

**“Department”** means the New South Wales Department of Health.

**"Service"** unless the context otherwise indicates or requires means service or experience as a Dental Technician before and/or after commencement of this Schedule in any one or more New South Wales public health organizations or any other organisation acceptable to the Department.

**"Industry Service"** unless the context otherwise indicates or requires means service before and/or after commencement of this Schedule in any hospital and/or laboratory acceptable to the Department.

**“Employee”** means a person or persons employed in any hospital as defined.

**"Industrial Committee"** means the Public Health Employees (State) Industrial Committee

### **Dental Technician**

### **2. Classifications**

- (i) Trainee Dental Technician means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (ii) Dental Technician Level 1 means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (iii) Dental Technician Level 2 means a Dental Technician who fulfils the following criteria:
  - (a) having at least 3 years experience as a registered dental technician; and
  - (b)
    - (1) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
    - (2) having qualifications deemed by the Department to be equivalent to the first year of the Dental Prosthetics course; and
  - (c) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
  - (d) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work;
    - orthodontic appliances;
    - cast metal denture techniques;
    - crown and bridge;
    - osseo-integrated implant technology;



- maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion

- (iv) Dental Technician Level 3 means a dental technician who fulfils the following criteria:
  - (a) having at least 6 years experience as a registered dental technician and maintains relevant registration; and
  - (b) successfully completed qualifications deemed by the Employer to be equivalent to the Advance Diploma of Dental Prosthetics (these may include qualifications in ceramics, orthodontics, implants, crowns etc). Equivalency is to be assessed based upon the hours of study undertaken and the complexity of the course work; and
  - (c) show a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (v) Senior Dental Technician Level 4 means a dental technician appointed to such a position and who undertakes the following duties/or role:
  - (a) meets all the requirements of a dental technician level 3; and
  - (b) manages a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (vi) Specialised Dental Technician Level 5 means a dental technician appointed to such a position and who undertakes most of the following duties/ role:
  - (a) master or highly skilled technician with technical skills and proficiency above that which would be expected of a fully proficient level 3;
  - (b) specialist in an area of their profession and relied on for advice in this field;
  - (c) undertakes complex independent scientific, technical or specialist work and analysis;
  - (d) contributes to the development of standards relating to the sector, program or profession;
  - (e) develops technical or professional standards for the organisation;
  - (f) provides professional leadership, education and development of staff in area of professional expertise;
  - (g) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and

- (h) manages complex and significant state-wide, in-house services provided by dental technicians. (Such services provided on an Area-wide basis would be managed by a technician at level 4.)

### **Dental Prosthetist**

- (i) Dental Prosthetist Level 1 means a dental prosthetist who fulfils the following criteria:
  - (a) having at least 6 years experience as a registered dental technician;
  - (b) having successfully completed all qualifications of the Diploma of Dental Technology and the Advanced Diploma of Dental Prosthetics;
  - (c) possesses and maintains relevant registration; and
  - (d) shows a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (ii) Senior Dental Prosthetist Level 2 means a dental prosthetist appointed to such a position who has developed specialised skills through additional study or the development of specialised skills/techniques and who undertakes the following duties:
  - (a) meets all the requirements of a dental prosthetist level 1; and
  - (b) has a specialised area of practice such as dealing with special needs patients or trauma patients with complex prosthetics requirements; and
  - (c) may manage a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (iii) Specialised Dental Prosthetist Level 3 - means a prosthetist appointed to such a position and who undertakes most of the following duties/ role:
  - (a) master or highly skilled prosthetist with technical skills and proficiency above that which would be expected of a fully proficient level 2 ;
  - (b) specialist in an area of their profession and relied on for advice in this field;
  - (c) undertakes complex independent scientific, technical or specialist work and analysis;
  - (d) contributes to the development of standards relating to the sector, program or profession;
  - (e) develops technical or professional standards for the organisation;
  - (f) provides professional leadership, education and development of staff in area of professional expertise;
  - (g) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and

- (h) manages complex and significant state-wide, in-house services provided by dental prosthetists (Such services provided on an Area-wide basis would be managed by a prosthetist at level 2.)

## **2. Gradings and Classification of Officers**

Nothing in clause 2, Classifications shall affect the right of the Employees and the Union, or other elected representative as nominated by the employee to apply the Disputes Resolution clause of this agreement

## HEALTH EMPLOYEES ORAL HEALTH THERAPISTS SCHEDULE

### 1. Definitions

**“Department”** means the New South Wales Department of Health.

**"Dental Clinic"** means any dental clinic whether fixed or mobile or any Oral Health Training School.

**"Dental Therapist"** means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the NSW Dental Board.

**“Dental Hygienist”** means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the NSW Dental Board.

**“Oral Health Therapist”** means a person appointed as such and who holds the relevant registration from the NSW Dental Board as an oral health therapist or both the registrations of dental therapist and dental hygienist.

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

### 2. Classification Structure

#### 2.1 Level 1

- (i) Oral Health therapists who hold an approved qualification requiring less than three years of full time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 3 Transition Arrangements of the relevant Award.
- (ii) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Department of Health, requiring three years of full time study shall commence on the level 1, year 2 salary
- (iii) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Department of Health, requiring four years or more full time study shall commence on the level 1, year 3 salary.
- (iv) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (v) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (vi) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.

- (vii) Level 1 staff participate in quality activities and workplace education.
- (viii) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

## **2.2 Level 2**

- (i) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Transition Arrangements.
- (ii) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (iii) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (iv) 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.
- (v) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (vi) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (vii) 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.
- (viii) Sole Practitioner Allowance
  - (a) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:
    - (1) are the only oral health practitioner at the site; and
    - (2) are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.
  - (ix) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

## 2.3 Levels 3 and 4

- (i) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (ii) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (iii) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (iv) Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (v) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (vi) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (vii) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (viii) Level 3 and 4 staff may be required to manage specific tasks or projects. Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

- (ix) Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Oral health therapists at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

- (x) Senior Clinician Level 3

Level 3 Senior Clinicians are oral health therapists who, in addition to performing the full range of activities permitted under the relevant scope of practice, are recognized as having high levels of knowledge and clinical expertise in several areas of their scope of practice.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility.

- (xi) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4

Senior Clinicians may have the following roles:

A Level 4 Senior Clinician's expert level of knowledge and clinical practice in several areas of the scope of practice is such that they provide a consultancy service in these areas across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's high level knowledge and clinical expertise across all areas of the relevant scope of practice is such that they provide a consultancy service within their discipline across an Area, geographic region or clinical network. A "generalist" Level 4 Senior Clinician would usually work in a rural or regional area.

(xii) Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

(xiii) Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

### **3. Transition Arrangements**

Single registered therapists and hygienists will have limited transition to the new oral health therapists scale, until the full oral health therapist qualifications are obtained. This is due to the broader scope of work of the oral health therapist over the existing classifications.

The transition will be:

- Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of Level 2 Year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.
- Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of Level 2 Year 4.
- Existing Community Dental Health Programs Officers move to Level 3 of the new oral health therapist scale based on years of service.

- New positions of Level 3 or Level 4 will be advertised based upon the broader scope of

work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

There will be no new appointments to the classification of Community Dental Health Programs Officer or Dental Therapist Tutor. Any new appointments to the classifications of single registered dental therapist or dental hygienist will be employed against the new oral health therapist scale with the limited progression entitlements as prescribed in the transition arrangements for current employees.



## NSW HEALTH SERVICE HEALTH PROFESSIONALS SCHEDULE

### 1. Definitions

**“Complex”** professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

**“Critical”** professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.

**“Heads of Departments”** are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within an Area Health Service.

**“Health professional”** for the purposes of this Schedule includes employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:

- provision of direct clinical and/or professional services to patients
- planning, co-ordination or evaluation of the delivery of clinical or professional services
- provision of professional supervision or consultation to other health professionals provision of professional education services to other health professionals
- management of clinical or professional services providing direct services to patients.

Health professional classifications covered by this Schedule are listed at Sub-Schedule A.

**“Novel”** professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

**“Professional judgement”** involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

**“Professional knowledge”** includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

**“Professional supervision”** refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists o

- setting guidelines for the work of the health professional
- suggesting approaches to the conduct of professional work
- solving technical problems raised by subordinate health professionals
- reviewing and sometimes checking the work of other health professionals.

## **2. Classification of Health Professionals**

2.1. Health professional positions will be classified according to the criteria set out at Sub- Schedule B of this Schedule.

## **3. Qualifications**

4.1. The minimum qualification requirements for each health professional classification is set out at Sub-Schedule C of this Schedule.

## **4. Salaries**

4.1. Full time employees shall be paid the salaries as set out in Salary Tables, Part B of this Schedule.

4.2. Minimum commencing salaries at Level 1 are as follows:

4.2.1. employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full time study shall commence on the Level 1, Year 1 salary

4.2.2. employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full time study shall commence on the Level 1, Year 2 salary.

4.2.3. employees who have completed an undergraduate degree and a Masters degree, or other approved equivalent qualifications requiring more than four years of combined full time study shall commence on the Level 1, Year 3 salary.

4.3. Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

## **5. Sole Practitioner Allowance**

5.1. The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:

- are the only practitioner of their discipline at the site; and
- are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or
- undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.

5.2. The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Allowance Tables, Part B of this Schedule.

## **6. Expanded Scope of Practice**

6.1. Should a profession within the coverage of this Schedule incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

## **7. Personal Regrading**

7.1 Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

7.2 An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.

7.3 Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline eg Area Advisor.

7.4 The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.

7.5 Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.

7.6 The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.

7.7 If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.

7.8 If the health professional wishes to pursue their application, the matter will be referred to a peak level (state-wide) Health Professional Regrading Committee, to be established in consultation between the employer and Employees and the Union, or other elected representative as nominated by the employee. Such a Committee will meet on a regular or needs basis to consider any such personal regrading applications from across the state and subsequently make recommendations to the relevant approved delegate of the employer.

7.9 Any disputes that arise regarding personal regrading applications may be dealt with under the dispute resolution provisions of this Schedule.

7.10 Personal gradings will not automatically transfer with a health professional should they be successful in gaining employment in another position within NSW Health. The transferability of a personal grading must be raised by the health professional as part of the selection process and addressed by the selection panel with the panel making a specific recommendation on transferability. The employer, or approved delegate, will determine whether or not the personal grading will transfer.

## **SUB-SCHEDULE A**

### **HEALTH PROFESSIONAL CLASSIFICATIONS**

Audiologist  
Art Therapist  
Counsellor  
Dietitian  
Exercise Physiologist  
Genetic Counsellor  
Music Therapist  
Occupational Therapist  
Orthoptist  
Physiotherapist  
Play Therapist  
Podiatrist  
Sexual Assault Worker  
Social Worker  
Speech Pathologist  
Welfare Officer

Provided that additional classifications may be added to this list as agreed between the employees and the Union, or other elected representative as nominated by the employee and the Employer.

