

*Without Prejudice until Executed*

**THE NAMED NSW (NON-DECLARED)  
AFFILIATED HEALTH ORGANISATIONS'  
HEALTH EMPLOYEES AGREEMENT 2019**

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**PART A**

**1. TITLE, PARTIES AND DURATION**

- (i) This Agreement shall be known as the NSW (Non-Declared) Affiliated Health Organisations' Health Employees Agreement 2019.

- (ii) Parties

This agreement will be binding on:

- (a)

- St Vincent's Hospital Sydney Limited
- Karitane
- Royal Society for the Welfare of Mothers and Babies (known as Tresillian Family Care Centres)
- NSW Service for the Treatment and Rehabilitation of Torture and Trauma Survivors
- Calvary Health Care Sydney Limited
- Calvary Mater Newcastle

(“**the employer**” or “**the Hospital**”);

- (b) The Health Services Union (“**the Union**”); and

- (c) Employees employed in classifications listed in the Salary Tables of 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 Australia and shall remain in force until 30 June 2022.

## **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 work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

**"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) 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.

**"Health Service"** means an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.

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

**"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 as follows:

- (a) a local health district, or
- (b) a statutory health corporation, or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

**"Shift Worker" as defined by the *Fair Work Act 2009 (Cth)*** means an employee:

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

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

### **3. HOURS**

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle 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. Provided that apprentices may commence work on such days before 6:00 a.m. as their trade requires.

Provided that the ordinary hours may be altered by mutual agreement between an employer, the employees and the Union, or other elected representative nominated by the employee, and the majority of employees in the Department concerned. The employees', and the Union, or other elected representative nominated by the employee's approval will not be unreasonably withheld. When such agreement is reached the ordinary hours thus agreed will not attract any penalty or overtime payment under this agreement in addition to the ordinary rate of pay for salary or wages. Entitlements to allowances, including allowances set out under Part B, Monetary Rates, will not be affected.

No apprentice or Adult Apprentice shall be required to perform work which would prevent the apprentice from attending classes as required by the term of his or her apprenticeship.

- (iii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iv) Notwithstanding the provisions of sub-clauses (ii) and (iii) of this clause, the ordinary hours of work for Radiographers and Radiation Therapists, exclusive of meal times, shall be an average of 35 hours per week in each roster cycle.
- (v) Each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period 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 and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.

NOTATION: The employer has agreed to advise hospitals that by administrative action such days off duty shall not be preceded by an afternoon or night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.

- (vi) In each roster cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
  - (a) In each roster cycle of 21 days each employee shall work his or her ordinary hours of work on not more than 14 days in the cycle; or
  - (b) In each roster cycle of 14 days each employee shall work his or her ordinary hours of work on not more than nine days in the cycle.
- (vii) The employee's allocated day off duty 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 sub-clause (v) of this clause.

- (viii) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. 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 and agreement is not reached in accordance with sub-clause (ix) below, the day must be given and taken in the next cycle immediately following.
- (ix) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (v) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- (x) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 14, Public Holidays, the next working day or another mutually agreed 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. This provision shall not apply to such positions being worked as broken shifts on 5th September 1963.
- (xiii) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts.
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a technical college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 3 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (including time actually spent in travelling to and from a technical college) shall: -
  - (a) be counted as and included as part of his/her term apprenticeship; and
  - (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to him/her under this agreement.

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

- (i) Multiple assignments under this Agreement exist when:
  - (a) An employee has more than one position under this Agreement within the New South Wales Health Service, 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 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 Permanent Part-Time and Part-Time Employees.
  - (1) All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part 1 of Clause 6 Permanent Part-Time and Part-Time Employees, and
  - (2) Overtime as prescribed in Part 1 of Clause 6 Permanent Part-Time and 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 14, Public Holidays subclause (i)(c).

**Temporary Employees**

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with Clause 3.2 of the Health Industry Status of Employment 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 (r) 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 Permanent Part-Time and 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 Permanent Part-Time and Part-Time Employees) and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

Part 2 of Clause 6 Permanent Part-Time and Part-Time Employees shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the 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 Permanent Part-Time and Part-Time Employees shall not apply to any of their assignments.

**Incremental Progression**

- (m) Where an employee has multiple assignments in the same classification and pay rate, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work

performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment.

- (n) Where an employee has multiple assignments in the same classification, but different grades and/or pay rates, the employee's service in the higher grade will count for the purposes of incremental progression in the lower grade. However, service in the lower grade shall not count for the purposes of incremental progression in the higher grade.
- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

#### **Leave**

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with subclause (ii)(b) of Clause 15 Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under Clause 35 Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

#### **Disclosures, Notifications and Approvals**

- (v) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already 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 Agreement 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 16 Long Service Leave.
  - (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 35 Maternity, Adoption and Parental Leave.

- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal/Carer's Leave as provided in Clause 27.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family and Domestic Violence Leave as provided in Clause 27 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 (iv) 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 provisions of this clause shall not apply to persons employed under the Health Managers Schedule.
- (ii) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Unless not reasonably practicable, the roster shall be displayed two weeks 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 service of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be paid for at overtime rates. Furthermore, where a change in roster occurs with less than 24 hours notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (iii) Rosters providing for shift work shall not be introduced into any hospital or health institution or section thereof until such time as the proposals are discussed with the employees and the Union, or other elected representative nominated by the employee, by the employer.
- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the employees and the Union, or other elected representative nominated by the employee, and the employer. Neither party shall unreasonably withhold its approval.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 3 Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

**5. CLIMATIC AND ISOLATION ALLOWANCE**

- (i) 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 as agreed between the employer and the employees and the Union, or other elected representative nominated by the employee, 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 - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the employees and the Union, or other elected representative nominated by the employee, 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 - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) The allowances paid shall be as set out in Allowance Tables of Part B.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) 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.
- (vi) A part-time employee shall be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

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

### **Part 1 - Permanent Part-Time Employees**

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

### **Part 2 - Part-Time Employees**

- (i) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than 30 hours in any full week of seven days, such week to be coincidental with the pay period , and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof (in the case of Radiographers and Radiation Therapists the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).
- (ii) In an emergency part-time employees may be allowed to work more than 30 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (i) of this part.
- (iii) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of Clause 3, Hours, shall not apply.

- (iv) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (v) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vi) With respect to employees employed as part-time workers the provisions of Clause 8, Overtime, except where provided in sub-clauses (iv) and (v) of this part, shall not apply.
- (vii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the Public Health Organisation. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.



**7. RELIEVING OTHER MEMBERS OF STAFF**

- (i) Subject to the provisions of subclause (ii) of this clause, 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 as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- (ii) Where the position being relieved is covered by the Health Managers Schedule payment should be made on the following basis:

If an employee is directed to relieve for a period of five consecutive working days or more, on any one occasion, an employee who is in a higher manager level, the employer must pay the relieving employee, for the period of relief, not less than the minimum of the salary band for the senior employee's level, provided that:

- (a) If, in the employer's opinion, the relieving employee merits a higher salary, the employer may pay the relieving employee more than the minimum of the salary band for the senior employee's level; or
- (b) If the relieving employee's normal salary is equal to or more than the minimum of the salary band for the senior employee's level, the employer must pay the relieving employee a rate which is not less than the midpoint between the relieving employee's normal salary and the senior employee's normal salary.
- (c) Where the relieving person is in the same salary band, he/she shall be paid not less than the midpoint between the salary of the relieving officer and the salary of the person relieved.
- (d) Where the relieving manager performs less than the full range of duties of the senior manager, the relieving person shall receive an increase in salary, that increase to be negotiated between the employee and employer.

## **8. OVERTIME**

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate 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.
- (iv) Subject to subclauses (v) – (ix) 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.
- (v) 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.
- (vi) The employer must have processes in place for the formal release of employees from recall duty.
- (vii) 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.
- (viii) 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.
- (ix) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

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

- (xi) 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.
- (xii) An employee who works so much overtime:
  - (1) 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
  - (2) 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 off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift.

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

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

This subclause shall not apply in the case of recall or where the employee has his/her own vehicle available for conveyance home.

- (xv) Employees, other than those employees not entitled to overtime as outlined in sub-clause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
  - (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
  - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.
  - (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
  - (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
  - (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three- month period.

## **9. ON CALL**

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The employer shall advise all employees, and the union or other elected representative nominated by the employee of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by his or her employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in the Allowance Tables of Part B, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in the Allowance Tables of Part B for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vii) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (viii) An employee rostered on call must contact the hospital or health institution immediately it becomes known that the employee shall be unavailable for rostered duty.
- (ix) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (x) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (xi) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.

**10. PENALTY RATES FOR SHIFT WORK AND WEEK-END WORK**

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers Schedule.
- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications working day shift; provided that part-time and permanent part-time employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6:00 a.m. or finish subsequent to 6:00 p.m.
  - (a) Afternoon shift commencing at 10:00 a.m. and before 1:00 p.m. - 10 per cent
  - (b) Afternoon shift commencing at 1:00 p.m. and before 4:00 p.m. - 12.5 per cent
  - (c) Night shift commencing at 4:00 p.m. and before 4:00 a.m. - 15 per cent
  - (d) Night shift commencing at 4:00 a.m. and before 6:00 a.m. - 10 per cent
- (iii) 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 6:00 a.m. and before 10:00 a.m.
  - (b) "Afternoon shift" means a shift which commences at or after 10:00 a.m. and before 4:00 p.m.
  - (c) "Night shift" means a shift which commences at or after 4:00 p.m. and before 6:00 a.m. on the day following.
- (iv) 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 the preceding sub-clause (ii), of this clause.
- (v) The foregoing paragraph shall apply to part time workers but such workers shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in subclause (i) of Part 2 of clause 6, Permanent Part- time and Part-time Employees, in respect of their employment between midnight on Friday and midnight on Sunday.
- (vi) Employees working a broken shift shall be paid an additional amount as set out in the Allowance Tables of Part B, for each broken shift and the period of time between the commencement and termination of such shift shall not exceed 12 hours.

## **11. SPECIAL WORKING CONDITIONS**

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers Schedule.
- (ii) An employee other than a post-mortem assistant:-
  - (a) Who is required to assist in post mortems shall be paid, in addition to his/her ordinary salary, an allowance as set out in the Allowance Tables of Part B, for each post-mortem.
  - (b) When employees, including post-mortem assistants, are required to attend police post-mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in the Allowance Tables of Part B, or the normal overtime provisions of this agreement, whichever is the greater.
  - (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in the Allowance Tables of Part B.
  - (d) Employees shall be paid an allowance as set out in the Allowance Tables of Part B in respect of each police post-mortem examination performed on a partly decomposed or vermin-infested body.
- (iii) Employees shall be paid an allowance as set out in the Allowance Tables of Part B for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in the Allowance Tables of Part B.
- (v) Employees shall receive an additional duties allowance per week as set out in the Allowance Tables of Part B for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
- (vi) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Ministry of Health, shall be paid an allowance at the rate as set out in the Allowance Tables of Part B per week. The allowance is not automatically adjusted in the future.
- (vii) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in the Allowance Tables of Part B.
- (viii) An employee required to wear a lead apron shall be paid an allowance as set out in the Allowance Tables of Part B for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Medical Radiation Scientists and Health Employees' Technical Schedules.
- (ix) An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in the Allowance Tables of Part B. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees Administrative Staff Schedule.

- (x) Employees engaged under the Health Employees' Schedule and the Health Employees Engineers' Schedule shall be paid the amounts prescribed from time to time under clause 7(ii), Special Rates of the Public Health Service Employees' Skilled Trades Award 2019, as varied, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in the Allowance Tables of Part B per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
  - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in the Allowance Tables of Part B per hour extra.
  - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in the Allowance Tables of Part B per hour above the rate prescribed by this agreement.
  - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in the Allowance Tables of Part B per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*.
  - (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in the Allowance Tables of Part B per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 21 of the Allowance Tables of Part B per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
  - (f)
    - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in the Allowance Tables of Part B whilst so engaged.
    - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in the Allowance Tables of Part B per hour whilst so engaged.
  - (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in the Allowance Tables of Part B per hour extra; provided that

an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 24 per hour extra.

(h) Wet Places –

(1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid as set out in the Allowance Tables of Part B per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

(2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 25 per hour extra for time so worked.

(i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in the Allowance Tables of Part B 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

(j) Acid Furnaces, Stills, etc. - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in the Allowance Tables of Part B per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in the Allowance Tables of Part B per hour.

(l) Swinging Scaffolds -

(1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in the Allowance Tables of Part B for the first four hours whilst so engaged thence as set out in the said Item 29 per hour thereafter.

(2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.

(m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in the Allowance Tables of Part B per hour extra.

(n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in the Allowance Tables of Part B per hour extra with a minimum payment as set out in Item 31 of Part B.

(o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in the Allowance Tables of Part B per day.

(p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in the Allowance Tables of Part B per hour whilst so employed.



(q) Toxic and Noxious Substances –

- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in the Allowance Tables of Part B per hour extra.
- (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in the Allowance Tables of Part B per hour extra for any time worked when the air conditioning plant is not operating.
- (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Department of Health.
- (4) Employees working in close proximity to employees so engaged shall be paid as set out in the Allowance Tables of Part B per hour extra.
- (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(r) Employees working in areas accommodating psychiatric patients shall be paid as set out in the Allowance Tables of Part B per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees Schedule unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

- (s) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in the Allowance Tables of Part B per hour whilst so engaged.
- (t) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (u) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(xi) Apprentices, cooks, and chefs shall be paid each week a tool allowance as set out in the Allowance Tables of Part B.

- (a) Provided that where the employer supplies the apprentice, cook, or chef with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
- (b) Provided that where tool allowance is paid to apprentices, cooks, or chefs, the employer may from time to time inspect tools provided by any apprentice, cook, or chef, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.

- (xii) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (xiii) Proportion of apprentices to cooks or gardeners, as the case may be, shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xiv) A sterilising certificate allowance as set out in the Allowance Tables of Part B of this agreement applies to employees undertaking linen sterilising duties at HealthSupport Linen Services as follows:
  - (a) The sterilising certificate allowance will be paid to employees who:
    - (1) hold a recognised and accredited certificate; and
    - (2) perform sterilising duties at least one day per week.
  - (b) The allowance will be paid across all Linen Services.
  - (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.
  - (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
  - (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with a HealthSupport state-wide program not extending beyond 12 months. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.
  - (f) The allowance will be adjusted in the future in line with general salary movements for linen service employees.
- (xv) Occasional Interpreting Allowance – an employee not employed as a full-time interpreter, who is required to perform interpreting duties will receive an additional \$0.94 on each occasion with a maximum additional payment of \$10.67 per week.

## **12. EXCESS FARES AND TRAVELLING**

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
  - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
  - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
  - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the *Crown Employees (Public Service Conditions of Employment) Award*.
- (iii)
  - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the union or other elected representative nominated by the employee, prior to notice of changed accustomed place of work being given.
  - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the CEO of the Affiliated Health Organisation, who will discuss the matter with the employees and the Union, or other elected representative nominated by the employee, and will determine the date upon which notice will be given the 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 paragraph (b) hereunder of this subclause.
  - (b) If a reliever incurs fares in excess of \$5.11\* per day in travelling to and from the relief site, the excess shall be reimbursed.

\* Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.11 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the *Crown Employees (Public Service Conditions of Employment) Award* less \$5.11.

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

### **13. 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 the meal break, such time shall count as ordinary working time.
- (ii) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iv) The meals referred to in sub-clauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals an allowance as set out in the Allowance Tables of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time in the *Crown Employees (Public Service Conditions of Employment) Award*.
- (v) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 4, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause and subclauses (xii) and (xiii) of clause 3, Hours, shall apply.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

#### **14. PUBLIC HOLIDAYS**

- (i) (a) Public holidays shall be allowed to employees on full pay. Except as otherwise provided in this subclause, 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 at time and a half extra for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where an employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day, and other days proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.

- (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 employee so elects,
- (2) have one day added to his/her period of annual leave.

Provided that:

- (3) the provisions of subclauses 14(i)(c)(1) and (2) shall not apply to employees employed under the Health Managers Schedule; and
  - (4) the provisions of subclauses 14(i)(c)(1) and (2) shall apply to day workers who were employed as at 1 July 2008.
- (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.
- (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 weeks accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of additional leave was actually taken.

- (ii) In addition to those public holidays specified in paragraph (b) of sub-clause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas-New Year period or other suitable period as agreed between the employer and the employees and the Union, or other elected representative nominated by the employee, and shall be regarded for all purposes of this clause as any other public holiday.

- (iii) (a) The provisions of subclauses (i) and (ii) of this clause shall apply to permanent part-time employees, engaged as set out in Part 1 of clause 6, Permanent Part-time and Part-time Employees, and those part-time employees engaged as set out in Part 2 of the said clause 6, who work 30 hours per week over five days per week provided that if such an employee is required to and does work on a public holiday as defined in subclauses (i) and (ii) of this clause, the employee shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.
- (b) Subclauses (i) and (ii) of this clause shall not apply to other part-time employees engaged under Part 2 of clause 6, 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 worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

## **15. ANNUAL LEAVE**

- (i) Annual Leave is provided for in the National Employment Standards (NES). This clause contains additional provisions that apply instead of, not in addition to, the NES. If an employee's entitlements under this clause fall below those provided under the NES, the NES will apply to that employee instead of this clause, except sub-clauses 15(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

This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees except for those employees employed under the Health Managers (State) Award.

- (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
    - (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
    - (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
    - (4) The calculations referred to in subparagraph (3) 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.
    - (5) An employee with an accrued entitlement to additional annual leave pursuant to subparagraphs (1) (2) and (3) 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.

- (6) The additional paid annual leave set out in this sub-clause is not cumulative upon the



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

- (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) and (ii) of this clause and subclause (i) of Clause 14, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with subclause (i) and (ii) 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) Annual Leave Loading or Shift Allowances and Weekend Penalties
  - (a) In addition to their ordinary salary, an employee shall be entitled to Annual Leave Loading or Shift Allowances and Weekend Penalties, on 4 weeks of their annual leave entitlement per year, as follows:
    - (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of four weeks ordinary salary, not exceeding an amount equivalent to 17½ % of four weeks ordinary salary (based on a yearly salary of \$114 566).
    - or;
    - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
  - (b) In respect of an employee who becomes entitled to take annual leave, for which annual leave loading is payable and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subparagraph (1) of paragraph (a) of this subclause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding that maximum amount calculated for the same broken period, is to be paid to the employee in addition to ordinary salary for the period.
  - (c) In respect of a shiftworker, who becomes entitled to take annual leave, for which annual leave loading is payable, and who takes that annual leave in broken periods, the entitlement to annual leave loading and maximum amount are to be calculated in the same way as indicated in paragraph (b) of this subclause for the period of annual leave being taken and compared with the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the employee in addition to ordinary salary for the period.
  - (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave, for which annual leave loading is payable, is paid.

- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave, for which annual leave loading is payable, is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to an employee who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave, for which annual leave loading is payable, already taken that the loading would have applied to had the annual leave not been taken wholly or partly in advance. Shiftworkers already paid ordinary time shift allowances and weekend penalties in respect of annual leave, for which annual leave loading is payable, taken wholly or partly in advance are not eligible to be paid loading under this paragraph.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave, for which annual leave loading is payable, to his/her credit on resignation (not including retirement), except as provided for in paragraph (v)(i) below.
- (h) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave, for which annual leave loading is payable, which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) Where an employee transfers from one hospital or health institution to another and commences work at the latter hospital or health institution on the next working day following his/her resignation from the former hospital or health institution and the employee is transferring their accrued annual leave entitlements, the employee shall be eligible for annual leave loading for that year on that annual leave that the loading applies to as if s/he had not resigned from the former hospital or health institution.
- (j) In respect of the one week's additional annual leave accrued by virtue of being a shift worker; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (k) In respect of that annual leave elected to be accrued pursuant to the provisions of Clause 14, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (vi) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (v) of this clause for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses

(i)(a), (ii), (iii) and (v) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

(vii) Direction To take Annual leave

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The employer cannot direct the employee take annual leave on days which the employee has already elected and been approved to take annual leave.
- (e) 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.
- (f) Periods of low productions of low activity include the period proximate to Christmas, New Year and Easter.
- (g) Any disputes that arise under subclause (vii) may be dealt with under clause 25, Dispute Resolution, of this agreement.

(viii) 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.

(ix) 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) Sub-clauses (ix) (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 (ix)(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 (ix)(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 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 (ix)(d) that is in effect.

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

## **16. LONG SERVICE LEAVE**

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

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

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

Where the services of an employee with at least seven years and less than 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. 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 the NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service, or 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 the 1 January, 1973;

- (2) any period of part-time service, except as provided for in subclause (xi) of this clause

- (3) any period of casual service except as provided in subclause (iii) and (iv) of this clause.

- (iii) A period of continuous casual service that merges immediately and without a break with either permanent part time or permanent full time employment at the same public health organisation will be counted on the basis of the same proportion of the hours worked in the period of continuous casual service bears to full time hours.

- (iv) Should a casual employee have obtained an entitlement to long service leave under the provisions of the *Long Service Leave Act 1955* then that entitlement will be paid and deducted from any further long service leave entitlement under this agreement.

- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (ix)
  - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: unless the employee transfers his or her leave entitlement in accordance with Section 18.1.3 of the NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service, or 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).
- (x) 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 per clause 6, Part 2, of this agreement). Such employees shall be entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1955, and/or Determination made under the Health Services Act 1997.
- (xi) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours, provided the part-time service merges without break with the subsequent full-time service.

A permanent part-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 leave 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 35 hours for Radiographers and Radiation Therapists and 38 hours for other employees, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.

- (xii) Except as provided for in subclause (x) 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.

- (xiii) The following provisions shall apply only to employees employed in a hospital at the 1st January 1973:

- (a) An employee who –

- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1st January 1973;
- (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this agreement where such benefits are more favourable to the employee.

- (b) An employee employed -

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

- (c) Provided that full and part-time employees who were employed in a hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

## **17. 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; provided however, that Radiographers and Radiation Therapists shall be entitled to 70 rostered ordinary hours of sick leave on the basis of working 35 ordinary hours per week, 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 or a person approved by the employer 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 consecutive days or where in the employers' 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 the 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) clause 16, Long Service Leave, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
  - (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Such notice shall be given prior to the commencement of the shift.
- (ii) A permanent part-time or part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' 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) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be reccredited 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.

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

- (i) Wages shall be paid weekly or fortnightly only, except for persons employed under the Health Managers Schedule, in which case salary may be paid monthly. Any changes to payment procedures are to be the subject of consultation with the Union.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the employee except where agreement as to another method of payment has been reached between the employees and the Union, or other elected representative nominated by the employee, and the employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non- bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making 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 pay-day.
- (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 20, 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.
- (iv) Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 20, 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.
- (v) 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.
- (vi) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (v) of this clause.
- (vii) Employees proceeding on Long Service Leave and Annual Leave shall on request be paid in advance prior to commencing such leave. However, where an employee wishes to receive their pay on their usual pay day, this shall be done.
- (viii) 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.

## **19. REMUNERATION**

The parties agree that any increases to wages or allowances under the: *Health Employees Conditions of Employment (State) Award*; *Health Employees (State) Award*, *Health Employees General Administrative Staff (State) Award*; *Health Employees Technical (state) Award*, *Health Employees Engineers (State) Award*; *Health Employees' Pharmacists (State) Award*; *Health Employees Medical Radiation Scientists (State) Award*; *Health Employees Computer Staff (State) Award*; *Health Managers (State) Award*; *Health Employees Interpreter's (State) Award*; *Public Hospitals Residential Services Assistant (State) Award*; And/or the *NSW Health Service Health Professionals (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 2010*.

## **20. TERMINATION OF EMPLOYMENT**

- (i) Employees who are employed under the Health Managers Schedule shall be required to give one month's written notice of termination of employment.
- (ii) Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof.
- (iii) Provided that if the employee is over 45 years old and has completed at least 5 years service the notice period is increased to 5 weeks or 5 weeks pay in lieu thereof.
- (iv) Other employees are required to give, one week's notice of termination of employment.
- (v) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by the following notification periods,

Employee's period of continuous service with the employer at the end of the day the notice is given	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

or by payment of the relevant notification period in lieu thereof:

The notification period is increased 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.

## **21. ACCOMMODATION AND AMENITIES**

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 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 date.
- (iii) The following outlines the minimum standards which should be achieved in all hospitals: Sanitary Conveniences-
  - (a) Reasonable toilet facilities for each sex.
  - (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities should be located conveniently to work places, they should be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

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

- (a) Reasonable washing provision by way of basins of suitable impervious material with hot and cold water taps supplied.
- (b) Reasonable number of showers with hot and cold water.

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

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

### **Change rooms and Lockers-**

- (a) Properly constructed and ventilated change rooms equipped with a locker for each employee.
- (b) Sufficient seating should be provided.

### **Dining Room-**

- (a) Well-constructed, ventilated and adequately lighted dining room(s).
- (b) Chairs or other seating with back rests.
- (c) Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils should 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) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

## **22. 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 officer appointed by the employer and if practicable an elected representative, otherwise by any two officers so appointed by the employer.



### **23. UNIFORMS AND PROTECTIVE CLOTHING**

- (i) (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls 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 therefore 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, the employer may pay to such employee the sum set out in the Allowance Tables of Part B: provided, however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 42 shall be paid to such employee.
  - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance set out in the Allowance Tables of Part B shall be paid to such employee.
  - (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
- (ii) Each employee whose duties require him/her to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require him/her 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.

## **24. PROMOTIONS AND APPOINTMENTS**

- (i) Promotion and/or appointment shall be by merit, with the use of eligibility lists in appropriate cases.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the employees and the Union, or other elected representative nominated by the employee, may refer the matter to a disputes committee established under clause 25, Dispute Resolution.
- (iii) Eligibility lists are intended to be used in the following manner:
  - (a) The employer may create eligibility lists for all base grade vacant positions.
  - (b) Lists to operate for six months.
  - (c) There should be three lists
    - (1) List of persons willing to perform temporary relief work at short notice;
    - (2) List for part-time positions;
    - (3) List for full-time positions;
  - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate:-
    - (1) Priority of employment guidelines;
    - (2) Merit;
    - (3) Placement or transfer of excess staff within the Public Health Organisation.
- (iv)
  - (a) Requests for transfer from permanent part-time and part-time to full-time or full-time to permanent part-time within the same classification within a Public Health Organisation should be done on the basis of merit.
  - (b) Requests for transfers within a Public Health Organisation should be done on the basis of merit.

## **25. 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 a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the designated manager of the hospital, health institution or service unit or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the union.
- (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 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* by one of the disputing parties.
- (v) Whilst these procedures are continuing, no stoppage 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.

## **26. 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 fulfillment 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*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this 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* 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.”

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

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave, Family and Domestic 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 leave 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 take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

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

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

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

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

(vii) 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 employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
  - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
  - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
  - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements
- An employee may elect, with the consent of the employer, to take:
- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
  - (b) long service leave; or
  - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
  - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
  - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 8, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time,



during the spread of ordinary hours provided for in clause 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 carer’s entitlement for casual employees

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

**D. Family and Domestic 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 27E will apply in addition to clause 27A FACS Leave, however where an employee qualifies for leave referred to in clause 27A, the employee will not be entitled to any benefit or entitlement arising under clause 27E.

**28. 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 paragraph a of subclause (i) of this clause, 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 paragraph a of subclause (i) of this clause.
  - (c) For the purposes of such discussion, the employer must provide in writing to the employees and the union or other elected representative nominated by the employee, 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.

## **29. BLOOD COUNT**

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may on request to the employer have a blood count carried out.

Employees required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the employer.

### **30. INFECTIOUS CLEANING**

An allowance as set in the Allowance Tables of Part B, per shift or part thereof, is to be paid to employees who elect to and, in fact, perform cleaning duties in infectious areas where barrier nursing is being carried out. The allowance will also be payable to employees, who, in any shift, assist in the lifting and/or transporting of infectious patients.

Employees are to be given the option of working in the infectious area. In the event of employees declining to work in the infectious area, hospitals are to seek guidance from the employer.

Hospitals are to give written instructions on hygiene techniques and infection to employees who may be liable to work in infectious areas. Such instructions should be given to existing employees as soon as possible and to new employees at the point of engagement. In addition, supporting oral instructions should be given to relevant employees whenever a patient is admitted to hospital with a suspected or confirmed infectious condition and to those employees who work regularly in designated infectious areas.