## **SUB-SCHEDULE B**

### **CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS**

#### **Level 1**

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in Salary Tables, Part B.

#### **Level 2**

Progression to Level 2 from Level 1 is automatic following completion of 12 months satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

## **Sole Practitioner Allowance**

The sole practitioner allowance is only payable in the circumstances prescribed in Allowance Tables, Part B, Sole Practitioner Allowance.

### **Levels 3 and 4**

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

### **Senior Clinician**

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 7 - Personal Regrading of the relevant Award.

### **Senior Clinician Level 3**

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

#### **Senior Clinician Level 4**

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area, geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

#### **Deputy Department Head**

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.  
Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.  
Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Unit Head or Team Leader**

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.



Up to 5 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 3

More than 5 - 10 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Department Head (Level 4)**

Where the department contains up to 5 full time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Student Educator - (Level 4)**

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students. The student educator may also have a clinical load.

#### **Levels 5 and 6**

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

### **Department Head**

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Deputy Department Head**

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Unit Head or Team Leader**

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Health Professional Educator (Level 5)**

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

### **Clinical Specialist (Level 6)**

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

- has extensive experience in their field of expertise; and
- is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

- clinically relevant post graduate qualifications; or
- have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or
- a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

## **Level 7**

Positions at Level 7 are managers, leaders or deputy managers of large units, teams or departments.

The work requires considerable co-ordination and the position is responsible for human, physical and financial resources. The position contributes directly to the development of policy for the work area and must have a sound understanding of the broader policy and strategic context.

Programs, strategies and priorities are generally decided at a higher management level but positions at this level have the authority to decide how to achieve results within the limits of available resources.

Decisions at this level have direct consequences on the achievement of results for the area for which the position is responsible.

Level 7 positions may maintain a clinical load or may be required to provide an expert speciality consultancy role in their area of expertise.

The size and complexity of the areas managed and the consequent impact on the nature of the work and are reflected in the different grading of positions as follows:

### **Deputy Department Head**

Deputy to a Department Head at Level 7, Grade 3, as well as maintaining a clinical load - Level 7, Grade 1.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Unit Head or Team Leader**

A unit head or team leader is responsible for the professional leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff.

- More than 30 - 45 other full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 1

- More than 45 - 60 full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 2

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or technical and other support staff supervised, although

this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Department Head**

- Where the department contains more than 25 - 40 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 1
- Where the department contains more than 40 - 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 2
- Where the department contains more than 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 3

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Level 8 - Discipline Specific Director/Advisor**

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within an Area Health Service, a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Area Health Service. They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:

- has professional responsibility with regard to strategic workforce and service development and professional practice across an Area Health Service, a geographic region, zone or clinical network provides professional co-ordination and leadership across an Area Health Service, a

geographic region, zone or clinical network to department heads acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Area Allied Health Director/Advisor may have a dual role of department head may be required to provide an expert speciality consultancy role in their area of expertise may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Area Health Service, geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

- Where the area of responsibility includes up to 25 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1
- Where the area of responsibility includes more than 25 - 55 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2
- Where the area of responsibility includes more than 55 - 100 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade
- Where the area of responsibility includes more than 100 other full time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full time equivalent health professionals or technical and other support staff within the area of responsibility. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

## **SUB-SCHEDULE C**

### **QUALIFICATION REQUIREMENTS**

#### **Audiologist**

Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

#### **Art Therapist**

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

#### **Counsellor**

Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the employer.

**Dietitian**

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

**Exercise Physiologist**

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the employer.

**Genetics Counsellor**

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

**Music Therapist**

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

**Occupational Therapist**

Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for membership with the Australian Association of Occupational Therapists, or other qualification deemed equivalent by the employer.

**Orthoptist**

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

**Physiotherapist**

Must hold qualifications approved by the New South Wales Physiotherapists' Registration Board for registration under the *Physiotherapists Act 2001* (NSW).

**Play Therapist**

Must hold a bachelor of early childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.

**Podiatrist**

Must hold qualifications approved by the New South Wales Podiatrists' Registration Board for registration under the *Podiatrists Act 1989* (NSW).

**Sexual Assault Worker**

Must hold as a minimum a bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

**Social Worker**

Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

**Speech Pathologist**

Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

**Welfare Officer**

Must hold a minimum of a bachelor degree in a relevant field eg community welfare, or other qualification deemed equivalent by the employer.



## **PUBLIC HOSPITALS DENTAL ASSISTANTS SCHEDULE**

### **1. Definitions**

**“Department”** means the New South Wales Department of Health.

**“Employee”** means a person employed in any Hospital or Area Health Service in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

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

### **2. Classifications**

#### **2.1 Dental Assistant Grade 1**

(i) A dental assistant grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Department to be equivalent.

(ii) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

#### **2.2 Dental Assistant Grade 2**

(i) A dental assistant grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Department to be equivalent.

#### **2.3 Supervision Allowance**

(i) A dental assistant who, in addition to the normal range of duties, is required to supervise two or more dental assistants will be paid a supervision allowance. In order to be paid this allowance, the supervising dental assistant must be responsible for:

- A range of administrative tasks associated with clinical operations as required by the Employer, and
- The day to day supervision of staff including functions such as rostering, allocation of duties, conduct of or participation in performance reviews and input into management decisions.

(ii) The supervision allowance is to be paid as part of the employee's permanent salary, following a merit selection process. The rate of allowance paid is dependent upon the number of employees supervised and is contained in Schedule A to this Schedule. If an employee is required to relieve for 5 days or more in the role of the supervisor, and performs all of the duties of the supervisor, then the supervision allowance will be paid to such employee.

## **2.4 Dental Assistant Level 3**

(i) Dental assistant grade 3 means a person who is appointed to such a position and who has a co-ordinating role across either a number of clinics in a Health Service or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in Clause 2.3 above.

(ii) The scope of grade 3 positions is Area-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.

(iv) A level 3 dental assistant will be required to do most or all of the following duties:

- (a) Perform the usual range of dental assistant duties when required.
- (b) Recruitment of dental assistants.
- (c) Manage trainee dental assistant programs.
- (d) Participate in sector or area wide committees such as infection control, education, and performance improvement.
- (e) Manage/participate in conflict resolution where required.
- (f) Chair dental assistant forums and meetings.
- (g) Mentor other dental assistants in their role as supervisors, including performance management and review processes.
- (h) Assist in managing safety issues.
- (i) Manage the educational needs of dental assistants.
- (j) Manage staff relief across the sector/area.
- (k) Prioritising of workload in conjunction with oral health practitioners.
- (l) Co-ordinate and order all stock and consumables including:
  - 1. liaison with external providers, and
  - 2. being fully conversant with State contract processes.
- (m) Ensure the proper maintenance of equipment through:
  - 1. training and monitoring of dental assistants in maintenance duties,
  - 2. effecting minor repairs,
  - 3. co-ordinate the repair services provided by external and internal providers, and
  - 4. ensure contractual requirements of external providers are met.

## **PUBLIC HOSPITALS LIBRARY STAFF SCHEDULE**

### **1. Definitions**

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

**"Librarian"** means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

**"Library Technician"** means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

**"Library Assistant"** means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

### **2. Classifications**

#### **Library Assistant**

A practitioner at this level:

- (i) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- (ii) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (iii) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (iv) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working cooperatively in the organisation of work.
- (v) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

#### **Library Technician**

Grade 1 - A para-professional practitioner at this level:

- (i) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.

(ii) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.

(iii) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

(iv) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.

(v) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

## **Librarian**

**Grade 1 - A professional practitioner at this level:**

(i) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service. (ii) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.

(iii) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.

(iv) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.

(v) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

**Grade 2 - An experienced professional practitioner and/or developing specialist at this level:**

(i) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.

(ii) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.

(iii) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.

(iv) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.

(v) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Grade 3 - A senior professional practitioner, manager and/or specialist at this level:

(i) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.

(ii) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

(iii) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.

(iv) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.

(v) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Grade 4 - A principal professional practitioner and/or senior manager and/or senior specialist at this level:

(i) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit,

team or library service, or may contribute towards the research activities at a tertiary teaching hospital.

(ii) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.

(iii) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.

(iv) Works with occasional managerial or professional review or independently as a recognized specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.

(v) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

## **6. Commencing Rates of Pay**

(i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in the Salary Tables, Part B.

(ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in the Salary Tables, Part B.

## **7. Grading Committee**

A committee consisting of two representatives of the employer and two employee representatives shall be constituted to consider and recommend to the employer upon application by the Employees and the Union, or other elected representative as nominated by the employee or a hospital/Area Health Service:

(i) The grading of any new position or variation of grading of a position as the result of substantial change in the duties and/or responsibilities or any grading anomaly; and

(ii) The date of the effect of the grading recommended.

Provided that -

- (a) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
- (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.

## **PUBLIC HOSPITAL MEDICAL RECORD LIBRARIANS SCHEDULE**

### **1. Definitions**

**"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.

### **2. Salary and Grading Structure**

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 Childrens Hospital and Country Regions.

Grade 6 St. Vincent's and Royal North Shore Hospital.

Grade 7 Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.

Grade 8 Parramatta Hospitals - Westmead.

### **3. Grading Committee**

(i) A committee consisting of up to three representatives of the employer and up to three representatives of the Employees and the Union, or other elected representative as nominated by the employee 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 Employees and the Union, or other elected representative as nominated by the employee may raise where the Employees and the Union, or other elected representative as nominated by the employee have stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and

(d) such other cases as the employer may approve.

(iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.

(v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the employees 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 one representative of the employee.

(vii) Nothing in this clause shall affect the right of the employees and the Union, or other elected representative as nominated by the employees to follow the dispute procedures outlined in this agreement in relation to a dispute arising from the grading of any employee under this Schedule.

## **HEALTH INDUSTRY STATUS OF EMPLOYMENT SCHEDULE**

### **1. Definitions**

“Casual employee” means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.

“Temporary employee” means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.

“Permanent employee” means a person appointed as such or a person who has worked in the same position, including a permanent relief position, for a continuous period of 13 weeks other than as an exempt employee. Permanency is subject to the outcome of any appeal process.

“Exempt employee” means a person who is engaged for a continuous period and whose employment involves:

- relief for periods in excess of 13 weeks during the absence of existing employees or;
- specific projects which are time limited or;
- functions which involve funding for a specific period and which is not of a recurrent nature or;
- forthcoming service reductions which have a predetermined date.
- Exempt employees as defined do not attract casual or temporary loadings.

“Continuous period of employment” means an uninterrupted period of 13 weeks employment involving at least one shift per week in that period, but does not refer to exempt employees as defined.

### **2. Principles**

2.1 Employees who are engaged in meaningful work on a continuing basis are entitled to an expectation of permanency of employment subject to the provisions of this Schedule.

2.2 It is the responsibility of the employer to ensure that all employees, upon engagement and at all appropriate times, are correctly classified as exempt, casual, temporary, or permanent according to the above definitions.