The instructions given to employees should be in such a manner as to remove any fears that the employees may have, and to give them an understanding of the methods of the spread of disease.

The instructions should include the following subject matters:

- (a) Mode of transmission –
  - 1. Droplet Infection
  - 2. Faecal-oral route
  - 3. Blood
  - 4. Fomites
  - 5. Discharges – Secretions
  - 6. Urine
- (b) Disease not transmissible from person to person
- (c) Degree of communicability
- (d) Period of communicability
- (e) Personal hygiene
- (f) Protective clothing
- (g) Barrier nursing
- (h) Immunity
  - naturally acquired;
  - immunisation;
- (i) Cleaning methods which minimise spread of infection.

As it is essential that the instructions be beneficial to the employees, simple language should be used which can be easily understood by them.

**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 work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

**32. TELEWORKING**

- (i) "Teleworking" is the performance of job related work at a site away from the normal work location.
- (ii) Subject to agreement between the employer and the employees, and the Union, or other elected representative nominated by the employee, teleworking may be introduced.

**33. TELEPHONE ALLOWANCE**

- (i) An employee required to answer emergency telephone calls on his/her private telephone outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.
- (ii) Provided that, where an employee is required to answer out of hours telephone calls on his/her private telephone on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.



### **34. REMOVAL EXPENSES**

This Clause only applies to persons employed under the Health Managers Schedule. Any person employed under the Health Managers Schedule shall be entitled to a refund of the actual cost incurred by him/her in the transportation of himself/herself and his/her family and of the expenses reasonably incurred by him/her in conveying his/her furniture and effects from his/her last place of residence to the city or town in which is situated the Public Health Organisation to which he/she is appointed on the following conditions:

- (i) He/she shall, immediately prior to taking up the new appointment, have had 12 months' continuous service in another Public Health Organisation situated other than in the town or city in which is situated the Public Health Organisation to which he/she has been appointed.
- (ii) He/she shall not have received from any Public Health Organisation a refund under this clause within a period of two years prior to his/her taking up his/her appointment.
- (iii) He/she shall give an undertaking that he/she will refund to the Public Health Organisation any payments made to him/her by it under this clause should he/she leave its employment within 12 months of his/her becoming employed by it.

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

#### **A. Maternity Leave**

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

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

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

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

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

Portability of service for paid maternity leave involves the recognition of service in government sector 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 government sector service as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

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

##### **(iii) Entitlement to Paid Maternity Leave**

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

- (a) Full time, 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 the *Fair Work Act 2009 (Cth)*; and
  - (3) the employee has complied with any applicable notice and evidence requirements in accordance with the *Fair Work Act 2009 (Cth)* for taking unpaid parental leave.  
(undefined)
- (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) if required by the employer – the employee has given evidence that satisfies the employer of the pregnancy.
- (j) Without limiting subclause (i)(3), 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 (b)(4), 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 (1) 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**

### **(a) 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 (NSW) 1987*.

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

As per maternity leave conditions.

### **(iii) Entitlement**

#### **(a) Paid Adoption Leave**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

- (1) On a normal fortnightly basis; or
- (2) in advance in a lump sum; or

- (3) 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:

- (1) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- (2) 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.

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 (NSW) 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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, above

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

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

- the employee or employee's spouse is pregnant; or
- the employee is or has been immediately absent on parental leave.

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

### **35A. 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 utilise sick leave or other leave in accordance with this agreement.

**36. CHILD CARE**

The parties agree to work together to examine methods of addressing the child care needs of employees.

### **37. STUDY TIME**

- (i) **Eligibility** - Study time may be granted by the employer to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enroll has been given by the employer.

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course they should discuss the proposal with the employer and secure approval before making any final arrangements for enrolment or registering for the course.

The employer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the New South Wales public health system, before giving the approval and committing the employer to support in the form of study time. The employer should, too, ensure that such study time will not interfere with the maintenance of the Public Health Organisation's essential service, nor require the employment of additional staff.

The application form for study time can be obtained from the employee's Public Health Organisation. Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (ii) **Financial Assistance** - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (See the NSW Policy Directive PD2019\_010 Leave Matters for NSW Health Service, or as amended or replaced from time to time).
- (iii) **Extent of Entitlement** - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.

This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to sub-clause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

The employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in sub-clause (vii) of this clause.

- (iv) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

Let us consider, as an illustration of the principles involved, the case of employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:

← 4 hours lectures ← 8 hours field day →

← 4 hours paid leave ← 7 hours (max) paid leave 1 unpaid → 4 hours	5 hours	2 hours	1 hour
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It will be seen that the employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the employer, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.

Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the employer's convenience.

- (v) Accumulation of Study Time - Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the employer and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.

Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The employer, in giving approval for the accrual of study time, should ensure that the Public Health Organisation will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.

However, where approval is initially given, the employer is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence then becomes inconvenient. If the employer declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the staff after the commencement of the course year (e.g. by transfer from another Public Health Organisation) may apply on 1 July of that year to accumulate their study time.

- (vi) External Studies - Employees may enrol, subject to approval by the employer, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.



Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

- (vii) Part-Time Higher Degree Studies - The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee subject to the convenience of the employer:

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
  - (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the employer is satisfied that the nature and progress of the research warrants further study time.
  - (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.
  - (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:-

Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.

In the case of half day examination leave in the afternoon the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Where an examination is conducted within the normal class timetable during term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

### **38. SALARY SACRIFICE TO SUPERANNUATION**

- (i) Notwithstanding the salaries as varied from time to time, prescribed in this agreement, 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. 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 39, 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.

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 the 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*;
  - (b) *the Superannuation Act 1916*;

- (c) *the State Authorities Superannuation Act 1987;*
- (d) *the State Authorities Non-contributory Superannuation Act 1987; or*
- (e) *the First State Superannuation Act 1992.*

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

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

### **39. SALARY PACKAGING**

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD2018\_044 Salary Packaging Policy and Procedure Manual. 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. Now called

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 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 NSW Health Policy Directive PD2018\_044 Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018\_044 Salary Packaging Policy and Procedure Manual.

**40. REASONABLE HOURS**

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates.
- (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 reasonable 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.

#### **41. 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 no more than 28 days written notice of

termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

- (b) at any time, by written agreement between the employer and the individual employee.
- (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.



**42. UNION REPRESENTATIVE**

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

**43. NOTICE BOARD**

The hospital or health institution shall permit a lockable notice board of reasonable dimensions to be erected in a prominent position upon which the Union representative shall be permitted to post Union notices.

#### **44. TRADE UNION LEAVE**

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Paid Special Leave - Paid special leave is available for attendance at:
  - (a) annual or bi-annual conferences of the delegate's union; and
  - (b) meetings of the union's executive/Committee of Management; or
  - (c) annual conference of Unions NSW; or
  - (d) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.
- (iv) Responsibilities of the Union Delegate - Responsibilities of the union delegate are:
  - (a) to establish accreditation as a delegate with the union;
  - (b) to provide sufficient notice of absence to the employer; and
  - (c) to lodge a formal application for special leave.
- (v) Responsibilities of the Union - Responsibilities of the union are:
  - (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
  - (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
  - (c) to provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the Employer - Responsibilities of the employer are:
  - (a) to release the accredited delegate for the duration of the conference or meeting;
  - (b) to grant special leave (with pay); and
  - (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- (vii) Period of Notice - Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

- (viii) Travel Time - Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

- (ix) Payment of Allowances - No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this clause - see also sub-clause (v) of this clause.

#### **45. INDUCTION AND ORIENTATION**

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

**46. 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.

#### **47. NATIONAL EMPLOYMENT STANDARDS TO PREVAIL**

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **HEALTH EMPLOYEES' ADMINISTRATIVE STAFF SCHEDULE**

### **1. Definitions and Work Level Statements**

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

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

An in-charge shift allowance will apply to Telephonist-Level 1 in charge of staff. The Allowances payable are as set out in the Allowance Tables of Part B.

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

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

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

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

Work performed is within established routines, methods and procedures.

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

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

**“Administration Officer Level 2”** - Training of other employees may be required.

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

Requires knowledge of specific procedures and regulations.

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

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

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



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

**“Administration Officer Level 3”** - Decision making in day to day operational matters is a normal part of the duties.

Assist more senior officers in complex tasks or projects. Work performed under broad supervision but requires some independent action.

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

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

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

**“Administration Officer Level 4”** - Working under limited direction and guidance with regard to work priorities.

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

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

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

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

Ability to delegate work to subordinates where appropriate.

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

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

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

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

Ability to manage conflict of resources or priorities.

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

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

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

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

Formulate policies that reflect current and future organisational requirements. Ability to develop policy and advice for senior and line management.

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

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

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

## **2. Higher Skills**

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

## **HEALTH EMPLOYEES' SCHEDULE**

### **1. Definitions**

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

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

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

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

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

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)

“**Aide**” means a person appointed as such who is wholly or substantially engaged in all or any of the following duties:

- (a) media making;
- (b) preparation of solutions etc of a routine character;
- (c) washing, sorting, classifying, decontaminating or packing of glassware, slides, instruments or other equipment;
- (d) filing or packing of medicinal preparations and issuing of ward pharmacy stocks; or
- (e) other duties of a similar nature.

“**Anaesthetic and Operating Theatre Technician**” means a person employed as such who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during, and after operation.

“**Animal Technician**” means a person appointed as such who is required to assist in medical procedures with animals such as surgical techniques, production of disease, anaesthesia and post-operative care.

### **“Apprentices”**

- (a) Adult Apprentice means any person entering on an apprenticeship or continuing in an apprenticeship (including a probationary or trainee apprenticeship) on or after his/her twenty-first birthday.
- (b) Apprentice means an employee who is party to an apprenticeship contract, and includes a person who is employed as an apprentice but in respect of whom an apprenticeship contract is not yet in force.

(c) Apprenticeship means an apprenticeship established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001*.

(d) Apprenticeship Trade Course means the trade course provided by the Department of Technical and Further Education or its successors which is appropriate to the trade classification of an apprentice. These courses are presently known as the "Commercial Cookery Trade Course" and the "Parks and Gardens Trade Course".

**“Boiler Attendant (with Maintenance of Plant)”** means a person employed as such who is the holder of a boiler certificate and whose ordinary duties include, in addition to the maintenance of low pressure boilers, responsibility for the maintenance of all steam services and plant within the hospital.

**“Care Service Employees”**

(a) Grade 1 - New Entrant - means an employee with less than 500 hours' relevant work experience who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions, including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member.

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

**Typical Duties:**

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

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

**Typical Duties:**

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to patients in carrying out simple personal care tasks which shall include but not be limited to: <ul style="list-style-type: none"><li>• Supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails;</li><li>• lay out clothes and assist in dressing;</li></ul>	Performance under limited supervision of the full range of domestic duties including but not limited to: <ul style="list-style-type: none"><li>• General cleaning of accommodation food service and general areas;</li><li>• General waiting, table service and clearing duties;</li><li>• Assistance in the preparation of food, including the cooking</li></ul>	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: <ul style="list-style-type: none"><li>• Sweeping;</li><li>• Hosing;</li><li>• Garbage collection and disposal;</li><li>Keeping the outside of buildings clean and tidy;</li></ul>

<ul style="list-style-type: none"> <li>• make beds and tidy rooms;</li> <li>• store clothes and clean wardrobes;</li> <li>• assist with meals.</li> </ul> <p>Under direct supervision, provide assistance to CSE Gr 2 or other staff performing similar functions, in attending to higher level personal care needs of a patient.</p>	<p>and/or preparation of light refreshments;</p> <ul style="list-style-type: none"> <li>• All laundry duties.</li> </ul>	<ul style="list-style-type: none"> <li>• Mowing lawns and assisting gardening staff in labouring.</li> </ul>
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(c) Grade 2 – means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

**Typical Duties:**

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

*Without Prejudice until Executed*

<ul style="list-style-type: none"><li>• Recognise, report and respond appropriately to changes in the condition of patients, within the skills and competence of the employee and the policies and procedures of the organisation.</li><li>• Assist in the development and implementation of patient care plans</li><li>• Assist in the development and implementation of programs of activities for patients.</li></ul>		
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**“Cardiac Technician”** means a person who performs ECGs, Exercise Stress Testing and Holter Loop Recorders.

**“Cardiac Technologist Grade 1”** means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer and may be required to perform ECGs, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICDs).

**“Cardiac Technologist Grade 2”** means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the employer and performs Cardiac Sonography or Electrophysiological Studies (EPS).

**“Central Linen Service”** is a laundry which supplies a linen service to two or more separate hospitals.

**“Chef”** means a person employed as such in a hospital with a daily average of occupied beds of not less than 100 and who may be required by the employer to supervise staff, give any necessary instruction in all branches of cooking and be responsible for requisitioning stores required for the preparation and serving of meals.

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

Grade A - 2,000 or more

Grade B - 1,000 and less than 2,000

Grade C - less than 1000

**“Chief Cardiac Technologist”** means a person who can perform all the functions of a Cardiac Technologist and who is responsible for the management of the department including the development of operational protocols.

**“Cook (Grade A)”** means a person employed as a cook in a hospital having at the preceding 30 June and ADA of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:

- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of work specified in (a) and (b), of this subclause; or
- (d) on relieving a chef or other cooks engaged on the work specified in (a), (b) or (c) of this subclause; or
- (e) as a cook responsible for supervising the work of other cooks in the kitchen.

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

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

Prince of Wales Hospital: Main kitchen

Royal Prince Alfred Hospital: Main kitchen and diet kitchen

General Hospital: Main kitchen

The Royal Alexandra Hospital for Children: Main kitchen

The Royal North Shore Hospital: Main kitchen

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

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

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

**“Cook (Grade B)”** means a person employed as a cook, other than a chef, cook (Grade A), or an assistant cook.

**“Gardener”** means a person employed as such whose duties include any or all of the following, namely, propagation of seeds, planting out, pruning and shaping of trees and shrubs, layout of gardens and general gardening duties.

**“Head Gardener”** means a person employed as such who, in addition to performing gardening duties is required as part of his/her ordinary duty to supervise and control a staff of not less than three others, one of whom is a gardener.

**“Health and Security Assistant”** means a person appointed as such who has the following responsibilities:

- a person required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties; and/or
- a person who undertakes routine clerical/administrative work (Level 1); and/or
- a person who has the primary functions usually undertaken by the classification of Hospital Assistant Grade 1,2 or 3; and/or
- any other classification of staff agreed to between the employer and the employees and the union or other elected representative nominated by the employee,.

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

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

**“Heart/Lung Assistant”** means a person employed as such and who assists the Heart/Lung Technician in the assembly, dismantling and cleaning of heart/lung equipment.

**“Heart/Lung Technician”** means a person employed as such and whose duties require him/her to be skilled in the assembly, operation, dismantling and cleaning of heart/lung machines and the operation of cardiac monitoring equipment.

**“Home Supervisor”** means a person employed as such who is required to supervise resident staff quarters.

**“Hospital Assistant”**

(a) Grade I means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Maid, Seamstress, and/or Female Attendant.

(b) Grade II means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Laundry Employee-Female, Porter (all



grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant–Male, Attendant-Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).

(c) Grade III means an employee, male or female, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.

**“Laundry Assistant Foreperson”** means a person employed as such in a hospital with an ADA of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.

**“Leading Hand”** means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.

**“Linen Supply Officer”** means a person appointed as such who is required, in hospitals where linen is supplied from a central linen service, to be in control of the linen store, be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service.

**“Maintenance Supervisor (Non-Tradesman)”** means a person employed as such: and

(a) who assists the engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves him during his absence, or

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

**“Museum Technician”** means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of museum and pathological specimens.

**“Patient Transport Officer”** means an employee who has successfully completed the requirements for appointment as a Patient Transport Officer and who has been appointed as such.

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

- Advanced Cardio Pulmonary Resuscitation (CPR),
- Gueddels Airways,
- Basic life support skills,
- Advanced first-aid,
- Patient handling and lifting techniques,
- Driver training,
- Oxygen administration, and
- Transport and handling of specialised equipment (e.g. cardiac defibrillators).

The duties of a Patient Transport Officer include the routine and non-emergency transportation of hospital

patients utilising basic life support skills. Transportation can include single driver transports (no escort if appropriate), or transportations with an appropriate escort. The decision on whether or not a nurse accompanies a patient is made by the relevant Nurse Unit Manager.

The employer, employees and the union or other elected representative nominated by the employee, shall consult, monitor and review the operation of this classification.

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

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

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

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

**“Pharmacy Technician Grade 1”** means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the employer to be equivalent.

**“Pharmacy Technician Grade 2”** means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate

Level IV or has qualifications deemed by the employer to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.

**“Pharmacy Technician Grade 3”** means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.

**“Pharmacy Technician Grade 4”** means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the employer to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Employer (these studies may be conducted by the Employer on a local internal basis). Generally the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the

Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/ management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

**“Post Mortem Assistant”** means a person employed as such who assists in the performance of not less than 200 post mortems per year, and whose duties may require him/her to remove organs under the supervision of a Medical Officer.

**“Senior Anaesthetic and Operating Theatre Technician”** is a person holding the Diploma issued by the Society of Anaesthetic and Operating Theatre Technicians who has a minimum of two years post-graduate service as an Anaesthetic and Operating Theatre Technician and is in charge of two or more Anaesthetic and Operating Theatre Technicians.

**“Senior Cardiac Technologist”** means a person who can perform all duties of Cardiac Technologist Grade 1 and assists the Chief Cardiac Technologist with management, either through;

Undertaking supervisory duties in a Deputy or Second in Charge role overseeing other Cardiac Technicians and/or Cardiac Technologists; and/or have responsibility for the day to day running of a discreet function within the department.

**“Senior Security Officer”** means a person appointed as such who undertakes the duties of a security officer and in addition performs such duties as the operation of specialised security equipment, leading teams and training. Persons in this position are to hold a current security licence at the appropriate level to perform the above duties and be able to use discretionary judgement in relation to the assessment of security risks within a healthcare environment.

**“Sterilisation Technician Grade 1”** means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department of the Employer. At this level the technician will be performing routine basic tasks and is under routine supervision.

**“Sterilisation Technician Grade 2”** means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.

**“Sterilisation Technician Grade 3”** means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.

**“Surgical Dresser”** means an employee who is required to undertake advanced duties associated with the care of patients such as special enemata, catheterisation, bowel lavation, and/or other specialised work in wards and theatres.

**“Team Leader, Central Linen Service”** A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.

**“Technical Assistant”**

(a) Grade I means a person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietician with routine professional activities.

(b) Grade II means a person appointed as such who is wholly or substantially engaged in routine

laboratory procedures of a technical or special nature including routine bio-chemical, bacteriological or haematological tests or counts.

**“Trainee Patient Transport Officer”** means an employee who is undertaking training and workplace mentoring in order to successfully complete the requirements for appointment to a ‘Patient Transport Officer’ position.

**“Wardsperson”** means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

## **2. Leading Hands**

An employee appointed as leading hand who in addition to his/her ordinary duties, is in charge of not less than two other employees shall be paid an allowance above his/her ordinary rate as set out in the Allowance Tables of Part B

## **HEALTH EMPLOYEES' TECHNICAL SCHEDULE**

### **1. Definitions**

**“Chief Medical Photographer”** means a medical photographer who has been appointed as Chief Medical Photographer in a Medical Photography Department of a hospital.

**“Dialysis Technician”** means a person employed as such who has the Industrial Electronics Certificate of the Department of Technical and Further Education or such other certificate or course of training as, in the opinion of the employer, is deemed appropriate.

**“Electronics Technician”** means a person employed as such who is the possessor of an Electronics and Communications Certificate of the Department of Technical and Further Education, or who has qualifications and/or experience deemed by the employing hospital to be equivalent and the major portion of whose duties include the construction, adaptation, alteration, repair and/or maintenance of electronic equipment.

**“Medical Photographer”** means a person who is employed as such and who has satisfactorily completed the course in photography conducted by the Department of Technical and Further Education or who possesses such other qualifications as deemed by the employer to be appropriate and whose duties include taking, processing and recording all types of clinical photographs needed for research, teaching, treatment, and/or medical illustration.

**“Perfusionist-Grade 1 (Trainee Perfusionist)”** - means a person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion.

**“Perfusionist-Grade 2 (Certified Perfusionist)”** - means a person who has obtained the qualification of Certification in Perfusion of the Australasian Board of Cardiovascular Perfusion or having qualifications deemed by the employer to be equivalent, who is capable of performing perfusion duties of a complex nature including research and development tasks.

**“Perfusionist-Grade 3 (In-Charge Perfusionist)”** - means a person who complies with all duties of a Trained Certified Perfusionist but in addition manages the every day operation of the department in conjunction with a medical officer.

**“Perfusionist-Grade 4 (Director of Perfusion Services)”** - means a person appointed as such who is the most senior Perfusionist within the Hospital and who is solely responsible for the direction and supervision of other Perfusionists within the Hospital. Director of Perfusion services is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge, judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

**“Senior Dialysis Technician”** means a technician who has been appointed Senior Dialysis Technician in the area of dialysis.

**“Senior Electronics Technician”** means an electronics technician appointed to a position approved as such by the employer.

**“Senior Technical Officer”** means a person appointed to a position approved as such by the employer.

**“Sole Electronics Technician”** means an electronics technician appointed as such.

**“Technical Assistant (Orthotic/Prosthetic) Level 1”** - Such employees undertake orthotic/prosthetic work of a basic and routine nature under the direction of an orthotist/prosthetist.

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

- ten years service as a technical Assistant (Orthotic/Prosthetic); and
- certification by the employer that the range and quality of the work performed is such as to justify payment on this basis.

**“Technical Officer”** means a person appointed as such who is the holder of the Biological Technicians Certificate, the Chemistry Certificate, the Nuclear Medicine Technician's Certificate, the Pathology Technicians Certificate, the Pathology Technicians Higher Certificate, the Associate Diploma of Health Sciences (Pathology Techniques) of the Department of Technical and Further Education, the Associate Diploma in Medical Technology awarded by the Riverina CAE or the Associate Diploma in Medical Laboratory Science awarded by the Charles Sturt University or such other certificate or course of training as, in the opinion of the employer, is appropriate.

**“Trainee Medical Photographer”** means a person appointed as such who is undertaking the certificate course in photography conducted by the Department of Technical and Further Education.

## **HEALTH EMPLOYEES' ENGINEERS SCHEDULE**

### **1. Definitions**

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

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

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

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

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

### **2. 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 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:

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

(ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves, papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

(iii) Except as otherwise provided, the matters to be referred to the committee shall be:

(a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the Employer 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 Employer;

(b) the grading of any new position;

(c) such cases as the employees and the Union, or other elected representative nominated by the employee, may raise where the employees and the Union, or other elected representative nominated by the employee, has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and

(d) such other cases as the NSW Department of Health may approve.

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

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

(vii) Nothing in this clause shall affect the right of the employees and the Union, or other elected representative nominated by the employee, to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employees under this Schedule.



## **HEALTH EMPLOYEES' PHARMACISTS SCHEDULE**

### **1. Definitions**

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

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

#### **“Group 1 Hospitals”**

(a) Gosford Hospital, John Hunter Hospital, St Vincents (Darlinghurst), Royal North Shore, St George and Concord.

(b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

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

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

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

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

**“Pharmacist”** means a person who is registered as a practicing pharmacist with the *Australian Health Practitioner Regulation Agency*.

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

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

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

**“Pharmacist Grade 4”** Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

**“Pharmacist Grade 5”** Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

**“Pharmacist Grade 6”** Director of Pharmacy Group 2 Hospitals.

**“Pharmacist Grade 7”** Director of Pharmacy Group 1 Hospitals.

## **2. Competency Criteria**

Essential:

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

(ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer.; or

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

Other:

(a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.

(b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.

(c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)

(d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.

(e) Display judgment and demonstrate initiative and independence in problem solving.

(f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

## **HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS SCHEDULE**

### **“MEDICAL RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)”**

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

MRS (Diagnostic Radiographer) Qualifications:

- Bachelor of Medical Radiation Science (Diagnostic Radiography).
- Bachelor of Applied Science (Medical Radiation Science) – (Diagnostic Radiography).
- Successful completion of a Diagnostic Radiography course recognised by the employer and the Australian Institute of Radiography (AIR).
- Accreditation by the AIR.

#### **LEVEL 1**

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

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

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

#### **LEVEL 2 (Years 1 - 5)**

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

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

The MRS (Diagnostic Radiographer) at this level:

- Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.
- Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.
- Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (eg. manual handling, infection control, etc.).

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

### **LEVEL 3**

#### **Grade 1 (Years 1 - 2: Specialist MRS)**

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

A MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years post accreditation experience (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers

(Level 4 or above), and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) or their representative will assess the application.

The relevant Employer may also establish such positions at Level 3, Grade 1 or 2 as it deems appropriate from time-to-time.

The profession of MRS (Diagnostic Radiography) is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the criteria listed below.

MRS (Diagnostic Radiographers) seeking appointment to Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in complex clinical procedures including but not confined to:

- Education
- Applied Computer Science (including PACS)
- Paediatrics
- Clinical Supervisor
- QA
- Radiation Safety & Assessment
- CT
- Angiography
- Intra-operative interventional techniques
- MRI
- Ultrasound
- Mammography/Breast Imaging
- General/Trauma Radiography
- Dental Imaging
- Software development and application.

In addition, MRS (Diagnostic Radiographers) at this level are expected to:

- Demonstrate a level of participation in teaching programs within and/or outside the establishment. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers and the public in a field relevant to Diagnostic Radiography.
- Demonstrate an ability to supervise and be responsible for other MRS' (Diagnostic Radiographers).

- Demonstrate an ability to supervise and assess clinical experience of MRS (Diagnostic Radiography) undergraduate students. Provide liaison between the universities and the clinical setting.
- Be able to demonstrate active participation and involvement in development of techniques through associated reports, presentations, conferences, publications or work place inservice lectures.
- Contribute to Quality Assurance activities.
- Display judgement and demonstrate a high level of initiative and independence in problem solving. OR

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

### **LEVEL 3**

#### **Grade 2 (Years 1 - 2: Consultant MRS)**

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

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

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

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

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

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

### **LEVEL 3**

#### **Grade 3**

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

### **LEVEL 4**

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

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

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

OR

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

OR

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

OR

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

### **LEVEL 4**

#### **Grade 2**

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

OR

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

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

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

OR

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

OR

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

OR

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

## **LEVEL 5**

### **Grade 1**

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

OR

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

OR

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

OR

Has completed a PhD in a relevant area of specialisation.

**LEVEL 5**

**Grade 2**

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

OR

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

**LEVEL 5**

**Grade 3**

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

OR

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

**LEVEL 6**

**Grade 1**

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

**LEVEL 6**

**Grade 2**

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

**LEVEL 6**

**Grade 3**

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

NB: FTEs refer to establishment radiographer positions only.



## **“MEDICAL RADIATION SCIENTIST (MRS) (NUCLEAR MEDICINE)”**

A MRS (Nuclear Medicine) means a person who has acquired a Bachelor of Applied Science in Medical Radiation Science - Nuclear Medicine or equivalent qualifications recognised by the accreditation board of the Australian and New Zealand Society of Nuclear Medicine and currently holds a radiation license under the *Radiation Control Act 1990*. Employees employed as MRS (Nuclear Medicine) are classified into six levels as follows:

### **LEVEL 1**

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

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

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

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

### **LEVEL 2 (Years 1 - 5)**

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

The MRS (Nuclear Medicine) at this level:

- Demonstrates independent and significant professional knowledge and judgement when performing clinical tasks.
- Begins to take an active part in multidisciplinary teams and gain experience in the more complex Nuclear Medicine procedures including Quality Improvement / Assurance programmes.
- Is expected to provide a high level of patient care and continue to develop their knowledge regarding work place safety issues (eg. Manual Handling, OH&S).
- Demonstrates significant ongoing commitment to continuing education and participates in undergraduate student education and departmental in-service lectures

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

### **LEVEL 3**

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

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

MRS (or their representative) will assess the application.

**Essential Criteria**

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

**OR**

- Develop a high level of competency within area/s of specialty with a minimum of 12months (not necessarily continuous) experience in those relevant area/s. Areas of OR
- Develop a consistently high standard of practice within the profession and has proven problem solving skills. The MRS (Nuclear Medicine) at this level should also be actively involved in the organisation and management of the workplace (eg. Staff mentoring, IT duties, Staff Appraisals, QA, QC).