2.3 Where a person changes from casual to either temporary or permanent, the employment status of the person is deemed to have changed automatically.

2.4 During the period of continuing employment the status of an employee cannot be changed from permanent to temporary or casual or from temporary to casual, without the prior written consent of the employee.

2.5 All permanent employees are required as part of their contract of employment, to use their best endeavours to provide four weeks notice of their intention to terminate their employment contract.

2.6 Any position which would involve the employment of an exempt, temporary or permanent employee, upon falling vacant, will, where such a position continues to be required in its current form by the Health Service, be advertised within the Health Service and/or external to the Health Service. Positions should be filled under the merit principle of selection.

2.7 A person who, by definition, is a temporary employee for a period of less than 13 weeks may be re-engaged by the same Health Service under more than one employment contract provided the aggregate period of the contracts, where consecutive, does not exceed 13 weeks.

2.8 Where the employee is retained beyond a continuous period of 13 weeks in the same position the employee is deemed to be permanent, subject to the outcome of any appeal. The application of this sub clause shall not be applied in a manner which is inconsistent with legislation or Government recruitment and employment policy, as varied from time to time. This subclause does not apply to an exempt employee as defined.

### **3. Loadings**

3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 10 per cent loading. A minimum payment of 2 hours at ordinary pay on each occasion the employee commences a shift will apply.

3.2 Temporary Employees - A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall cease to apply if:

(i) the period of employment extends beyond 13 weeks

(ii) the employer and the employee agree, during the period of 13 weeks, that the employee will be employed on a permanent basis.

### **4. Arrangements for Existing Part-Time Workers**

4.1 Payment of 15% Allowance - Persons engaged as at 1 January 2000 and who were paid the 15% loading at that date will continue to receive that loading but only for the remainder of the existing part time employment contract. Receipt of the allowance will cease if the contract is completed or where an employee requests a transfer or is promoted to another position.

4.2 Conditions - Persons covered by clause 4.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within this agreement.

## **5. Process for Resolving Inconsistencies**

5.2 To the extent that any inconsistency exists between the conditions provided by this Schedule and that provided by this Agreement, including any other schedules contained in the Agreement, this Schedule will prevail.

## HEALTH PROFESSIONAL AND MEDICAL SALARIES SCHEDULE

### 1. Definitions

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

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

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

Where:

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

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

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

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

## **PUBLIC HOSPITAL (TRAINING WAGE) SCHEDULE**

### **1. Title**

This Schedule shall be known as the Public Hospital (Training Wage) Schedule.

### **2. Definitions**

**"Ambulance Service"** means the Ambulance Service of New South Wales constituted under the *Ambulance Services Act 1990* (NSW) or any successor legislation.

**"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 of the relevant Award.

**"Corporation"** means the Health Administration Corporation.

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

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

**"Trainee"** means an employee who is bound by a Traineeship Agreement made in accordance with this Schedule and employed in terms of this agreement.

**"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 Schedule 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 employees and the Union, or other elected representative as nominated by the employee(s) regarding the terms of the proposed Traineeship Scheme has occurred. An application for approval of a Traineeship Scheme shall identify the relevant employees and the Union, or other elected representative as nominated by the employee(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**

(i) Subject to subclause (c) of this clause this Schedule shall apply to persons who are undertaking a Traineeship and is to be read in this agreement

(ii) The terms and conditions of this agreement shall apply except where inconsistent with this Schedule.

(iii) Notwithstanding the foregoing, this Schedule shall not apply to employees who were employed under this agreement prior to the date of approval of a traineeship scheme relevant to the Employer, except where agreed between the Employer and the relevant employees and the Union, or other elected representative as nominated by the employee(s).

(iv) This Schedule does not apply to Apprentices.

### **4. Objective**

The objective of this Schedule 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 5, Training Conditions of the relevant Award, nothing in this Schedule shall be taken to replace the prescription of training requirements in this agreement

### **5. Training Conditions**

(i) 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.

(ii) 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.

(iii) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

(iv) 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.

(v) Training shall be directed at:

(a) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (eg, 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 Training.

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

(b) 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 Training.

## **6. Employment Conditions**

### **(i) Full Time Traineeships**

(a) 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.

(b) 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.

(c) 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.

(d) (1) The Traineeship Agreement may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.

(2) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this agreement.

(3) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork 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-shiftwork Trainees.



(4) 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 this agreement makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.

(e) 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 Schedule shall apply unless specifically varied by this Schedule.

(f) All conditions of employment applying to temporary employees under this agreement, other than those specified in this Schedule, 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.

(ii) Full-Time School-Based Traineeships

(a) 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.

(b) For the purposes of this Schedule, 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.

(c) School-based trainees are to be paid an amount as detailed in Salary Tables, Part B.

(d) School Based Traineeships are part-time and subject to additional conditions.

(e) 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.

(iii) Part Time Traineeships

(a) A Trainee shall be engaged as an employee on a part time basis by working less than full time ordinary hours.

(b) 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%).

(c) "Full time wage rate" means the appropriate rate as set out in Part B, Monetary Rates.

(d) "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.

(e) “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.

(f) 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 Schedule shall apply to part time Trainees except as specified in this clause.

(g) A part time Trainee may, by agreement, transfer from a part time to a full time Traineeship position should one become available.

(h) The minimum engagement periods specified in this agreement shall also be applicable to part time Trainees.

(i) Minimum and maximum hours of work for part time employees specified in this agreement 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 this agreement 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:

$$246 \times \frac{15 - 3.8}{30.4} = \$90.63 \text{ plus any applicable penalty rates under this agreement.}^{63}$$

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.

(iv) Other Conditions

For any other conditions of employment see Health Employees’ Conditions of Employment Agreement .

8. Wages

(i) (a) The weekly wages payable to Trainees are as provided in Salary Tables, Part B.

(b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Schedule.

(c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

(ii) 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:

(a) Any agreement of the parties

(b) The nature of the industry

(c) The total training plan

(d) Recognition that training can be undertaken in stages

(e) The exit skill level in this agreement contemplated by the Traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the Schedule to seek to have the matters in dispute determined as per the Dispute Resolution clause of this agreement.

(iii) 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:

(a) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;

(b) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and

(c) not include any period during a calendar year in which a year of schooling is completed.

(iv) At the conclusion of the Traineeship, this Schedule ceases to apply to the employment of the Trainee and the relevant industrial instrument shall apply to the former trainee.

(v) The rates of pay in this Schedule include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against any equivalent over-agreement payments; and/or

## **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 Client Transport

Certificate III in Ambulance Communications (Call-Taking)

Certificate III in Dental Assisting

Certificate III in Health Services Assistance

Certificate III in Nutrition and Dietetic Assistance

Certificate III in Pathology

Certificate III in Dental Laboratory Assisting

Certificate III in Mortuary Theatre Practice

Certificate III in Hospital/Health Services Pharmacy Support  
 Certificate III in Prosthetic/Orthotic Technology  
 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 (Community Care)  
 Certificate IV in Allied Health Assistance  
 Certificate IV in Ambulance Communications  
 Certificate IV in Health Care (Ambulance)  
 Certificate IV in Anaesthetic Technology  
 Certificate IV in Audiometric Assessment  
 Certificate IV in Dental Assisting  
 Certificate IV in Operating Theatre Technical Support  
 Certificate IV in Neurophysiology Technology  
 Certificate IV in Pathology  
 Certificate IV in Rehabilitation and Assistive Technology  
 Certificate IV in Cardiac Technology  
 Certificate IV in Cast Technology  
 Certificate IV in Mortuary Theatre Practice  
 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

## **ABORIGINAL HEALTH EDUCATION OFFICERS SCHEDULE**

### **1. Definitions**

‘Aboriginal Health Education Officer’ means a person appointed as such and who has qualifications as defined in Salary Tables, Part B.

‘Corporation’ means the Health Administration Corporation of New South Wales

### **2. Progression**

#### **(i) Aboriginal Health Education Officer (Non Graduate)**

(i) The commencing rate of salary for an officer who is deemed to possess the necessary skills and attributes to perform the required duties shall be not less than that prescribed for the 1st year of service for a non graduate.

(ii) The commencing rate of salary for an officer who has successfully completed the Aboriginal Health Studies Certificate or the first two years of the Associate Diploma Course in Aboriginal Health Studies shall be not less than that prescribed for the 2nd year of service for a non graduate.

#### **(ii) Senior Aboriginal Health Education Officer (Non Graduate)**

Appointment as a Senior Aboriginal Health Education Officer (Non Graduate) shall be restricted to officers who have: -

(a) Completed a minimum of nine years’ service with not less than one year’s service on the 9th year of the incremental scale.

OR

(b) Completed a minimum of five years’ service as an Aboriginal Health Education Officer (Non Graduate) or health worker, and who have successfully completed the Aboriginal Health Studies Certificate.

OR

(c) Completed a minimum of four years’ service as an Aboriginal Health Education Officer (Non Graduate) or health workers, and who have successfully completed the Associate Diploma in Aboriginal Health Studies.

#### **(iii) Regional Aboriginal Health Education Officers**

Extensive experience as an Aboriginal Health Education Officer/Senior Aboriginal Health Education Officer or Aboriginal Health Worker or the equivalent. It would be desirable for applicants to have completed the Aboriginal Health Studies Certificate or the Associate Diploma in Aboriginal Health Studies. NOTE: these positions were deleted.

#### **(iv) Aboriginal Health Co-ordinator**

(v) Aboriginal Health Education Officer (Graduate)

(a) The commencing rate of salary payable to an officer who has obtained an appropriate degree of a recognised University or College of Advanced Education requiring a minimum of three years full time study or other qualifications deemed by the Department to be the equivalent thereof shall be not less than that prescribed for the first year of service for a graduate

(b) The commencing rate of salary payable to an officer who has obtained an appropriate degree of a recognised University or College of Advanced Education requiring a minimum of four years full time study, or other qualifications deemed by the Department to be the equivalent thereof, shall be not less than that prescribed for the second year of service for a graduate.

(c) The commencing rate of salary for an officer who has obtained a degree of a recognised University or College of Advanced Education which requires a minimum of four years full-time study and has in addition completed a Diploma of Education or - other qualifications deemed by the Department to be the equivalent thereof, shall be that prescribed for the third year of service for a graduate.

(vi) Senior Aboriginal Health Education Officer (Graduate)

Appointment as a Senior Aboriginal Health Education Officer (Graduate) shall not be made without the prior approval of the Department.

**3. Overtime**

(i) Except as provided in subclause below, the provisions of this Agreement shall apply.

(ii) Aboriginal Health Education Officers (Non Graduate) and Aboriginal Health Education Officers (Graduate) who are directly engaged in field duties shall be paid an incidence allowance in lieu of overtime payments. The incidence allowance is \$1241 per annum.

**4. Increments**

Progression within salary classes will be by annual increment subject to satisfactory service.

## **AREA CO-ORDINATORS SCHEDULE**

### **1. Definitions**

**‘Area Co-ordinator’** means a person appointed to an administrative position following a review carried out by the Department of Health in 1987. The positions in the 1987 review are contained in Clause 2, Salaries of this Determination.

**‘Corporation’** means the Health Administration Corporation of New South Wales.

### **2. Salaries**

Following a review in 1987, the Corporation determined the following administrative salaries for Co-ordinators within public hospitals.

Co-ordinators positions are to be available to all health personnel and not restricted to certain classifications.

Individuals occupying positions of Co-ordinator as at 30-3-87 and who may be receiving a higher salary (including allowances) than that determined are to retain the higher salary on a personal basis.



## **CLERK OF WORKS SCHEDULE**

### **1. Definitions**

**‘Clerk of Works’** means a person appointed as such who has qualifications deemed appropriate by the Health Administration Corporation. Such person is employed to provide continuous inspection for works and other associated duties being carried out in a health facility.

## **DRUG AND ALCOHOL COUNSELLOR – NON-GRADUATE SCHEDULE**

### **1. Definitions**

Drug and Alcohol Counsellor – Non-Graduate means a person appointed as such who works in the area of drug and alcohol counselling and who is not eligible for appointment as a Counsellor under the NSW Health Service Health Professionals Schedule.

### **2. Allowances**

Drug and Alcohol Counsellor – Non-Graduate who has completed two years of service at the maximum salary for Grade 2 shall receive an allowance of \$45.90 per week providing the employee demonstrates to the satisfaction of the employer that the work performed, the results achieved, the employee's aptitude and ability warrant such payment

## **ENVIRONMENTAL HEALTH OFFICERS SCHEDULE**

### **1. Definitions**

**‘Corporation’** means the Health Administration Corporation of New South Wales

**‘Environmental Health Officer’** shall mean a person who possesses a degree in Applied Science (Environmental Health) or qualifications deemed by the Corporation to be equivalent. All persons employed as Health Inspectors at the date of this Determination are deemed to hold qualifications equivalent to those required for appointment as an Environmental Health Officer.

**‘Senior Environmental Health Officer’** shall mean an Environmental Health Officer as defined who is responsible to the Director or Deputy Director of a Public Health Unit for the administration and supervision of the Environmental Health section of the Public Health Unit.

A definition for an Environmental Health Consultant has yet to be determined. When a definition is approved appropriate advice will be issued.

**‘Service’** means service as an Environmental Health Officer in a Public Health Organisation or service acceptable to the Corporation.

### **2. Consultant Allowance \$1611 per annum**

The Corporation acknowledges the proposed role of Consultant. However, the Corporation would anticipate that only a small number of individuals would receive the Consultant’s allowance at any one time based on the need as determined by the Department of Health’s Chief Health Officer.

### **3. Progression**

In order to progress to Year 10 of the scale an Environmental Health Officer must have:

- (i) Completed 12 months service at the salary prescribed on the maximum of the scale, and
- (ii) Have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment.

After 12 months satisfactory work performance on Year 10 the officer will progress to the Year 1 rate.

Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfill these criteria.

### **4. Hours of Duty**

Environmental Health Officers will work a 38 hour week/19 day month. However, existing Health Inspectors will have the option of working a 35 hour week/20 day month, or a 38 hour week/19 day month upon transfer to Environmental Health Officer positions.

Where existing officers are subsequently appointed to a new position they will also be required to work a 38 hour week/19 day month.

Existing officers who decide to work a 35 hour week/20 day month can at any time elect to switch to a 38 hour week/ 19 day month. Once an officer has elected to work a 38 hour week they cannot revert to a 35 hour week.

## **5. Telephone Allowance**

Telephone rental costs will be reimbursed in accordance with current policy i.e. 100% for those employees who are required to have a telephone connected to be contactable out of normal working hours.

The costs of all business calls will be reimbursed on presentation of an appropriate claim.

## **6. Transferred Officers**

Existing Environmental Health Officers who are required to relocate their place of residence to take up their initial appointments in a Public Health Unit shall be reimbursed relocation notwithstanding that they are not covered by this Schedule. However, this concession will not apply thereafter for Environmental Health Officers seeking promotional positions in another Area Health Service or Health Service. New appointees will have no entitlement to the provisions of this Determination.

## **7. Travelling Compensation**

In situations where an Environmental Health Officer is required to travel on official business outside normal working hours and the time spent in travel exceeds that normally incurred in travelling to and from their place of residence, the Environmental Health Officer shall be paid for the excess travelling time at single time rates up to a maximum of eight hours per day in accordance with current policy subject to an appropriate claim being made for payment.

Meal periods of not less than one hour per meal shall be deducted from the total period in cases where a meal allowance is claimed and otherwise paid irrespective of whether or not the Environmental Health Officer chooses not to take the meal break as provided.

## **8. Call Out Allowance**

(i) “**Call out**” is the period over which an Environmental Health Officer is required by the Public Health Unit to return to duty. For the purpose of this definition call out shall only apply to unrostered time periods.

(ii) Environmental Health Officers who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:

a) Where an Environmental Health Officer is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:

(i) A minimum payment as for three hours’ work at the appropriate overtime -rate shall be made- in respect of the last recall.

(ii) Payment shall be calculated as if the Environmental Health Officer had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (I) above or completion of the work -for which he had been recalled on the last occasion, whichever is the later.

(b) Where an Environmental Health Officer is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours work at the appropriate overtime rate.

An Environmental Health Officer, when recalled to work as prescribed in subclause (i) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his place of work in accordance with Clause 45 of the *Public Sector Management Act 1988* (NSW) Regulation "Use of private motor vehicle on official business."

Where Environmental Health Officers to work as prescribed in subclause (i) of this clause the

Environmental Health Officer shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such Environmental Health Officer resumes or continues work without having had such eight consecutive hours off duty the Environmental Health Officer shall be paid at double rates until the Environmental Health Officer is released from duty for such period and the Environmental Health Officer then shall be entitled to be absent until the Environmental Health Officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

An Out of Hours Paging Allowance is payable to Environmental Health Officers effective, see

#### **9. Conference Leave and Leave to Attend Inservice Seminars/Training Courses**

Environmental Health Officers granted leave by the employer to attend approved conferences and inservice seminars/training courses shall be entitled to subsistence at the prescribed rate and all conference and registration fees paid by the employer.

#### **10. Travelling & Subsistence Allowances**

Paid in accordance with the provisions of the *Public Sector (General) Regulation, 1988*, Clauses 39, 40 & 42, as varied from time to time.

#### **11. Return to Public Service**

Environmental Health Officers shall have the right to apply for any positions in the Public Service which are advertised in the Public Service Notices only for three (3) years from the date of transfer.

## **GRADING COMMITTEES – SOCIAL WORKERS AND DIETITIANS SCHEDULE**

### **1. Grading Committee – Social Workers**

(i) For the purpose of recommending changes to the grading of Social Workers covered by the NSW Health Service Health Professionals Schedule, a Committee consisting of two representative of the employer and two employee representatives shall be constituted to consider and recommend to the employer:

(a) the grading of any new position or variation of grading 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, whilst the grading of his/her 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 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 matters to be referred to the Committee shall be:

(a) any application by an employee for review of the grading of the position he/she occupies if the General Manager or Senior Officer of the hospital or health institution certifies that in his/her 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 or health institution;

(b) the grading of any new position;

(c) such cases as the Employees and the Union, or other elected representative as nominated by the employee may raise where the Employees and the Union, or other elected representative as nominated by the employee has stated the ground 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.

## **2. Grading Committee – Dietitians**

(i) For the purpose of recommending changes to the grading of Dietitians covered by the NSW Health Service Health Professionals Schedule, a Committee consisting of two representatives of the employer and two employee representatives shall be constituted to consider and recommend to the employer upon application by the Employees and the Union, or other elected representative as nominated by the employee or the employer:

(a) the grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and

(b) the date of the effect of the grading recommended.

Provided that:

(ii) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the Committee;

(iii) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and

(iv) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

## **3. Personal Regrading**

The provisions at Clauses 1 and 2 of this Schedule relate to the grading of positions and do not override the provisions of Clause 7, Personal Regrading of the NSW Health Service Health Professionals Schedule.

## **HEALTH EDUCATION OFFICERS SCHEDULE**

### **1. Definitions**

‘Health Education Officer’ means a person appointed as such who is responsible for the development and implementation of health education.

‘Senior Health Education Officer’ means a person appointed as such who undertakes most if not all of the following responsibilities and in particular, items (iv) and (vii) should be a prerequisite:

- (i) Administration of the Health Promotion Department
- (ii) To direct and control the development and implementation of health education and promotion activities together with coordinating the service for the Area Health Service
- (iii) Planning and organising health education programmes
- (iv) To determine the priorities, strategies and health education policy in the Area Health Service
- (v) Liaising with other Government Departments, private, voluntary, academic and other agencies and personnel in the health or health related services, regarding health promotion activities and programmes.
- (vi) Convening and chairing Area Health Service health promotion meetings and convening sub-committees.
- (vii) Must be responsible for the supervision of professional staff

‘Corporation’ means the Health Administration Corporation of New South Wales.

### **2. Progression**

The commencing rate of salary for an appointee, who possesses relevant and appropriate tertiary qualifications but of less than recognised university degree standard, shall be not less than that prescribed for the second year of service for a non graduate.

The commencing rate of salary payable to an officer who has obtained an appropriate degree of a recognised University or College of Advanced Education requiring a minimum of three years full time study or other qualifications deemed by the Health Administration Corporation to be the equivalent thereof shall be not less than that prescribed for the first year of service for a graduate.

The commencing rate of salary payable to an officer who has obtained an appropriate degree of a recognised University or College of Advanced Education requiring a minimum of four years full time study, or other qualifications deemed by the Health Administration Corporation to be the equivalent thereof, shall be not less than that prescribed for the second year of service for a graduate.

The commencing rate of salary for an officer who has obtained a degree of a recognised University or College of Advanced Education which requires a minimum of four years full-



time study and has in addition completed a Diploma of Education or other qualifications deemed by the Health Administration Corporation to be equivalent thereof, shall be that prescribed for the third year of service for a graduate,

## **MUSIC THERAPIST – UNQUALIFIED SCHEDULE**

### **1. Definitions**

**“Music Therapist – Unqualified”** means a person appointed as such who is not eligible for appointment as a Music Therapist under the NSW Health Service Health Professionals Schedule.

## **NURSE COUNSELLORS SCHEDULE**

### **1. Definitions**

**“Nurse Counsellor”** means a person appointed as such who possesses an appropriate degree of a recognised University or any other qualification deemed appropriate by the Health Administration Corporation.

## REGIONAL COORDINATORS SCHEDULE

### 1. Definitions

**“Regional Coordinator”** – means a person appointed to a designated position as defined in Clause 2, of this Determination.