**Desirable Criteria**

- Demonstrated high standard of practice within the profession, through the active involvement in areas such as conferences, lectures, seminars, continuing education or professional development.
- Published papers, presentations or preparation of significant reports.
- Active involvement in workplace in-services.
- Contributes to the establishment of clinical protocols and development of techniques.
- Demonstrate competency in, and a detailed knowledge of complex clinical procedures
- Demonstrates an ability to supervise and assess clinical experience of MRS undergraduate students.
- Involved in department quality management activities, including protocols and procedures
  - Involved in research either performed in the department or in conjunction with the department.
- Participation in relevant professional committees. Example of these may be radiation safety, OH&S, QA or Health Service committees relevant to the professional activities of Nuclear Medicine.

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

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

**LEVEL 3**

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

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

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

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

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

OR

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

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

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

### **LEVEL 3**

#### **Grade 3**

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

### **LEVEL 4**

#### **Grade 1 (Year 1-2: Section Manager)**

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

OR

#### Research Co-ordinator MRS

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

#### **LEVEL 4**

##### **Grade 2 (Year 1-2: Section Manager)**

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

AND

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

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

#### **LEVEL 5**

##### **Grade 1 (Deputy Chief MRS)**

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

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

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

#### **LEVEL 5**

##### **Grade 2 (Deputy Chief MRS)**

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

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

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

## **LEVEL 5**

### **Grade 3 (Deputy Chief MRS)**

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

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

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

## **LEVEL 6**

### **Grade 1 (Chief MRS (Nuclear Medicine))**

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

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

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

OR

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

## **LEVEL 6**

### **Grade 2 (Chief MRS (Nuclear Medicine))**

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

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

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

AND

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

## **LEVEL 6**

### **Grade 3**

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

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

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

AND

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

## **“MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)”**

A MRS (Radiation Therapists means a person who has acquired a Bachelor of Medical Radiation Science (Radiation Therapy)/Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy; or has qualifications deemed equivalent by the employer and accredited by the Australian Institute of Radiography. Employees employed as a Medical Radiation Therapist are classified into one of the following six levels:

### **LEVEL 1**

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

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

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

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

## **LEVEL 2 (Years 1 – 5)**

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

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

The MRS at this level:

- Demonstrates independent and significant professional knowledge and judgment to acquire and exhibit competency in all appropriate clinical tasks.
- Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.
- Is expected to provide a high level of patient care and treatment planning and delivery with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (e.g. manual handling).
- Demonstrates significant ongoing commitment to continuing education and professional development, and participates in undergraduate student education and departmental in-service lectures.
- Radiation Therapists at this level are responsible for their own Continuing Professional Development and maintenance of their AIR Accreditation.

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

## **LEVEL 3**

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

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

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

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

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

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

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

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

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

### **LEVEL 3**

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

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 1) - Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

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



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

The Radiation Therapist Consultant will be expected to demonstrate their expertise through the development and maintenance of protocols, delivery of in-services and presentation of papers related to their area of expertise at departmental level and at conferences at national or international level. In addition to the criterion for Level 3 Grade 1, the Radiation Therapist must be able to demonstrate expertise in 2 further speciality areas, or one further speciality area and a postgraduate qualification deemed appropriate to the profession by the panel.

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

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

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

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

## **LEVEL 4**

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

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

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

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

Radiation Therapy Level 4 Grade 1 positions may also be established as Radiation Therapist – Education. A position of Radiation Therapist – Education is responsible to the Chief Radiation Therapist for the identification, provision and delivery of continuing education for Radiation Therapists, with both clinical and general management components; and for the co-ordination and appropriate service delivery of the tutor function for undergraduates/trainees on clinical placement and Radiation Therapists in their Professional Development Year.

Radiation Therapists at this level are responsible for their own Continuing Professional Development and maintenance of their AIR Accreditation. At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS will automatically progress to Level 4, Grade 1, Year 2.

#### **LEVEL 4**

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

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

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

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

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

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

#### **LEVEL 5 (Years 1 - 3)**

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

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

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

#### **LEVEL 6 (Years 1 - 3)**

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

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

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

## **HEALTH MANAGERS SCHEDULE**

### **1. Definitions**

For the purpose of this Schedule -

“**Service**” means service as an employee with the employer both before or after the commencement of this Schedule.

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

### **2. Salary Bands**

(i) Employees shall be paid not less than the minimum salaries shown in the Salary Tables of Part B

(ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.

(iii) If a global salary movement to classifications covered by this Schedule causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

### **3. Classification Levels**

Employees shall be graded and perform the duties within a classification level as set out in Tables below and paid within the appropriate salary band as set out in the Salary Tables of Part B

LEVEL	TITLE	DESCRIPTION OF WORK	SKILLS AND ATTRIBUTES
<b>One</b>	<b>Health Manager</b>	Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or  Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or  Responsible for providing support for the management of	<b>Management:</b>  Understanding and commitment to the Health Systems priorities;  Capacity to direct all operational facets based on strategic and business plans;  Ability to ensure budget targets are met.  Capacity to undertake performance appraisal of staff and ability to develop

		<p>human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</p> <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.</p> <p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.</p> <p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.</p>	<p>performance measures.</p> <p>Effective communication and interpersonal skills.</p> <p><b>Support:</b></p> <p>Assist with the development and implementation of policies, procedures, standards and practices.</p> <p>Able to meet pre-determined targets and deadlines.</p> <p>Ability to be flexible and adapt work practices to suit circumstances.</p>
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LEVEL	TITLE	DESCRIPTION OF WORK	SKILLS AND ATTRIBUTES
<b>Two</b>	<b>Health Manager</b>	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <p>Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or</p> <p>Responsible for providing support services for the management of large hospitals which include multiple services and sites; or</p> <p>Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Area Health Services.</p> <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met. Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p><b>Management:</b></p> <p>High level of leadership; communication and Interpersonal skills.</p> <p>Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.</p> <p>Proven negotiation and delegation skills.</p> <p>Ability to motivate and co-ordinate staff.</p> <p><b>Support:</b></p> <p>Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.</p> <p>Capacity to design strategic and business objectives.</p> <p>Ability to develop performance measures.</p>

LEVEL	TITLE	DESCRIPTION OF WORK	SKILLS AND ATTRIBUTES
<b>Three</b>	<b>Health Manager</b>	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <p>Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or</p> <p>Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or</p> <p>Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Area Health Services.</p> <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p><b>Management:</b></p> <p>Excellent leadership, communication and Interpersonal skills.</p> <p>Highly developed and effective management skills.</p> <p>Ability to develop, monitor and reach predicted outcomes to strategic and business plans.</p> <p>Highly developed and effective negotiation and delegation skills.</p> <p>Proven capacity to manage multi-disciplinary groups.</p> <p><b>Support:</b></p> <p>Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.</p> <p>Highly developed negotiation and delegations skills.</p>

		<p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	
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LEVEL	TITLE	DESCRIPTION OF WORK	SKILLS AND ATTRIBUTES
<b>Four</b>	<b>Health Manager</b>	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <p>Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or</p> <p>Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services.</p> <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <p>System-wide view of health care provision and management to improve health outcomes for customers.</p> <p>Excellent strategic planning and policy development skills.</p> <p>Proven management expertise at a senior level.</p> <p>Competent to make complex judgements and take initiatives through delegated responsibilities</p>



## **HEALTH MANAGER LEVEL 5**

### **Grading Characteristics, Skills and Attributes**

#### **(a) Authority & Accountability**

- Freedom to operate within delegated authority, performance agreement, and Health Service policy
- Recommend service priorities
- Exercise judgement within delegations
- Formulate policy and deliver programs in line with performance agreement
- Involvement in the development of long-term strategies
- Report directly to a member of the area executive
- Budget management and responsibility for significant budget amount or
- Management of complex area service or unit, requiring specialist advice and input
- Adherence to the Accounts and Audit and Determination for Health Services and all Statutory Requirements

#### **(b) Judgement & Problem-Solving**

- Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)
- Frequent resolution of unusual and complex problems
- Develop business strategies and business plans
- Develop ideas, optional action plans, courses of action
- Anticipate and resolve problems in a challenging and dynamic environment
- Seek advice when there is no existing policy or precedent
- Use of evidence-based decision-making to back up decisions
- Sound ability to solve problems using innovative, creative solutions
- High level of technical expertise
- Provision of high level of expert advice and sound judgement
- Independent decision-making; exercising independent judgement
- Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
- Actively develop strategic partnerships

**(c) Leadership & Management Skills**

- Provide leadership, management and direction
- Actively contributes to shaping the organisation's strategic plan
- Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
- Actively monitors progress towards the achievement of the strategic vision
- Achieve set objectives
- Resolve conflict
- Address and prioritise competing demands
- Lead and manage organisation change on an area-wide basis
- Build appropriate organisation values and culture
- Anticipate problems and develop contingency strategies to meet complex situations
- Applies intellectual rigour to all aspects of their work

**(d) Personal & Interpersonal Skills**

- Provide specialist advice
- Lead persuade, motivate and negotiate at senior levels
- Ability to deal with people at all levels
- Communicate and liaise effectively at all levels within the organisation
- Spokesperson for area of responsibility (media, public)
- Effective community liaison and communication
- Effectively self-manages
- Innovative & lateral thinker
- Flexible & responsive
- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
- Articulates and promotes the organisation's vision and goals
- Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
- Provides effective role-modelling

- Celebrates achievements and encourages innovation

**(e) Outcomes & Performance**

- Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)
- Significant impact on service/hospital achievements and targets
- Formal performance agreements with direct reports
- Achievement of best practice
- Monitoring and compliance with all professional standards
- Responsible for area-wide service delivery

**HEALTH MANAGER LEVEL 6**

**Grading Characteristics, Skills and Attributes**

**(a) Authority & Accountability**

- Able to make decisions assessing the ‘measured risk’
- Scope to use resources to reallocate resources to meet changing business needs prioritisation
- Exercise judgement – in broad context
- Accountable for policy and delivery of programs
- Authorised to commit Health Service to course of action
- Develop long-term strategies
- Report directly to CEO or Deputy CEO, or Director Health Service Operations
- Budget management and responsibility for a very significant and complex budget, or
- Responsibility for a complex inter/intra area health service unit
- Adherence to the Accounts and Audit Determination for Health Services and all Statutory Requirements

**(b) Judgement & Problem-Solving**

- Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)
- Manage the resolution of unusual and complex systemic problems
- Define business and strategic plans based upon current and future directions
- Develop ideas and define action plans and courses of action

- Resolve problems in a challenging and dynamic environment
- Use of evidence-based decision-making to back up decisions
- Demonstrated ability to anticipate and solve problems using innovative and creative solutions
- High level of technical expertise
- Highly regarded as an authority and provider of sound advice
- High level independent decision-making
- Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
- Actively develops strategic partnerships

**(c) Leadership & Management**

- Provide leadership, management and direction
- Actively contributes to shaping the organisation's strategic plan
- Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
- Actively monitors progress towards achievement of the strategic vision
- Achieve objectives
- Resolve conflict
- Address and prioritise competing demands
- Lead and manage complex organisational change on an inter/intra area-wide basis
- Build appropriate organisation values and culture
- Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies
- Ability to sell and successfully implement difficult decisions
- Applies intellectual rigour to all aspects of their work

**(d) Personal & Interpersonal Skills**

- Provide expert advice
- Lead, persuade, motivate, negotiate at senior levels
- Ability to deal with people at all levels
- Spokesperson for area of responsibility (media, public)

- Effective communication and community liaison
- Effectively self-manages
- Innovative and lateral thinker
- Flexible and responsive
- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
- Articulates and promotes the organisation's vision and goals
- Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
- Provides effective role-modelling
- Celebrates achievements and encourages innovation

**(e) Outcomes & Performance**

- Formal performance agreement with the CEO (KRAs)
- Achievement of overall organisation targets; budget / service delivery / quality programs
- Formal performance agreements with direct reports
- Achievement of best practice
- Monitoring and compliance with all professional standards
- Responsibility for Area-wide and intra Area service delivery

## **HEALTH EMPLOYEES' INTERPRETERS' SCHEDULE**

### **1. Definitions**

“**Interpreter**” means a person appointed as such.

“**NAATI**” means the National Accreditation Authority for Translators and Interpreters.

### **2. Salaries**

Salaries for Interpreter - Grades 1, 2 and 3 - shall be as set in the Salary Tables of Part B.

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

- (i) Satisfactory service and a recommendation to the employer:
- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2. Progression to Interpreter Grade 3 shall be dependent upon -
  - (i) officers having achieved NAATI accreditation as a professional interpreter; and
  - (ii) the Officer having completed 12 months' service as an interpreter with the employer or such other service deemed by the employer as being equivalent thereto; and
  - (iii) the Officer having demonstrated competency at operational level to warrant payment at Grade 3.

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

## **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 of:

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

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

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

## **3. Qualifications**

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

## **4. Salaries**

Full time employees shall be paid the salaries as set out in the Salary Tables of Part B Minimum

commencing salaries at Level 1 are as follows:

- (i) 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
- (ii) 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.
- (iii) 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.
- (iv) Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

## **5. Sole Practitioner Allowance**

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.

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 the Salary Tables of Part B

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

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**

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.



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.

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.

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.

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.

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.

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.

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 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.

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

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**

Diversional Therapist  
Orthotist/Prosthetist

Provided that additional classifications may be added to this list as agreed between the employees and the Union, or other elected representative 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 Clause 4 Salaries, of this schedule.

#### **Level 2**

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

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

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

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

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

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements. Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

### **Sole Practitioner Allowance**

The sole practitioner allowance is only payable in the circumstances prescribed in Clause 5 Sole Practitioner Allowance of this schedule.

### **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 this schedule.

### **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**

#### **Diversional Therapist**

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

#### **Orthotist/Prosthetist**

Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

## **PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANT SCHEDULE**

### **1. Definitions**

**“Residential Services Assistant”** means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals or area health services, and which are located either in the general community or in the grounds of hospitals excepting any “off-campus” or “satellite” group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

## **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**

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.

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.

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

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.

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.

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.

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

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**

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 loading. A minimum payment of 2 hours at ordinary pay on each occasion the employee commences a shift will apply.

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**

(i) 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.

(ii) Conditions - Persons covered by subclause (i) of this clause 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**

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.

## **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 *Health Services Act 1997* (NSW).

**"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 this schedule.

**"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 the public hospital award.

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

**"Traineeship Agreement"** means an agreement made subject to the terms of this 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 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 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 (iii) of this clause, this Schedule shall apply to persons who are undertaking a Traineeship and is to be read in conjunction with any other industrial instrument which covers the terms and conditions of employment of persons performing work in the classifications covered.

(ii) The terms and conditions of any such legally registered other industrial instrument shall apply except where inconsistent with this Schedule.

(iii) Notwithstanding the foregoing, this Schedule shall not apply to employees who were employed under any legally registered other industrial instrument prior to the date of approval of a traineeship scheme relevant to the Corporation, except where agreed between the Corporation and the relevant employees and the Union, or other elected representative 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 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.

(g) 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 the Salary Tables of 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 .

## **7. Wages**

(i) (a) The weekly wages payable to Trainees are as provided in Salary Tables of 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 by the Commission.

(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

## **FIRE SAFETY OFFICERS SCHEDULE**

### **FIRE SAFETY OFFICERS**

Agreement has been reached between the Health and Research Employees Association of New South Wales and the Department concerning full-time Fire Safety Officers and allowances to be paid to certain employees who have ancillary fire safety responsibilities.

Accordingly, implementation of the joint agreement will be by way of Determination under Section 40 BA of the Public Hospitals Act, 1929 and Section 26 of the Area Health Services Act, 1986. Set out below is the structure and terms of the Determination.

<b>Ind.</b>	<b>Code Classification</b>		<b>\$ Rate per week</b>
	<b>FIRE SAFETY OFFICER</b>		
04.121.011	Level 1 - over 700 beds	(Grade 12)	1,685.71
04.121.012	Level 2 - 300-700 beds	(Grade 10)	1,500.29
04.121.013	Level 3 - Less than 300 beds	(Grade 8)	1,332.80

#### **Where hospital requires an employee to undertake approved ancillary fire safety duties**

<b>Qual. Code</b>	<b>Hospital Classification</b>	<b>\$ Allowance per week</b>
0792	100 beds or more	42.66
0791	Less than 100 beds	19.13

The allowance paid for Ancillary Fire Safety duties is to be adjusted in accordance with movements applying to "wage related allowances" (i.e. State Wage Case increases).

### **1. Definitions**

**Fire Safety Officers** shall be classified as follows-

**Level 1** in a hospital, area or district health service having 700 beds or more who has a minimum of 3 years employment in the health care industry as a Fire Safety Officer or suitable equivalent; has completed an approved 'Train the Trainer' Certificate, who can train and accredit ancillary Fire Safety Officers. Performs fire safety duties as a primary role.

**Level 2** in a hospital, area or district health service having 300 but less than 700 beds who has a minimum of 2 years employment in the health care industry as a Fire Safety Officer or suitable equivalent. Performs fire safety duties as a primary role.

**Level 3** in a hospital, area or district health service having less than 300 beds who has a minimum of 2 years employment in the health care industry as a Fire Safety Officer or suitable equivalent. Performs fire safety duties as a primary role.

### **2. Employees with Ancillary Fire Safety duties.**

When a hospital requires an employee to undertake ancillary fire safety duties the employee will be paid a weekly allowance depending on the number of beds. Their duties and responsibilities will include the following:

- supervision of day to day fire prevention, protection and fire safety functions generally which would include the checking of general housekeeping; egress routes; fire and smoke doors; firefighting equipment; emergency lighting; alarm systems (detection, sprinklers and manual);
- ensuring that appropriate written fire procedures are available;
- ensuring that all staff participate in training including fire evacuation exercises;
- maintenance or record of fire training, drills and exercises and fire equipment;
- maintenance of records of all emergencies and provision of reports on major fire occurrences.
- may be required to undertake staff training.

The ancillary fire safety allowance **shall not** apply to employees whose maximum ordinary weekly rate of pay is in excess of that prescribed from time to time for a Hospital Engineer Grade II under the Hospital Employees Engineers Schedule.

The allowance **is not** to be included as part of salary or for any leave purposes. It will only be applicable to those employees who are approved to undertake additional duties of ancillary fire safety officer.

Where a full-time Fire Safety Officer is currently in receipt of a salary which exceeds the salary which would apply to a position graded in accordance with the above, the individual would retain his/her salary effective at the date of the determination pursuant to the prescriptions of Circular 90/6 as amended by subsequent circulars from time to time.

Employees with ancillary fire safety duties who are employed at hospitals with 100 beds or less **and** are required by the hospital, area or district to undertake staff fire safety training, will be paid at the higher (100 beds or more) level.

Where there are any **existing** employees (covered by the Health and Research Employees Association) with ancillary fire safety duties who, due to their maximum salary exceeding that prescribed from time to time for Hospital Engineer Grade 2 under the Hospital Employees Engineers Schedule, are excluded from payment of the allowance prescribed above, it has been agreed that these, although it is anticipated that the number will be minimal, may be referred to the relevant Area/District.

**ALLIED HEALTH ASSISTANTS SCHEDULE****ALLIED HEALTH ASSISTANTS****Level 1**

A Level 1 Allied Health Assistant engages in basic patient care, clinical duties and/or administrative support under the supervision of the designated Allied Health Professional. The Level 1 Allied Health Assistant is developing skills and progressing from working under direct supervision to undertaking tasks under indirect or remote supervision. An Allied Health Assistant at this level:

- (a) has completed less than 12 months' service as an Allied Health Assistant; and
- (b) does not hold the qualifications of a Level 2 or Level 3 Allied Health Assistant.

**Level 2**

A Level 2 Allied Health Assistant undertakes clinical duties and/or administrative tasks under direct, indirect or remote supervision. An Allied Health Assistant at this level, either:

- (a) has completed 12 or more months' service as an Allied Health Assistant at level 1; or
- (b) has completed a relevant Certificate III qualification or other qualification deemed equivalent by the employer or where they have been successfully assessed as possessing the competencies required for Certificate III by way of RPL. Progression to Level 2 will apply from the date that the employee notifies the Employer and provides evidence of having attained the equivalent qualification or Statements of Attainment.

**Level 3**

A Level 3 Allied Health Assistant undertakes clinical duties and/or administrative tasks under direct, indirect or remote supervision and has completed a relevant Certificate IV qualification or other qualification deemed equivalent by the employer or . where they have been successfully assessed as possessing the competencies required for Certificate IV by way of RPL. Progression to Level 3 will apply from the date that the employee notifies the Employer and provides evidence of having attained the equivalent qualification or Statements of Attainment.

**Table 1: Transitional Salary Arrangements to Allied Health Assistant (AHA)**

<b>Classification</b>	<b>Yr.</b>	<b>No Qualifications</b>	<b>Cert III or Equivalent</b>	<b>Cert IV or Equivalent</b>
<b>Technical Assistant Grade 1-Therapy Aide</b>	<b>1</b>	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	<b>2</b>	AHA level 2 - 1st year	AHA Level 2 - 1st year	AHA level 3 - 1st year
	<b>3</b>	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
<b>Diversional Therapist Without Diploma</b>	<b>1</b>	AHA level 1 - Entry	AHA level 2 - 1st year	AHA level 3 - 1st year
	<b>2</b>	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year

	<b>3</b>	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
<b>Classification</b>	<b>Yr.</b>	<b>No Qualifications</b>	<b>Cert III or Equivalent</b>	<b>Cert IV or Equivalent</b>
<b>Technical Assistant (Orthotic Prosthetic) Level 1</b>	<b>1</b>	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	<b>2</b>	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year
	<b>3</b>	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
<b>Level 2</b>	<b>1</b>	AHA level 3 - 2nd year	AHA level 3 - 2nd year	AHA level 3 - 2nd year
	<b>2</b>	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year
	<b>3</b>	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year

1. Employees employed at the operative date of this agreement in the classification of Technical Assistant Grade 1, Diversional Therapist Without Diploma, Technical Assistant (Orthotic/Prosthetic) shall transition to the classification of Allied Health Assistant, in accordance with Table 2 to this Schedule. These employees retain their existing incremental date and progress by way of annual increment throughout the new salary range.
2. Employees, who at the operative date of this agreement, are in receipt of a salary at the 1st, 2nd or 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2, shall transition to the new salary scale of Allied Health Assistant in accordance with Table 2 to this Schedule. Provided that Employees who are in receipt of a salary at the 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2:
  - shall transition at their applicable rate of pay at the operative date of this agreement;
  - any percentage-based wage increases which are awarded post-commencement of this agreement will be calculated and applied based on the Employee's transitional rate.

## **PART B**

### **MONETARY RATES**

#### **Salary Tables**

Table 1 – Health Employees’ Schedule Salaries

Table 2 – Health Employees’ General Administrative Staff Salaries

Table 3 – Health Employees’ Administrative Staff Schedule Salaries

Table 4 – Health Employees’ Technical Schedule Salaries

Table 5 - Health Employees’ Engineers Schedule Salaries

Table 6 - Health Employees’ Pharmacists Schedule Salaries

Table 7 – Health Employees’ Medical Radiation Scientists Schedule Salaries

Table 8 – Health Employees’ Computer Staff Salaries

Table 9 – Health Managers Schedule Salaries

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Table 11 – NSW Health Service Health Professionals Schedule Salaries

Table 12 – Royal Rehabilitation Service Weemala Unit Residential Care Staff Schedule Salaries

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Table 15 – Allied Health Assistants Schedule Salaries

Table 16 - Trainee - Industry/Skill Level A Salaries

Table 17 Trainee - Industry/Skill Level B Salaries

Table 18 – Trainee School Based Trainees Salaries

#### **Allowance Tables**

Table 1 –Health Employees Agreement Allowances

Table 2 – Health Employees Schedule Table

Table 3 – Health Employees Administrative Staff Schedule

Table 4 – NSW Health Service Professionals Schedule



## SALARY TABLES

**TABLE 1 – HEALTH EMPLOYEES’ SCHEDULE SALARIES**

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b><u>Medical/Technical Group</u></b>	
<b>Aides</b>	
1st year	964.93
2nd year	983.39
Thereafter	1003.05
<b>Technical Assistant Grade 1</b>	
1st year	983.39
2nd year	1,003.05
Thereafter	1,025.82
<b>Technical Assistant Grade 2</b>	
1st year	1003.05
2nd year	1025.82
Thereafter	1043.85
<b>Trainee Cytology Scanner</b>	908.55
On completion of 12 months’ satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.	
<b>Cytology Scanner</b>	
1st year	1003.05

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
2nd year	1025.82
Thereafter	1043.85
<b>Pharmacy Assistant - Grade 1</b>	
1st year	1003.05
2nd year	1025.82
3rd year	1043.85
4th year	1073.06
<b>Pharmacy Assistant - Grade 2</b>	
1st year	1073.06
2nd year	1099.01
<b>Pharmacy Technician-Grade 1</b>	
1st year	1073.06
2nd year	1099.01
3rd year	1123.69
4th year	1150.56
<b>Pharmacy Technician-Grade 2</b>	
1st year	1175.46
2nd year	1219.96
3rd year	1259.52
4th year	1294.47
<b>Pharmacy Technician-Grade 3</b>	
1st year	1383.44
2nd year	14313.50
<b>Pharmacy Technician-Grade 4</b>	

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
1st year	1479.89
2nd year	1573.05
<b>Sterilisation Technician-Grade 1</b>	
1st year	1003.05
2nd year	1025.82
3rd year	1073.06
<b>Sterilisation Technician-Grade 2</b>	
1st year	1099.01
2nd year	1123.69
3rd year	1150.56
<b>Sterilisation Technician-Grade 3</b>	
1st year	1175.46
2nd year	1219.96
<b>Post Mortem Assistant 200 Post Mortems p.a.</b>	
1st year	1220.05
2nd year	1260.03
3rd year and thereafter	1295.70
<b>Museum Technician</b>	
1st year	992.61
2nd year	1011.25
3rd year	1030.42
4th year and Thereafter	1051.14
<b>Animal Technician</b>	
1st year	992.61

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
2nd year	1011.25
3rd year	1030.42
4th year	1051.14
<b>Animal Attendant</b>	984.92
<b>Research Mechanic</b>	1012.80
<b>Operations Assistant</b>	
Chief	1089.37
Senior	1053.59
Others - first 3 years	1005.52
Other - Subsequent years	1033.41
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.	
<b>Trainee Operations Assistant</b>	880.68
On completion of three years' training, a Trainee shall be classified as Assistant.	
<b>Anaesthetic and Operating Theatre Technician</b>	
Without Diploma	1043.85
With Diploma	1100.24
Senior Anaesthetic Technician	1135.08
Senior Anaesthetic Technician- R.P.A. Hosp.	1165.63

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>Wardsperson</b>	
1st year	963.28
Thereafter	970.47
<b>Chief Wardsman</b>	
1st year	1014.13
Thereafter	1022.64
<b>Senior Chief Wardsman</b>	
1st year	1043.24
Thereafter	1050.71
<b>Surgical Dresser</b>	
1st year	975.38
2nd year	983.58
Thereafter	995.98
<b>Surgical Dresser - S.T.D. Clinic</b>	
1st year	983.59
Thereafter	1007.57
<b>Chief Surgical Dresser</b>	
1st year	1026.53
2nd year	1035.65
Thereafter	1047.86
<b>Senior Chief Surgical Dresser</b>	
1st year	1055.03
2nd year	1064.45

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
Thereafter	1076.76
<b>Heart/Lung Technician</b>	1064.45
<b>Heart/Lung Assistant</b>	1,128.62
<b>Cardiac Technician</b>	
Year 1	1175.46
Year 2	1219.96
Year 3	1259.52
Year 4	1294.47
<b>Cardiac Technologists</b>	
<b>Grade 1</b>	
Year 1	1201.91
Year 2	1246.81
Year 3	1323.68
Year 4	1414.29
Year 5	1511.98
Year 6	1608.43
Year 7	1686.53
Year 8	1740.96
<b>Grade 2</b>	
Year 1	1686.53
Year 2	1740.96
Year 3	1872.78
<b>Senior Cardiac Technologist</b>	
Year 1	1872.78

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
Year 2	1935.29
<b>Chief Cardiac Technologist</b>	
Year 1	1989.22
Year 2	2207.13
<b>Neurophysiological Technician</b>	
1st and 2nd year	1100.24
3rd year and Thereafter	1135.08
<b>Senior Neurophysiological Technician</b>	
In Charge of 2 or more employees	1165.63
<b>Trainee Neurophysiological Technician</b>	961.54
Provided that promotion to Electro-Cardiograph Recorder Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.	
Provided that promotion to Neurophysiological Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Department to be appropriate.	