**“Corporation”** means the Health Administration Corporation of New South Wales.

### 2. Regional Coordinators (Developmental Disability Services and Mental Health Services)

The following positions of non-medical appointees in Department of Health Regional Offices as at 9.10.85 are as follows:

**“Regional Coordinator”** (3 x Metropolitan Regions and Hunter Region) – equivalent to Grade 10, Administrative and Clerical Division

**“Regional Coordinators”** (Other Regions) – equivalent to Grade 9, Administrative and Clerical Division.

**“Sub-Regional Coordinators”** (3 x Metropolitan regions and Hunter Region) – equivalent to grade 8, Administrative and Clerical Division. N.B. These positions are restricted to those regions mentioned which have not organised services on an Area basis. A ‘sub-region’ in this context means a population grouping of at least 250,000.

#### Note

(i) Where it is desired to appoint to a position of Regional coordinator, an existing employee of the Department, or a public hospital, who is already paid in excess of the rates listed above, the Department will favourably consider a recommendation that the officer retain his/her current salary on a personal basis, in special circumstances.

(ii) Allowances, e.g. Team Leader/ Area Coordinator, are not payable in addition to the abovementioned rates.

(iii) Medically qualified Regional Coordinators are to be paid at the rate prescribed for Community Physicians. Positions are not to be advertised at Specialist rates and any proposal to appoint a person with specialist qualifications, at other than Community Physician rates, must be referred to the Division of Employee and Industrial relations. Conditions of employment for medically-qualified Regional Coordinators are to be as per the *Public Hospital (Medical Superintendents) Award*.

(iv) Positions of Regional Coordinator are to be public hospital positions and not public service positions. Future appointees should, however, be formally seconded to the Regional Office and it must be made clear to their employing hospital that such secondment means that they are responsible to the Regional Director and not to the hospital. Staff of the Department of Health who are selected for Regional coordinator positions may elect to transfer under Schedule 3 of the *Health Administration Act* (NSW) (as extended by the Department’s Determination under Section 40BA of the *Public Service Act* (Cth)). Existing public servants may elect to retain their current employment status.

(v) Those Coordinators presently receiving rates in excess of the abovementioned scale may retain their present salary classification (including all future adjustments) on a personal basis. Those presently receiving less than the abovementioned scale should have their salary adjusted, effective from their date of entry on duty.

(SOUTH EASTERN REGION ONLY)

(vi) The two Coordinators in your Region may be paid, on a personal basis, at their current salary, plus the Area Coordinators allowance effective from the beginning of the first pay period, on or after 1 October 1984.

(HUNTER REGION)

(vii) The Regional coordinator (Developmental Disability Services) in your Region, Mr J Dewhurst, may be paid on a personal basis at his existing salary, plus the Area Coordinators allowance, effective from the beginning of the first pay period, on or after 1 October 1984.

## **REMEDIAL GYMNAST SCHEDULE**

### **1. Definitions**

**“Remedial Gymnast (Qualified)”** means a person appointed as such who holds an appropriate degree relevant to the industry and/or qualifications deemed appropriate by the Health Administration Corporation.

## **SEXUAL ASSAULT WORKER – NON-GRADUATE SCHEDULE**

### **1. Definitions**

**“Sexual Assault Worker – Non-Graduate”** means a person appointed as such who possesses relevant and appropriate tertiary qualifications but of less than a recognised university degree standard or its equivalent and who is not eligible for appointment as a Sexual Assault Worker under the NSW Health Service Health Professionals Schedule.

### **2. Progression**

For Sexual Assault Worker – Non-Graduate the following shall apply:

- (i) Progression to the second year of service rate shall be on the completion of twelve months service on the first year of service rate or by appointment on the second year of service salary rate.
- (ii) On the completion of twelve months service on the second year rate, progression to the third year rate of the scale shall be subject to the successful completion of Stage 1 of a relevant course of less than Diploma status conducted by a College of Technical and Further Education.
- (iii) Progression to the fourth and fifth year rates shall be subject to completion of twelve months service on each rate and the successful completion of Stage 2 and Stage 3 of a relevant course respectively.
- (iv) The commencing salary of an employee who possesses a relevant qualification of less than Diploma status from a College of Technical and Further Education in a relevant field shall be not less than that prescribed for the third year of service for Grade 1.
- (v) The commencing salary of an employee who possesses a Diploma from a College of Technical and Further Education in a relevant field shall be not less than that prescribed for the third year of service for Grade 1.
- (vi) An employee shall only be eligible to progress to Grade 2 if he/she possesses an approved tertiary qualification of less than recognised university degree standard and has completed twelve months service on the maximum salary prescribed for Grade 1.

## **SOCIAL EDUCATORS SCHEDULE**

### **1. Definitions**

**“Social Educator”** means a person appointed as such who holds an appropriate degree from a recognised university or any other qualification deemed appropriate by the Health Administration Corporation.



## **WELFARE OFFICER – NON-GRADUATE SCHEDULE**

### **1. Definitions**

“Welfare Officer – Non-Graduate” means a person appointed as such who is not eligible for appointment as a Welfare Officer under the NSW Health Service Health Professionals Schedule.

### **2. Salaries and Allowances**

#### **(i) Allowance**

A Welfare Officer – Non-Graduate who has completed two years of service at the maximum salary for Grade 2 shall receive an allowance of \$48.90 per week providing the employee demonstrates to the satisfaction of the employer that the work performed, the results achieved, the employee’s aptitude and ability warrant such payment.

#### **Progression**

For Welfare Officers – Non Graduate the following shall apply:

(i) Progression to the second year of service rate shall be on the completion of twelve months service on the first year of service rate or by appointment on the second year of service salary rate.

(ii) On the completion of twelve months service on the second year rate, progression to the third year rate of the scale shall be subject to the successful completion of Stage 1 of the Welfare Officer’s Certificate Course conducted by a College of Technical and Further Education; or possession of such other qualifications accepted by the employer.

(iii) Progression to the fourth and fifth year rates shall be subject to completion of twelve months service on each rate and the successful completion of Stage 2 and Stage 3 of the above course respectively; or possession of such other qualifications accepted by the employer.

(iv) The commencing salary of an employee who possesses a Certificate in Welfare Work from a College of Technical and Further Education shall not be less than that prescribed for the second year of service for Grade 1.

(v) The commencing salary of an employee who possesses a Diploma in Welfare Work from a College of Technical and Further Education shall be not less than that prescribed for the third year of service for Grade 1.

(vi) An employee shall only be eligible to progress to Grade 2 if he/she possesses approved tertiary qualifications of less than recognised university degree standard and has completed twelve months service on the maximum salary prescribed for Grade 1.

## **ABORIGINAL HEALTH WORKERS SCHEDULE**

### **1. Definitions**

1.1 Aboriginal Health Practitioner means a person who is appointed as such and holds a Certificate IV in Aboriginal Primary Health Care (Practice), and is registered with the Australian Health Practitioner Regulation Agency. Aboriginal Health Practitioners perform a range of clinical practice and primary healthcare duties for the community in which they work under direct or indirect supervision at more experienced years.

1.2 Aboriginal Health Worker means a person who is appointed as such and is a provider of flexible, holistic and culturally sensitive health services to the Aboriginal community, and holds or aspires to hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works. Aboriginal Health Workers perform a range of primary health care duties for the community in which they work under direct or indirect supervision at more experienced years.

1.3 Principal Aboriginal Health Worker means a person who has applied for an advertised Principal Aboriginal Health Worker role and has been selected on merit. Principal Aboriginal Health Workers develop, implement and review Aboriginal primary health care strategy and policies and may be responsible for the supervision and training of Aboriginal Health Workers. Principal Aboriginal Health Workers hold a relevant degree qualification.

1.4 Senior Aboriginal Health Worker means a person who has applied for an advertised Senior Aboriginal Health Worker role and has been selected on merit. Senior Aboriginal Health Workers manage resources for the delivery of individual health services or health programs, and may be responsible for the supervision and training of Aboriginal Health Workers.

### **2. Progression and Appointment**

2.1 Progression for Aboriginal Health Workers and Aboriginal Health Practitioners is incremental upon the completion of 12 months full time satisfactory service.

2.2 Aboriginal Health Workers who hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works may commence at Year 2.

2.3 Senior Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.

2.4 Principal Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.

## **PART B**

### **Monetary Rates**

#### **SALARY TABLES**

Table 1 – Health and Community Employees Psychologists Salaries

Table 2 – NSW Health Service Health Professionals Salaries

Table 3 – Health Professionals and Medical Salaries

Table 4 – Public Hospital (Training Wage) Industry/Skill Level A:

Table 5 – Public Hospital (Training Wage) Industry/Skill Level B:

Table 6 – Public Hospital (Training Wage) School based trainees

#### **ALLOWANCE TABLES**

Table 1 – Public Hospitals (Professional and Associated Staff) Allowances

Table 2 – NSW Health Service Health Professionals Allowances

Table 3 – Public Hospital Professional Engineers Allowances

## SALARY TABLES

**Table 1 – Health and Community Employees Psychologists Salaries**

<b>Classification</b>	<b>\$ Rate from first full pay period on or after 1.7.2021</b>
<b>Psychologist</b>	
1st year of service	69,482.00
2nd year of service	73,240.00
3rd year of service	76,994.00
4th year of service	81,688.00
5th year of service	86,384.00
6th year of service	91,079.00
7th year of service	95,774.00
8th year of service	99,532.00
9th year of service & thereafter	103,282.00
<b>Senior Psychologist</b>	
1st year of service	108,917.00
2nd year of service	113,615.00
3rd year of service & thereafter	118,308.00
<b>Clinical Psychologist</b>	
1st year of service	99,533.00
2nd year of service	105,160.00
3rd year of service	110,797.00
4th year of service	116,433.00
5th year of service and thereafter	122,063.00
<b>Senior Clinical Psychologist</b>	
1st year of service	127,699.00
2nd year of service	131,453.00
3rd year of service & thereafter	135,210.00
<b>Principal Psychologist</b>	
1st year of service and thereafter	153,989.00
<b>Part-Time Psychologist</b>	
(Applicable only to staff employed prior to 30 June 1993)	

Part-time Psychologist (p/hour) (formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	52.04
Part-time Clinical Psychologist (p/hour) (formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	66.73
Part-time Senior Clinical Psychologist (p/hour) (formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	79.18

**Table 2 – NSW Health Service Health Professionals Salaries**

### Health Professional Classifications

Audiologist, Art Therapist, Counsellor, Dietitian, Diversional Therapist, Exercise Physiologist, Genetics Counsellor, Music Therapist, Occupational Therapist, Orthoptist, Orthotist /Prosthetist, Physiotherapist, Play Therapist, Podiatrist, Sexual Assault Worker, Social Worker, Speech Pathologist, Welfare Officer.

LEVEL	YEAR OR GRADE	\$ Rate from first full pay period on or after 1.7.2021
Level 1	Year 1	65,778.00
	Year 2	68,255.00
	Year 3	72,461.00
	Year 4	77,438.00
Level 2	Year 1	82,783.00
	Year 2	88,034.00
	Year 3	92,318.00
	Year 4	95,298.00
Level 3	Year 1	102,500.00
	Year 2	105,932.00
Level 4	Year 1	111,228.00
	Year 2	114,007.00
Level 5	Year 1	119,709.00
	Year 2	122,703.00
Level 6	Year 1	128,784.00
	Year 2	132,057.00
Level 7	Grade 1	138,659.00
	Grade 2	145,594.00
	Grade 3	152,871.00
Level 8	Grade 1	145,594.00

	Grade 2	152,871.00
	Grade 3	160,517.00
	Grade 4	168,543.00

**Table 3 – Health Professionals and Medical Salaries**

Classification	Rate from ffppoa 01/07/2021 \$ per annum (unless indicated otherwise)
<b>Aboriginal Health Worker</b>	
1st Year	55,492.00
2nd Year	58,770.00
3rd Year	61,993.00
4th Year	65,294.00
5th Year	68,395.00
6th Year	71,643.00
7th Year	74,823.00
8th Year	78,470.00
9th Year	81,731.00
<b>Senior Aboriginal Health Worker</b>	
1st Year	84,942.00
2nd Year	88,238.00
<b>Principal Aboriginal Health Worker</b>	
1st Year	90,725.00
2nd Year	94,643.00
<b>Aboriginal Health Practitioner</b>	
1st Year	61,993.00
2nd Year	65,294.00
3rd Year	68,395.00
4th Year	71,643.00
5th Year	74,857.00
6th Year	78,470.00
7th Year	81,731.00
<b>Aboriginal Health Education Officer Graduate</b>	
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.	
1st Year (per week)	1,224.95
2nd Year (per week)	1,284.31
3rd Year (per week)	1,364.53
4th Year (per week)	1,440.76
5th Year (per week)	1,525.61
6th Year (per week)	1,604.52
7th Year (per week)	1,672.26
8th Year (per week)	1,738.72
9th Year (per week)	1,813.77
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	

10th Year	(per week)	1,905.16
11th Year	(per week)	1,996.79
<b>Senior Aboriginal Health Education Officer Graduate</b>		
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.		
1st Year	(per week)	1,996.24
2nd Year	(per week)	2,078.92
3rd Year	(per week)	2,161.95
<b>Analyst, Chemist, Microbiologist, &amp; Scientific Officer (Transferred Staff of Division of Analytical Laboratories)</b>		
<b>Grade 1</b>		
1st Year		66,106.00
2nd Year		68,711.00
3rd Year		72,543.00
4th Year		77,756.00
5th Year		83,265.00
6th Year		88,202.00
<b>Grade 2</b>		
1st Year		92,519.00
2nd Year		95,264.00
3rd Year		98,168.00
4th Year		102,108.00
<b>Grade 3</b>		
1st Year		106,366.00
2nd Year		109,745.00
3rd Year		111,931.00
<b>Grade 4</b>		
1st Year		117,380.00
2nd Year		120,938.00
3rd Year		123,337.00
<b>Grade 5</b>		
1st Year		128,174.00
2nd Year		132,014.00
Part-Time Graduate Analyst (Per Hour)		43.66.00
<b>Biomedical Engineer</b>		
<b>Grade 1</b>		
1st Year of service		68,216.00
2nd Year of service		72,367.00
3rd Year of service		77,356.00
4th Year of service		82,666.00
5th Year of service and thereafter		88,011.00
<b>Grade 2</b>		
1st Year of service		93,469.00
2nd Year of service		96,484.00
3rd Year of service		99,507.00
4th Year of service and thereafter		102,511.00



<b>Grade 3</b>		
1st Year of service		108,229.00
2nd Year of service		111,777.00
3rd Year of service		115,344.00
4th Year of service and thereafter		119,390.00
<b>Grade 4</b>		
1st Year of service		124,705.00
2nd Year of service		128,344.00
3rd Year of service and thereafter		131,953.00
<b>Grade 5</b>		
1st Year of service		137,424.00
2nd Year of service and thereafter		140,007.00
<b>Grade 6</b>		
1st Year of service		142,616.00
2nd Year of service and thereafter		145,253.00
<b>Clerk Of Works</b>		
Clerk Of Works		88,331.00
<b>Co-Ordinators</b>		
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle		86,814.00
Group 3 - Moree, Tweed Heads, SW Zone - Zone 1, 2 and 5; Grafton, Armidale, Port Macquarie		93,153.00
Group 5 - Tamworth		101,829.00
Group 6 - Dubbo		105,980.00
<b>Allowances-Co-Ordinators</b>		
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Coordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87. Future occupants, other than those in AHS, receive the salary for the positions listed above		
<b>Allowances Co-Ordinators</b>		
<b>Team Leaders Allowance</b>		
In charge of 5-10 staff	(per week)	45.30.00
In charge of 11-25 staff	(per week)	75.50.00
In charge of 26-40 staff	(per week)	105.90.00
In charge of more than 40 staff	(per week)	121.10.00
Area Co-ordinators Allowance	(per week)	166.70.00
<b>Drug Alcohol Counsellor Non Graduate</b>		
<b>Grade 1</b>		
1st Year		55,468.00
2nd Year		58,761.00
3rd Year		61,986.00
4th Year		65,258.00
5th Year		68,366.00
<b>Grade 2</b>		
1st Year		71,632.00
2nd Year		74,823.00
<b>Allowances - Drug And Alcohol Counsellors - Non-Graduate</b>		
Drug and Alcohol Counsellor - 2 years on maximum	(per week)	65.60

<b>Dental Assistants</b>		
<b>Grade 1</b>		
1st Year		58,735.00
2nd Year		60,158.00
3rd Year		61,504.00
4th Year		62,978.00
<b>Grade 2</b>		
1st Year		64,347.00
2nd Year		66,785.00
3rd Year		68,943.00
4th Year		70,850.00
<b>Grade 3</b>		
1st Year		77,801.00
2nd Year		80,653.00
<b>Dental Assistant Supervision Allowance</b>		
2-5 Staff Year	(per week)	35.50
6-10 Staff Year	(per week)	50.30
11-15 Staff Year	(per week)	64.20
16-19 Staff Year	(per week)	78.40
<b>Dental Officers</b>		
<b>Level 1</b>		
1st Year		93,693.00
2nd Year		107,952.00
3rd Year		115,079.00
4th Year		122,203.00
<b>Level 2</b>		
1st Year		129,334.00
2nd Year		136,462.00
<b>Level 3</b>		
1st Year		144,233.00
2nd Year		148,571.00
3rd Year		151,366.00
<b>Level 4</b>		
1st Year		172,815.00
2nd Year		177,790.00
<b>Dental Officer Management Allowance</b>		
Level 1	(per annum)	7,138.00
Level 2	(per annum)	14,412.00
<b>Area Director Oral Health Clinical Services</b>		
Level 1	(per annum)	189,916.00
Level 2	(per annum)	208,905.00
Level 3	(per annum)	240,652.00
<b>Dental Specialist</b>		
1st Year of service		163,284.00
2nd Year of service		169,597.00

3rd Year of service	175,868.00
4th Year of service	182,503.00
5th Year of service	189,143.00
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C	
<b>Senior Clinical Specialist</b>	
Senior Clinical Specialist	198,379.00
<b>Dental Specialist Management Allowance</b>	
Dental Specialist Management Allowance (per annum)	10,705.00
<b>Dental Technicians</b>	
<b>Trainee</b>	
Stage 1 - (first 6 months)	41,592.00
Stage 2 - (6 months to 1 year)	43,005.00
Stage 3 - (1 year to 18 months)	47,526.00
Stage 4 - (18 months to 2 years)	49,285.00
<b>Level 1</b>	
1st Year	64,347.00
2nd Year	66,785.00
3rd Year	68,943.00
4th Year	70,850.00
5th Year	75,735.00
<b>Level 2</b>	
1st Year	75,735.00
2nd Year	78,372.00
<b>Level 3</b>	
1st Year	80,997.00
2nd Year	86,114.00
<b>Level 4</b>	
1st Year	90,303.00
2nd Year	91,770.00
<b>Level 5</b>	
1st Year	100,902.00
2nd Year	105,614.00
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)	
2nd year	102,118.00
<b>Dental Prosthetists</b>	
<b>Level 1</b>	
1st Year	80,997.00
2nd Year	86,114.00
<b>Level 2</b>	
1st Year	90,303.00
2nd Year	91,770.00
<b>Level 3</b>	
1st Year	100,902.00
2nd Year	105,614.00
<b>Oral Health Therapists</b>	

<b>Level 1</b>	
1st Year	65,778.00
2nd Year	68,255.00
3rd Year	72,461.00
4th Year	77,438.00
<b>Level 2</b>	
1st Year	82,783.00
2nd Year	88,034.00
3rd Year	92,318.00
4th Year	95,298.00
<b>Level 3</b>	
1st Year	102,500.00
2nd Year	105,932.00
<b>Level 4</b>	
1st Year	111,227.00
2nd Year	114,007.00
<b>Sole Practitioner Allowance (Oral Health Therapist)</b>	
Sole Practitioner Allowance (Oral Health Therapist) (per annum)	7,202.00
<b>Director Of Animal Care Westmead</b>	
Director Of Animal Care Westmead	126,937.00
<b>Trainee Environmental Health Officer</b>	
1st Year	52,320.00
2nd Year	54,247.00
3rd Year	56,189.00
4th Year	58,119.00
<b>Environmental Health Officer</b>	
1st Year	63,931.00
2nd Year	67,004.00
3rd Year	71,161.00
4th Year	75,166.00
5th Year	79,600.00
6th Year	83,722.00
7th Year	87,223.00
8th Year	90,710.00
9th Year	94,650.00
In order to progress to Year 10 of the scale, an Environmental Health Officer must have:	
(i) completed 12 months service at the salary prescribed on the maximum of the scale; and	
(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.	
After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.	
10th Year - Performance Barrier	99,413.00
11th Year - Performance Barrier	104,174.00
<b>Senior Environmental Health Officer</b>	
1st Year	108,470.00