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b><u>Domestic Group</u></b>	
<b>Trainee Catering Officer</b>	
1st year	984.40
2nd year	1005.52
Thereafter	1030.02
<b>Surgical Bootmaker</b>	
In charge of other Bootmakers/Repairers	1133.12
Otherwise	1110.28
<b>Surgical Boot Repairer</b>	1089.77
<b>Chef</b>	
Grade A	1077.77
Grade B	1053.80
Grade C	1030.42
<b>Cook</b>	
Grade A	1010.95
Grade B	986.55
<b>Team Leader, Central Linen Service</b>	
(formerly "Forepersons")	1042.42
<b>Care Service Employee</b>	
Grade 1 – New Entrant	692.27
Grade 1	808.32
Grade 2	858.83



<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>Linen Supply Officer</b>	
Under 300 Beds	976.93
300 Beds but less than 500 Beds	1004.60
500 Beds and over	1033.0
<b>Laundry Assistant Foreperson</b>	959.91
<b>Hospital Assistant</b>	
Grade 1	908.55
Grade 2	929.46
Grade 3	944.02
<b>Sewing Room Supervisor</b>	
In charge of 2-6 Dressmakers / Seamstresses	966.89
In charge of 7-11 Dressmakers / Seamstresses	978.86
In charge of 12 or more Dressmakers/Seamstresses	990.55
<b>Housekeeper/Domestic Supervisor - not I/C Food Services</b>	
Under 100 beds	981.95
100 beds but less than 200 beds	988.91
200 beds but less than 300 beds	997.84
300 beds but less than 400 beds	1007.57
400 beds but less than 500 beds	1028.18
500 beds and over	1047.86
<b>Home Supervisor</b>	

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
100 beds but less than 200 beds	944.12
200 beds but less than 300 beds	972.52
300 beds but less than 400 beds	981.95
400 beds but less than 500 beds	995.17
500 beds and over	1004.30
<b><u>Maintenance/General Group</u></b>	
<b>Maintenance Supervisor (Non Tradesman)</b>	
In charge of staff	1166.55
Otherwise	1137.86
<b>Boiler Attendant</b>	
Maintenance of Plant	975.89
Otherwise	986.66
<b>Fireman</b>	929.46
<b>Motor Vehicle, Ambo and/or Bus Driver</b>	
Up to 2950 Kilograms	982.45
Over 2950 Kg & up to 4650 Kg	989.54
Over 4650 Kg & up to 6250 Kg	996.50
Over 6250 Kg & up to 7700 Kg	1002.65
Over 7700 Kg & up to 9200 Kg	1009.11
Over 9200 Kg & up to 10800 Kg	1,013.92
Over 10800 Kg & up to 12350 Kg	1019.88
Over 12350 Kg & up to 13950 Kg	1025.09
Over 13950 Kg & up to 15500 Kg	1030.42

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
Over 15500 Kg & up to 16950 Kg	1033.41
Over 16950 Kg & up to 18400 Kg	1036.26
Over 18400 Kg & up to 19750 Kg	1037.51
Over 19750 Kg & up to 21100 Kg	1040.17
Over 21100 Kg & up to 22450 Kg	1044.68
<b>Trainee Patient Transport Officer</b>	982.45
<b>Patient Transport Officer</b>	1026.22
<b>Fire Safety Officers</b>	
Level 1 - Over 700 beds	1685.71
Level 2 - 300-700 beds	1500.29
Level 3 - Less than 300 beds	1332.80
<b>Gardening Staff</b>	
Head Gardener Without Certificate	1019.26
Head Gardener With Certificate	1084.85
Gardener Without Certificate	961.44
Gardener With Certificate	989.85
<b>Vocational Instructor - Rehab (Tradesman)</b>	
1st year	1212.77
2nd year	1228.87
3rd year and Thereafter	1244.64
<b>Vocational Training Officer (Non- Trade)</b>	
1st year	1099.62
2nd year	1115.82

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
3rd year and Thereafter	1132.32
<b>Health and Security Assistant</b>	1033.60
<b>Security Officer</b>	983.39
<b>Senior Security Officer</b>	
Year 1	1073.06
Year 2	1099.01
<b>Printing Operators</b>	
1st year	1072.04
2nd year	1080.13
3rd year	1086.40
<b>Child Care Worker</b>	
1st year	915.01
2nd year	931.51
3rd year	966.68
4th year	983.48
5th year	1003.05
6th year	1025.82
Thereafter	1043.85
<b>Diversional Therapist with Diploma</b>	
1st year	991.78
2nd year	1050.71
3rd year	1108.63
4th year	1167.06
5th year	1222.51

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>Tyre Fitter</b>	965.45
<b>Ambulance Support Officer</b>	927.00
<b>Apprentice Cook</b>	
1st six months	493.93
2nd six months	691.04
3rd six months	789.76
4th six months	839.27
5th six months	890.00
6th six months	937.77
Appr. completion of 1st Yr exams	2.52
Appr. completion of 2nd Yr exams	5.46
Appr. completion of 3rd Yr exams	7.36
<b>Apprentice Gardener</b>	
1st Year	507.46
2nd Year	603.73
3rd Year	797.14
4th Year	893.91
Appr. completion of 1st Yr exams	2.52
Appr. completion of 2nd Yr exams	5.46
Appr. completion of 3rd Yr exams	7.36

**TABLE 2 – HEALTH EMPLOYEES’ GENERAL ADMINISTRATIVE STAFF SALARIES**

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>General Administrative Staff</b>	
Grade 1	1042.42
Grade 2	1084.54
Grade 3	1122.58
Grade 4	1160.61
Grade 5	1180.48
Grade 6	1218.92
Grade 7	1260.65
Grade 8	1332.80
Grade 9	1453.85
Grade 10	1500.29
Grade 11	1575.53
Grade 12	1685.71
Grade 13	1807.27
Grade 14	1922.28
<b>Special Grade - R.P.A. - Services Manager</b>	1985.22
<b>Special Grade - R.P.A. - Supply Manager</b>	2400.65

**TABLE 3 – HEALTH EMPLOYEES’ ADMINISTRATIVE STAFF SCHEDULE SALARIES**

<b>Classification</b>	<b>\$ Rate from 1.7.2018</b>
<b>TELEPHONIST - Level 1</b>	

<b>Classification</b>	<b>\$ Rate from 1.7.2018</b>
1st year	916.87
2nd year	934.90
3rd year	975.07
4th year	999.06
5th year	1042.72
<b>TELEPHONIST - Level 2</b>	
1st year	1065.80
2nd year	1089.25
3rd year	1111.72
<b>TELEPHONIST - Level 3</b>	
1st year	11135.50
2nd year	1159.47
<b>ADMINISTRATION OFFICER-LEVEL 1</b>	
1st year	883.23
2nd year	920.45
3rd year	956.42
4th year	980.09
5th year	1004.60
<b>ADMINISTRATION OFFICER-LEVEL 2</b>	
1st year	1040.17
2nd year	1076.76
<b>ADMINISTRATION OFFICER-LEVEL 2A</b>	
1st year	1097.46
2nd year	1114.07

<b>Classification</b>	<b>\$ Rate from 1.7.2018</b>
<b>ADMINISTRATION OFFICER-LEVEL 3</b>	
1st year	1114.07
2nd year	1150.75
<b>ADMINISTRATION OFFICER-LEVEL 4</b>	
1st year	1182.03
2nd year	1210.51
<b>ADMINISTRATION OFFICER-LEVEL 5</b>	
1st year	1248.13
2nd year	1277.86
<b>ADMINISTRATION OFFICER-LEVEL 6</b>	
1st year	1320.71
2nd year	1353.41

**TABLE 4 – HEALTH EMPLOYEES’ TECHNICAL SCHEDULE SALARIES**

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>Electronics Technician</b>	
1st year of service	1383.44
2nd year of service	1431.62
3rd year of service	1479.89
4th year of service	1573.05
<b>Sole Electronics Technician</b>	1649.83
<b>Senior Electronics Technician</b>	
1st year of service	1676.58



<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
2nd year of service	1703.13
<b>Perfusionist - Grade 1</b>	
1st year	1686.53
2nd year	1740.96
<b>Perfusionist - Grade 2</b>	
1st year	1872.78
2nd year	1935.29
3rd year	1989.22
4th year	2207.13
5th year	2268.53
6th year	2345.50
7th year	2416.85
8th year	2477.62
<b>Perfusionist - Grade 3</b>	
1st year	2654.44
2nd year	2720.65
<b>Perfusionist - Grade 4</b>	
1st year	2793.94
2nd year	2860.46
<b>Trainee Visual Aids Officer</b>	
1st year of training	611.20
2nd year of training	687.46
3rd year of training	751.41
4th year of training	823.69

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
5th year of training	905.48
<b>Trainee Technical Officer</b>	
1 <sup>st</sup> year of training	607.50
2 <sup>nd</sup> year of training	680.60
3rd year of training	769.7
4th year of training	847.66
<b>Technical Officer – Grade 1</b>	
1st year	1073.06
2nd year	1099.01
3rd year	1123.69
4th year	1150.56
5th year	1175.46
6th year	1219.96
7th year	1259.52
8th year	1294.47
<b>Technical Officer - Grade 2</b>	
1st year	1383.44
2nd year	1431.50
3rd year	1479.89
4th year	1573.05
<b>Senior Technical Officer</b>	
1st year	1649.83
2nd year	1676.58
3rd year and Thereafter	1703.13

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>Dialysis Technician</b>	
1st year	1285.66
Thereafter	1324.91
<b>Senior Dialysis Technician</b>	
Grade 1 (Sole Technician)	1365.71
Grade 2	1412.24
<b>Visual Aids Officer - General Scale</b>	
1st year	1013.30
2nd year	1066.20
3rd year	1120.11
4th year	1145.33
5th year	1172.39
<b>Visual Aids Officer - Grade 3</b>	1495.05

**TABLE 5 - HEALTH EMPLOYEES' ENGINEERS SCHEDULE SALARIES**

<b>Classification</b>	<b>\$ Rate from 1.7.2018</b>
<b>Engineer</b>	
Grade 1	1,400.86
Grade 2	1,501.93
Grade 3	1,601.76
Grade 4	1,702.42
Grade 5	1,852.79

<b>Classification</b>	<b>\$ Rate from 1.7.2018</b>
Grade 6	2,003.06
Grade 7	2,327.77
<b>Assistant Engineer</b>	
Grade 1	1,400.86
Grade 2	1,501.93
Grade 3	1,601.76
Grade 4	1,702.42
Grade 5	1,852.79
Grade 6	2,003.06
<b>Maintenance Supervisor (Tradesman)</b>	
Grade 1	1,255.01
Grade 2	1,351.66

**TABLE 6 - HEALTH EMPLOYEES' PHARMACISTS SCHEDULE SALARIES**

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>PHARMACISTS</b>	
<b>Grade 1 - Unregistered</b>	1246.781
<b>GRADE 1</b>	
1st year	1323.68
2nd year	1414.29
3rd year	1511.86
4th year	1686.53
5th year	1740.96

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>GRADE 2</b>	
1st year	1872.78
2nd year	1935.29
3rd year	1989.22
<b>GRADE 3</b>	
Senior Pharmacist	
Director of Pharmacy-Group 5 Hospital	
Deputy Director of Pharmacy-Group 3 Hospital	
1st year	2207.13
2nd year	2268.53
<b>GRADE 4</b>	
Director of Pharmacy - Group 4 Hospital	
Deputy Director of Pharmacy-Group 2 Hospital	
1st year	2268.53
2nd year	2345.50
<b>GRADE 5</b>	
Director of Pharmacy - Group 3 Hospital	
Deputy Director of Pharmacy-Group 1 Hospital	
1st year	2416.85
2nd year	2477.62
<b>GRADE 6</b>	
Director of Pharmacy - Group 2 Hospital	
1st year	2654.44
2nd year	2720.65

<b>Grades</b>	<b>\$ Rate from 1.7.2018</b>
<b>GRADE 7</b>	
Director of Pharmacy- Group 1 Hospital	
Group A - 1st year	2860.46
Group A - 2nd year	2929.86
Group B - 1st year	2998.33
Group B - 2nd year	3067.52
<b>Fellowship Allowance</b>	42.50

**TABLE 7 – HEALTH EMPLOYEES’ MEDICAL RADIATION SCIENTISTS SCHEDULE SALARIES**

<b>Radiographers</b>	<b>Nuclear</b>	<b>Radiation</b>	<b>\$ Rate from</b>
	<b>Medicine</b>	<b>Therapists</b>	<b>1.7.2018</b>
<b>LEVEL ONE</b>			
Year 1	Year 1	Year 1	1201.90
<b>LEVEL TWO</b>			
Year 1	Year 1	Year 1	1246.80
Year 2	Year 2	Year 2	1414.30
Year 3	Year 3	Year 3	1608.30
Year 4	Year 4	Year 4	1686.50
Year 5	Year 5	Year 5	1741.00
<b>LEVEL THREE</b>			
Grade 1, Year 1	Grade 1, Year 1	Grade 1, Year 1	1872.80
Grade 1, Year 2	Grade 1, Year 2	Grade 1, Year 2	1935.30

<b>Radiographers</b>	<b>Nuclear</b>	<b>Radiation</b>	<b>\$ Rate from</b>
	<b>Medicine</b>	<b>Therapists</b>	<b>1.7.2018</b>
Grade 2, Year 1	Grade 2, Year 1	Grade 2, Year 1	1989.20
Grade 2, Year 2	Grade 2, Year 2	Grade 2, Year 2	2207.10
Grade 3, Year 1	Grade 3, Year 1	-	2268.50
<b>LEVEL FOUR</b>			
Grade 1, Year 1	Grade 1, Year 1	Grade 1, Year 1	2268.50
Grade 1, Year 2	Grade 1, Year 2	Grade 1, Year 2	2345.50
Grade 2, Year 1	Grade 2, Year 1	Grade 2, Year 1	2416.80
Grade 2, Year 2	Grade 2, Year 2	Grade 2, Year 2	2477.60
<b>LEVEL FIVE</b>			
Grade 1	Grade 1	Year 1	2654.40
Grade 2	Grade 2	Year 2	2720.70
Grade 3	Grade 3	Year 3	2860.50
<b>LEVEL SIX</b>			
Grade 1	Grade 1	Year 1	2929.90
Grade 2	Grade 2	Year 2	2998.30
Grade 3	Grade 3	Year 3	3067.50
<b>ALLOWANCE</b>			
Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:			