2nd Year	112,808.00
<b>Transferred Environmental Health Officer - 35hrs per week</b>	
11th Year - Performance Barrier	104,174.00
<b>Transferred Senior Environmental Health Officer - 35hrs per week</b>	
1st Year	108,470.00
2nd Year	112,808.00
<b>Health Education Officer Non-Graduate</b>	
1st Year of service	55,468.00
2nd Year of service	58,758.00
3rd Year of service	61,985.00
4th Year of service	65,258.00
5th Year of service	68,364.00
6th Year of service	71,624.00
7th Year of service	74,821.00
8th Year of service	78,463.00
9th Year of service & thereafter	81,734.00
<b>Health Education Officer Graduate</b>	
1st Year of service	63,931.00
2nd Year of service	67,004.00
3rd Year of service	71,161.00
4th Year of service	75,166.00
5th Year of service	79,600.00
6th Year of service	83,722.00
7th Year of service	87,223.00
8th Year of service	90,710.00
9th Year of service and thereafter	94,650.00
A Graduate Health Education Officer who:- (i) has completed 12 months service at the salary prescribed on the maximum of the scale; (ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
On Maximum for 12 months	99,413.00
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.	
On Maximum for further 12 months	104,188.00
<b>Senior Health Education Officer Non-Graduate</b>	
1st Year of service	84,952.00
2nd Year of service	88,289.00
<b>Senior Health Education Officer Graduate</b>	
1st Year of service	104,174.00
2nd Year of service	108,470.00
3rd Year of service	112,808.00
<b>Part Time Health Education Officer</b>	
Non-Graduate (per hour)	41.00
Graduate (per hour)	48.00
<b>Transferred Health Education Officer - Graduate (As at 01/10/1986)</b>	
9th Year of service	94,650.00

On Maximum for 12 months		99,413.00
On Maximum for further 12 months		104,188.00
<b>Ethnic Health Worker</b>		
Part-time Ethnic Health Worker (Per Hour)	(per hour)	41.22
Part-time Ethnic Day Care Co-ordinator (Per Hour)	(per hour)	41.64
<b>Library Staff</b>		
<b>Library Assistant</b>		
Year 1		51,705.00
Year 2		54,873.00
Year 3		58,312.00
Year 4		62,658.00
Year 5		64,972.00
<b>Librarian Grade 1</b>		
Year 1		66,106.00
Year 2		69,948.00
Year 3		73,906.00
Year 4		78,510.00
Year 5		82,450.00
Year 6		86,370.00
<b>Librarian Grade 2</b>		
Year 1		89,993.00
Year 2		93,520.00
Year 3		98,168.00
Year 4		102,108.00
<b>Librarian Grade 3</b>		
Year 1		107,482.00
Year 2		110,799.00
Year 3		115,149.00
Year 4		119,749.00
<b>Librarian Grade 4</b>		
Year 1		123,337.00
Year 2		126,967.00
Year 3		130,714.00
Year 4		134,787.00
<b>Library Technician - Grade 1</b>		
Year 1		66,106.00
Year 2		69,948.00
Year 3		73,906.00
Year 4		78,510.00
<b>Community Physician</b>		
Community Physician		193,973.00
<b>Medical Records Administrator</b>		
1st Year		63,192.00
2nd Year		65,761.00
3rd Year		69,225.00

4th Year	72,411.00
5th Year	75,692.00
6th Year	79,386.00
7th Year and Thereafter	82,739.00
<b>Medical Records Manager</b>	
Grade 1	90,907.00
Grade 2	94,079.00
Grade 3	97,737.00
Grade 4	105,498.00
Grade 5	109,178.00
Grade 6	113,081.00
Grade 7	117,265.00
Grade 8	126,259.00
Country Regions	109,178.00
<b>Research/Analyst/Specialist Dept. Or Section</b>	
Research/Analyst/Specialist Dept. Or Section	88,202.00
Hospitals are graded at level indicated below:	
Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital	
Level 2 - St. Vincents Hospital, Darlinghurst, St. George Hospital, Royal Alexandra Hospital for Children	
Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital - Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.	
Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital - North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St. Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.	
Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital - Auburn, St. Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.	
<b>Music Therapist Unqualified</b>	
1st Year (per hour)	30.64
2nd Year (per hour)	31.30
3rd Year (per hour)	31.83
<b>Nurse Counsellor Non-Graduate</b>	
1st year of service	57,889.00
2nd year of service	60,621.00
3rd year of service	64,104.00
4th year of service	67,323.00
5th year of service	70,775.00
<b>Nurse Counsellor Graduate</b>	

1st year of service	64,528.00
2nd year of service	67,625.00
3rd year of service	71,866.00
4th year of service	75,689.00
5th year of service	80,192.00
6th year of service	83,814.00
7th year of service	87,242.00
8th year of service	90,295.00
9th year of service	94,674.00
<b>Remedial Gymnast (Qualified)</b>	
1st Year	56,024.00
2nd Year	57,729.00
3rd Year	61,155.00
4th Year	64,347.00
5th Year	67,635.00
6th Year and Thereafter	70,901.00
<b>Sessional Rates</b>	
Sessional Music Therapist (per session*)	235.00
Sessional Occupational Therapist (per session*)	235.00
Sessional Orthoptist (per session*)	235.00
Sessional Physiotherapist (per session*)	235.00
Sessional Podiatrist (per session*)	235.00
Sessional Speech Pathologist (per session*)	235.00
*Session = 3½ hours	
<b>Sexual Assault Workers - Non-Graduate</b>	
<b>Grade 1</b>	
1st Year	55,462.00
2nd Year	58,761.00
3rd Year	61,985.00
4th Year	65,257.00
5th Year	68,362.00
<b>Grade 2</b>	
1st Year	71,624.00
2nd Year	74,816.00
<b>Social Educators</b>	
1st Year	67,004.00
2nd Year	71,161.00
3rd Year	75,166.00
4th Year	79,598.00
5th Year	83,722.00
6th Year	87,223.00
7th Year	90,713.00



8th Year and Thereafter	94,650.00
<b>Program Director</b>	
1st Year	120,544.00
2nd Year	123,337.00
<b>Welfare Officers - Non-Graduate</b>	
<b>Grade 1</b>	
1st Year	55,462.00
2nd Year	58,761.00
3rd Year	61,985.00
4th Year	65,257.00
5th Year	68,362.00
<b>Grade 2</b>	
1st Year	71,624.00
2nd Year	74,816.00
<b>Allowance (Welfare Officer)</b>	
Welfare Officer - Non-Graduate 2 years on maximum (per week)	69.80

**Table 4 – Public Hospital (Training Wage) 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
	<b>Rate from ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>
School Leaver	260.96 (50%)	328.81 (33%)	445.16 (33%)
	307.30 (33%)	369.46 (25%)	
Plus 1 year out of school	369.46	445.16	517.42
Plus 2 years	445.16	517.42	600.97
Plus 3 years	517.42	600.97	687.95
Plus 4 years	600.97	687.95	687.95
Plus 5 years or more	687.95	687.95	687.95

The figures in brackets indicate the average proportion of time spent in approved 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 5 – Public Hospital (Training Wage) 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
	<b>Rate from ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>
School Leaver	260.96 (50%)	328.81 (33%)	429.24 (33%)
	307.30 (33%)	369.46 (25%)	
Plus 1 year out of school	369.46	429.24	494.84
Plus 2 years	429.24	494.84	581.84
Plus 3 years	494.84	581.84	662.06
Plus 4 years	581.84	662.06	662.06
Plus 5 years or more	662.06	662.06	662.06

The figures in brackets indicate the average proportion of time spent in approved 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 6 – Public Hospital (Training Wage) School based trainees**

Year of Schooling		
Trainee- School Based	Year 11 Rate from ffppoa 01/07/2021 \$ per week	Year 12 Rate from ffppoa 01/07/2021 \$ per week
School based Traineeships Skill Levels A and B	335.50	369.46

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

## ALLOWANCE TABLES

**Table 1 – Public Hospitals (Professional and Associated Staff) Allowances**

**Table 1 - Rates and Allowances**

<b>Allowance Description</b>	<b>\$ Rate from ffppoa 01/07/2021</b>
Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc. (per week)	3.79
Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (per week)	7.60
Breakfast Allowance (each)	31.95
Luncheon Allowance (each)	31.95
Evening Meal Allowance (each)	31.95
Uniform Allowance (Prof. Assoc. Staff) (each)	1.47
Laundry Allowance (Prof. Assoc. Staff) (each)	2.90
On call – Physiotherapists, Occupational Therapists (per period)	9.65
On call – Physiotherapists, Occupational Therapists (per week)	47.73

**Table 2 – NSW Health Service Health Professionals Allowances**

<b>Allowance Description</b>	<b>\$ Rate from ffppoa 01/07/2021</b>
Sole Practitioner Allowance	
Sole Practitioner Allowance (Health Professional) (per annum)	7,202.00

**Table 3 – Public Hospital Professional Engineers Allowances**

<b>Allowance Description</b>	<b>\$ Rate from ffppoa 01/07/2021</b>
On-Call Allowance (per period)	9.30
Per on-call period per week (per week)	46.45

Signed for and on behalf of St Vincent's Hospital Sydney Limited, as an employer by its duly authorised officer:



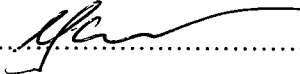
.....  
AUTHORITY

Full name: Rebecca Anne Roberts

Authority: St. Vincent's Hospital Sydney

Full Address: 390 Victoria Rd Darlinghurst NSW

Date: 26 July 2022



.....  
WITNESS

Full name: Gerald Michael Carr

Authority: St. Vincent's Hospital Sydney

Full Address: 390 Victoria Rd Darlinghurst NSW

Date: 26 July 2022

This document was signed and witnessed over Microsoft Teams audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Signed for and on behalf of Karitane, as an employer by its duly authorised officer:

Signature



Witness Signature



Full Name

Sharlene Vlahos

Full Name

Suzan Jaber

Authority

Acting Chief  
Executive Officer of Karitane

Authority

Executive Assistant to CEO of  
Karitane

Full Address

138-150 The Horsley Dr,  
Carramar NSW 2163

Full Address

138-150 The Horsley Dr,  
Carramar NSW 2163

Date

28<sup>th</sup> July, 2022

Date

28<sup>th</sup> July 2022

Signed for and on behalf of Royal Society for the Welfare of Mothers and Babies (known as Tresillian Family Care NSW), as an employer by its duly authorised officer:



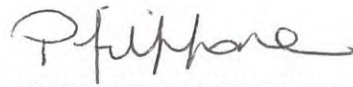
.....

Full name: Robert John Mills

Authority: CEO Tresillian

Full Address: 2 McKenzie Street, Belmore NSW 2192

Date: 26 July 2022



.....

WITNESS

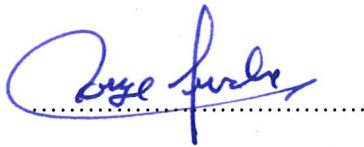
Full name: Pina Filippone

Authority: Human Resources Manager

Full Address: 2 McKenzie St, Belmore  
NSW 2192

Date: 26 July 2022

Signed for and on behalf of NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors, as an employer by its duly authorised officer:



Full name: Jorge Gustavo Aroche

Authority: C.E.O.

Full Address: 152-168 The Horsley Dr. CARLAMAR, NSW 2163

Date: 25/07/2022



WITNESS

Full name: NATHAN JAMES MURDOCH

Authority: DEPUTY CEO

Full Address: 152-168 THE HORSLEY DR.

Date: 25/07/2022 CARLAMAR NSW 2163



Signed for and on behalf of Calvary Health Care Sydney Limited, as an employer by its duly authorised officer:



.....

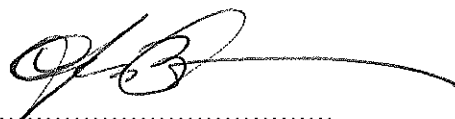
**Full name: Drew Kear**

Authority: General Manager/Director of Nursing

Full Address: 91-111 Rocky Point Road,

Kogarah NSW 2217 AUSTRALIA

Date: 26 July 2022



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WITNESS

**Full name: Penny Zafiropoulos**

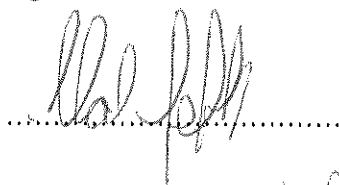
Authority: Executive Assistant

Full Address: 91-111 Rocky Point Road

Kogarah NSW 2217 AUSTRALIA

Date: 26 July 2022

Signed for and on behalf of Calvary Mater Newcastle, as an employer by its duly authorised officer:



Full name: Mark Jeffrey

Authority: General Manager

Full Address: Edith and Platt Street

Date:

26/7/22 Waratah, NSW 2298



WITNESS

Full name: Liana O'Connor

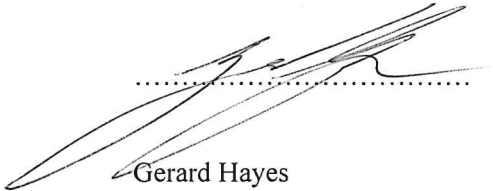
Authority: Human Resources Manager

Full Address: Edith & Platt Street,  
Waratah, NSW, 2298

Date:

26/07/22

Signed for and on behalf of the Health Services Union NSW, as a bargaining representative of the employees of St Vincent's Hospital Sydney Limited, Karitane, Royal Society for the Welfare of Mothers and Babies (known as Tresillian Family Care NSW), NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors, Calvary Health Care Sydney Limited and Calvary Mater Newcastle, by its duly authorised officer:



Gerard Hayes

Secretary

HSU New South Wales Branch

Level 2, 109 Pitt Street

Sydney NSW 2000

Date: 28/7/22.



WITNESS

Edmund Fry

Level 2, 109 Pitt Street

Sydney NSW 2000

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## Schedule 2.3—Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.



## IN THE FAIR WORK COMMISSION

**FWC Matter No:**

AG2022/3223

**Applicant:**

Health Services Association of New South Wales

Section 185 – Application for approval of a multi-enterprise agreement

### Undertaking- Section 190

I, Gerald Michael Carr, Senior Manager, People and Culture at St Vincent's Hospital Sydney, provide the following undertakings with respect to the Named NSW (Non-Declared) Affiliated Health Organisations' Professional and Associated Staff Agreement 2022 (**the Agreement**) on behalf of the Health Services Association of New South Wales (**the Applicant**):

1. I have the authority given to me by the Applicant to provide this undertaking in relation to the Agreement before the Fair Work Commission.
2. Where an undertaking seeks to change a clause of the Agreement, changes will be identified by an underline.
3. We undertake that clause 1(iii) of the Agreement will be taken to read:

(iii) Duration

This agreement will commence operation seven days after it has been approved by the Fair Work Commission and shall have a nominal expiry date of 3 years from the day it is approved by the Fair Work Commission.

4. We undertake that clause 12(ii)(a) of the Agreement will be deleted and replaced with the following clause:

(a) For the purpose of this subclause 12(ii)(a), a shiftworker as defined under the National Employment Standards is entitled to an additional week's annual leave per year of service on the same terms and conditions.

The additional paid annual leave set out in this sub-clause 12(ii)(a) is not cumulative upon the additional paid annual leave set out in paragraph (b) of this subclause. The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then paragraph (b) of this subclause shall not apply.

5. We undertake that clause 23(i) of the Agreement will be taken to read:
  - (i) All parties must use their best endeavours to cooperate in order to avoid any grievance and/or disputes. A dispute may be about any matter arising under the agreement and in relation to the National Employment Standards.
6. We undertake that clause 15(b)(5) and clause 16 of the Agreement will be applied in accordance with section 324 of the *Fair Work Act 2009* (Cth), as amended from time

to time. This includes the requirement to obtain written authorisation from an employee before any permitted deduction of wages is made.

7. With response to issues raised concerning inconsistency with the National Employment Standards, we undertake that clause:

a. Clause 14(i)(a) of the Agreement will be taken to read:

- (a) the employee must notify the employer, in accordance with section 107 of the Fair Work Act 2009 (Cth) of any period where an employee is taken to be on personal/carers leave under this agreement. The employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such notice requirements.

b. Clause 14(v) of the Agreement will be taken to read:

- (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave shall be recredited where an illness occurs during the period of annual leave.

c. Clause 15(b)(5) of the Agreement will be taken to read:

- (b) (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 in accordance with section 324 of the Fair Work Act 2009 (Cth) from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be. At no stage shall the employer make any deduction from entitlements owing to employees under the National Employment Standards.

d. Clause 16 of the Agreement will be taken to read:

During the first six months of employment, employment shall be from week to week. After six months continuous service, employment may be terminated only by four weeks' notice given either by the employer or the employee or by payment or forfeiture of four weeks' salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for serious misconduct.

The Employer shall increase the notification period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

e. The definition of "household" under clause 24B(i)(e) of the Agreement will be deleted;

f. Clause 24B(ii)(a)(1) of the Agreement will be deleted and replaced with the following clause:

- (1) the employee being required to care or support a member of the employee's immediate family, or someone who lives with them, because they are sick or injured or there is an unexpected emergency.
- g. Clause 24B(h) of the Agreement will be deleted and will no longer be read as part of the Agreement;
- h. Clause 24(C)(i)(a) of the Agreement will be taken to read:
- (a) Casual employees are entitled to not be available to attend work or to leave work if member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury, or a baby in their immediate family or household is stillborn, or they have a miscarriage, or if their current spouse or de facto partner has a miscarriage.
- i. Clause 26A(v) of the Agreement will be taken to read:
- (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 four week's prior to the commencement of the leave should accordingly be given, unless this is not practicable, in which case notice as soon as practicable. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
8. We undertake, under Table 3 – Health Professionals and Medical Salaries of the Agreement, that Stage 1 and 2 Dental Technician Trainees will be paid the rates, penalty rates, allowances, and entitlements in the Agreement or the equivalent standard rates, penalty rates, allowances, and entitlements for each corresponding classification specified in the Health Professionals and Support Services Award 2020, whichever is higher:
- | <b>Dental Technician</b>       |             |
|--------------------------------|-------------|
| <b>Trainee</b>                 |             |
| Stage 1 – (first 6 months)     | \$45,792.80 |
| Stage 2 – (6 months to 1 year) | \$46,792.80 |
9. We undertake that all trainee employees, as classified under Tables 4 to 6 of the Agreement, will be paid the equivalent standard pay rates, penalty rates, allowances, and entitlements for each corresponding classification specified in the Health Professionals and Support Services Award 2020.
10. We undertake that clauses 6 Part 2(i) and 6 Part 3 of the Agreement will be deleted and will no longer be read as part of the Agreement.
11. We undertake that clause 3(i) of the Agreement will be taken to read:

- (i) The ordinary hours of work for day workers, exclusive of mealtimes, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Ordinary hours will not exceed 10 hours of work (exclusive of meal breaks) in any one day.

12. We undertake that clause 8(xiii) of the Agreement will be taken to read:

- (xiii) All time worked by employees employed pursuant to Part 1 of clause 6, Part-time Employees, in excess of the rostered daily ordinary hours of work shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on Public Holidays at the rate of double time and one half.

In accordance with clause 10.2 of the Health Professionals and Support Services Award 2020, the Employee's number of hours to be worked each week, days of the week the employee will work, and starting and finishing times each day may be varied by agreement between the Employer and Employee and recorded in writing.

13. We undertake that Clause 3.1 in the Health Industry Status of Employment Schedule of the Agreement will be taken to read:

- 3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 20 per cent casual loading. A minimum payment of 3 hours at ordinary pay on each occasion the employee commences a shift will apply.

Any overtime worked by a casual employee will be paid at the rates in clause 8(i) of this Agreement but shall not be cumulative with the casual loading in this clause. Where a casual employee undertakes shiftwork Monday to Friday, they will be paid the shift rates in clause 9(i) of this Agreement in addition to the casual loading in this clause.

14. We undertake that the base rate of pay for the role of "Part-Time Graduate Analyst", Table 3 – Health Professionals and Medical Salaries of the Agreement, will be taken to read:

Part-Time Graduate Analyst (Per Hour)	\$43.66
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15. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Gerald Carr

Signature

GERALD CARR

Full Name

Senior Manager People & Culture SVHS

Position

On behalf of:

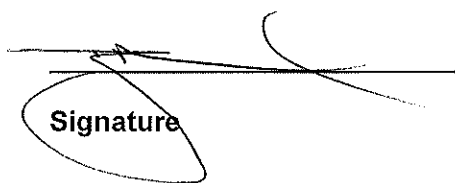
St Vincent's Hospital Sydney Limited

390 Victoria Street

Darlinghurst NSW 2010

30/8/22

Date

  
Signature

Malcolm McLellan

Full Name

HR Manager

Position

On behalf of:

Calvary Health Care Sydney Limited

91-111 Rocky Point Road

Kogarah NSW 2217

1 September 2022

Date

Philippone

**Signature**

---

Pina Filippone

**Full Name**

Human Resources Manager

**Position**

**On behalf of:**

**Royal Society for the Welfare of Mothers and Babies (Tresillian)**

**McKenzie Street**

**Belmore NSW 2192**

31 August 2022

**Date**



Signature

Liana O'Connor

Full Name

Human Resources Manager

Position

On behalf of:

Calvary Health Care (Newcastle) Limited

Edith Street

Waratah NSW 2298

01/09/22

Date



DocuSigned by:  
*Genevieve Fisher*  
6DE0BC3EE7EC40E

**Signature**

Genevieve Fisher

**Full Name**

HR Coordinator

**Position**

**On behalf of:**

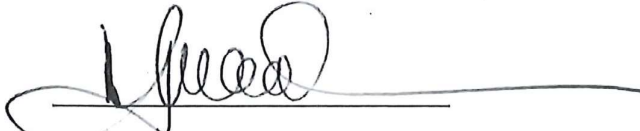
**Karitane**

**126 The Horsley Drive**

**Carramar NSW 2163**

8/31/2022

**Date**

  
Signature

LACHLAN JAMES MURDOCH  
Full Name

DEPUTY CHIEF EXECUTIVE OFFICER  
Position

On behalf of:

NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors  
152-168 The Horsley Drive  
Carramar NSW 2163

31/8/2022  
Date