<b>Radiographers</b>	<b>Nuclear</b>	<b>Radiation</b>	<b>\$ Rate from</b>
	<b>Medicine</b>	<b>Therapists</b>	<b>1.7.2018</b>
<b>Chief Radiographer - Serving other hospitals</b>			53.90

**TABLE 8 – HEALTH EMPLOYEES’ COMPUTER STAFF SALARIES**

<b>Classification</b>	<b>Rate from 1.7.2018</b>
<b>Computer Manager - Grade 1</b>	
1st year	98,829
2nd year	101,801
3rd year	105,274
4th year	108,230
5th year	112,171
6th year	115,143
<b>Computer Manager - Grade 2</b>	
1st year	112,171
2nd year	115,143
3rd year	121,116
4th year	127,057
<b>Analyst</b>	
1st year	80,960
2nd year	83,492
3rd year	86,864
4th year	89,378



<b>Classification</b>	<b>Rate from 1.7.2018</b>
5th year	92,455
6th year and Thereafter	94,957
<b>Senior Analyst</b>	
1st year	98,829
2nd year	101,801
3rd year	105,274
4th year	108,230
5th year	112,171
6th year and Thereafter	115,143
<b>Programming Supervisor</b>	
1st year	92,455
2nd year	94,958
3rd year	98,829
Thereafter	101,801
<b>Programmer</b>	
1st year	65,096
2nd year	68,909
3rd year	73,215
4th year	80,960
5th year	86,864
Thereafter	89,378
<b>Computer Operator - Grade 1</b>	
1st year	48,022
2nd year	49,903

<b>Classification</b>	<b>Rate from 1.7.2018</b>
3rd year	51,166
Thereafter	52,436
<b>Computer Operator - Grade 2</b>	
1st year	54,247
2nd year	56,147
Thereafter	58,095
<b>Senior Computer Operator - Grade 1</b>	
1st year	61,648
2nd year	63,169
3rd year	65,096
Thereafter	66,707
<b>Senior Computer Operator - Grade 2</b>	
1st year	68,909
2nd year	70,602
3rd year	73,215
Thereafter	75,242
<b>Field Implementation Officer</b>	
1st year	68,909
2nd year	70,602
3rd year	73,215
4th year	75,242
<b>Trainee Programmers</b>	
1st year	46,672

Classification	Rate from 1.7.2018
2nd year	48,022
3rd year	49,903
4th year	51,1656
5th year	52,436
6th year	54,247
7th year	56,147
8th year	58,095
9th year	61,648
<b>Network Analyst</b>	
1st year (per week)	1377.50
2nd year (per week)	1420.14

**TABLE 9 – HEALTH MANAGERS SCHEDULE SALARIES**

Classification	Rate from 1.7.2018
<b>HEALTH MANAGERS</b>	
<b>Level 1</b> From	72,591
To	97,649
<b>Level 2</b> From	95,426
To	113,183
<b>Level 3</b> From	110,961
To	126,496
<b>Level 4</b> From	124,277
To	148,690
<b>Level 5</b> From	146,469

Classification	Rate from 1.7.2018
To	164,227
<b>Level 6 From</b>	160,748
To	175,866

**TABLE 10 – HEALTH EMPLOYEES’ INTERPRETERS’ SCHEDULE SALARIES**

Grades	Rate from 1.7.2018
<b>Interpreter - Grade 1</b>	
1st year	47,146.80
2nd year	48,492.78
3rd year	50,436.30
4th year	51,742.24
<b>Interpreter - Grade 2</b>	
1st year	56,657.06
2nd year	58,369.58
3rd year	59,856.21
4th year	50,924.36
5th year	62,926.13
<b>Interpreter - Grade 3</b>	
1st year	65,734.46
2nd year	67,433.32
3rd year	69,617.57
4th year	71,384.72
<b>Co-ordinator Interpreter Services</b>	
1st year	78,061.44

<b>Grades</b>	<b>Rate from 1.7.2018</b>
2nd year	81,356.20
3rd year	84,205.49
4th year	88,290.33

**TABLE 11 – NSW HEALTH SERVICE HEALTH PROFESSIONALS SCHEDULE SALARIES**

<b>LEVEL</b>	<b>YEAR OR GRADE</b>	<b>Rate from 1.7.2018</b>
<b>Level 1</b>	Year 1	62,701.36
	Year 2	65,063.11
	Year 3	69,072.29
	Year 4	73,817.97
<b>Level 2</b>	Year 1	78,911.40
	Year 2	83,917.62
	Year 3	88,001.41
	Year 4	90,842.30
<b>Level 3</b>	Year 1	97,708.13
	Year 2	100,978.73
<b>Level 4</b>	Year 1	106,026.97
	Year 2	94,133.90
<b>Level 5</b>	Year 1	114,112.58
	Year 2	116,966.08
<b>Level 6</b>	Year 1	122,763.43
	Year 2	125,883.79
<b>Level 7</b>	Grade 1	132,177.03
	Grade 2	138,786.52

LEVEL	YEAR OR GRADE	Rate from 1.7.2018
	Grade 3	145,723.79
<b>Level 8</b>	Grade 1	138,786.52
	Grade 2	147,23.79
	Grade 3	153,011.98
	Grade 4	160,661.58

**TABLE 13 – PUBLIC HOSPITAL RESIDENTIAL SERVICE ASSISTANT SCHEDULE SALARIES**

Classification	\$ Rate from 1.7.2018
<b>Residential Services Assistant</b>	
1st year of service	1020.79
2nd year of service	1041.17
3rd year of service	1061.12
4th year of service	1086.35
5th year of service	1106.10

**TABLE 14 – FIRE SAFETY OFFICERS SCHEDULE SALARIES**

Classification	\$ Rate from 1.7.2018
<b>Fire Safety Officers</b>	
Level 1 - Over 700 beds	1685.71
Level 2 - 300-700 beds	1500.29
Level 3 - Less than 300 beds	1332.80

**TABLE 15 – ALLIED HEALTH ASSISTANTS SCHEDULE SALARIES**

<b>Grades</b>	<b>Rate from the first full pay period commencing on or after approval of this agreement</b>  <b>\$ pw</b>
<b>Allied Health Assistant Level 1</b>	
Entry	983.40
<b>Allied Health Assistant Level 2</b>	
1 <sup>st</sup> year	1007.00
2 <sup>nd</sup> year	1025.80
3 <sup>rd</sup> year and thereafter	1039.10
<b>Allied Health Assistant Level 3</b>	
1 <sup>st</sup> year	1071.50
2 <sup>nd</sup> year	1093.00
3 <sup>rd</sup> year and thereafter	1120.00

**TABLE 16 - TRAINEE - INDUSTRY/SKILL LEVEL A SALARIES:**

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.

**Rates from 1.7.2018**

<b>Highest Year of Schooling Completed</b>	<b>Year 10 \$ Rates</b>	<b>Year 11 \$ Rates</b>	<b>Year 12 \$ Rates</b>
School Leaver	248.788 [50%]	313.04 [33%?]	-
	313.93 [33%]	352.17 [25%]	424.35
Plus 1 year out of school	352.17	424.35	493.27
Plus 2 years	424.35	493.27	572.90
Plus 3 years	493.27	572.90	655.81

Plus 4 years	572.90	655.81	655.81
Plus 5 years or more	655.81	655.81	655.81

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 17 - TRAINEE - INDUSTRY/SKILL LEVEL B SALARIES:**

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.

**Rates from 1.7.2018**

Highest Year of Schooling Completed	Year 10 \$ Rates	Year 11 \$ Rates	Year 12 \$ Rates
School Leaver	248.79 [50%]	313.40 [33%]	-
	292.91 [33%]	352.17 [25%]	399.24
Plus 1 year out of school	352.17	399.24	471.74
Plus 2 years	399.24	471.74	554.63
Plus 3 years	471.74	554.63	631.11
Plus 4 years	554.63	631.11	631.11
Plus 5 years or more	631.11	631.11	631.11

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 18 – TRAINEE SCHOOL BASED TRAINEES SALARIES**

**Rates from 1.7.2018**

<b>Year of Schooling</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>\$ Rates</b>	<b>\$ Rates</b>
School based Traineeships Skill Levels A and B	319.81	352.17

## ALLOWANCES

**TABLE 1 –HEALTH EMPLOYEES AGREEMENT ALLOWANCES**

Item No.	Clause No.	Description	\$ Rate from 1.7.2018
1	5 (iii)	Climate and Isolation	4.64
2	5 (iii)	Climate and Isolation	9.27
3	9 (iii)	On-Call Allowance (per 24 hours)	25.11
4	9 (iv)	On-Call Allow-rostered days off (per 24 hrs)	49.49
5	10 (vi)	Broken Shift (per shift)	12.40
6	11 (ii) (a)	Post-mortem (each)	11.98
7	11 (ii) (b)	Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	107.05 66.40
8	11 (ii) (c)	Excluding Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	39.61 24.69
9	11 (ii) (d)	Post-mortem partly decomposed, vermin infested (each)	6.30
10	11 (iii)	Handling linen-nauseous nature (per shift)	4.62
11	11 (iv)	Sorting of incinerators, etc (per hour)	0.42
12	11 (v)	Maintenance and Supervision (per week)	12.40
13	11 (vi)	Offensive Work (per week)	3.46
14	11 (vii)	Sewerage chokages, etc (per day)	9.17
15	11 (viii)	Wearing of lead apron (per hour)	2.04
16	11 (ix)	Handling of money (per week)	20.07
17	11 (x) (a)	Cold Places (per hour)	0.80

Item No.	Clause No.	Description	\$ Rate from 1.7.2018
18	11 (x) (b)	Confined spaces (per hour)	0.95
19	11 (x) (c)	Dirty Work (per hour)	0.80
20	11 (x) (d)	Height money (per hour)	0.80
21	11 (x) (e)	Hot places 46 degrees – 54 degrees (per hour) Over 54 degrees (per hour)	0.80 0.95
22	11 (x) (f) (1)	Insulations Material (per hour)	0.95
23	11 (x) (f) (2)	Asbestos (per hour)	0.95
24	11 (x) (g)	Smoke Boxes (per hour) Oil Fired Smoke Boxes (per hour)	0.57 1.97
25	11 (x) (h)	Wet Places – other than rain (per hour)	0.80
	(1) & (2)	Rain (per hour)	0.80
26	11 (x) (i)	Mud Allowance (per hour)	6.13
27	11 (x) (j)	Acid Furnaces, etc (per hour)	4.03
28	11 (x) (k)	Depth money (per hour)	0.80
29	11 (x) (l)	Bosun's Chair or swinging scaffold - first four hours - thereafter	5.70 1.19
30	11 (x) (m)	Spray application (per hour)	0.80
31	11 (x) (n)	Roof Work – (per hour)	0.80
32	11 (x) (o)	Explosive-powered tools (per day)	1.89
33	11 (x) (p)	Morgues-other than P.M. Assist (per/hour)	0.90
34	11 (x) (q) (l)	Toxic, Obnoxious Substances – Epoxy - epoxy materials (per hour)	0.95
35	11 (x) (q) (2)	Toxic, obnoxious substances – Air	0.67

Item No.	Clause No.	Description	\$ Rate from 1.7.2018
		Conditioner. - not operating (per hour)	
36	11 (x) (q) (4)	Close proximity to above (per hour)	0.80
37	11 (x) (r)	Areas with Psychiatric patients (per hour)	0.67
38	11 (x) (t)	Animal House (per hour)	0.53
39	11 (xi)	Tool Allowance	9.14
40	12 (xiv)	Sterilising certificate (per week) Per day	9.25 1.85
41	13 (iv)	Meals	30.26
42	23 (i) (c)	Uniform (per week) Uniform – with cardigan & shoes (additional per week)	4.53 1.72
43	23 (i) (d)	Uniform-laundering (per week)	5.11
44	30	Infectious cleaning (per shift)	5.81

**TABLE 2 – HEALTH EMPLOYEES SCHEDULE TABLE**

Allowance	\$ Rate from 1.7.2018
Special Allowance Post Mortem Assistants & Senior Post Mortem Assistants (Westmead)	98.86
Senior Laundry Staff -Tech. Cert.	12.82
Leading Hand I/C 2 to 5 employees	33.83
Leading Hand I/C 6 to 10 employees	48.01
Leading Hand I/C 11 to 15 employees	61.15
Leading Hand I/C 16 to 19 employees	74.70
Automatic Rotary Press operation/hr or part	0.68

<b>Allowance</b>	<b>\$ Rate from 1.7.2018</b>
Housekeeper/Domestic Supervisor S'vise Nurse/Domestic Home	8.51
Boiler Attendant's Certificate -other employee (p/week)	8.51
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	20.07
Boiler Attendant/Fireman - Specified Hospitals (p/week)	51.48
Additional Duties - Boiler Attendant/Fireman	23.75
Ancillary Fire Safety Duties - 100 beds or more	42.66
Ancillary Fire Safety Duties - Less than 100 beds	19.12
Gardener with/out Certificate - I/C 2 or more employees	34.69

**TABLE 3 – HEALTH EMPLOYEES ADMINISTRATIVE STAFF SCHEDULE**

<b>Clause</b>	<b>Description</b>	<b>\$ Rate from 1.7.2018</b>
1	Telephonist-Level 1 In-Charge Allowance	
	3 to 5 staff - per shift	8.51
	6 to 10 staff - per shift	10.56
	Over 10 staff - per shift	18.24
3	Higher Skills	16.81

**TABLE 4 – NSW HEALTH SERVICE PROFESSIONALS SCHEDULE**

<b>Sole Practitioner Allowance</b>	<b>\$ Rate from 1.7.2018</b>
Per annum	6865.84

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

.....

Full name:

Authority:

Address:

.....

WITNESS

Full name:

Authority:

Address:

Signed for and on behalf of Karitane, as a bargaining representative by its duly authorised officer:

.....

Full name:

Authority:

Address:

.....

WITNESS

Full name:

Authority:

Address:

Signed for and on behalf of Royal Society for the Welfare of Mothers and Babies, as a bargaining representative by its duly authorised officer:

.....

Full name:

Authority:

Address:

.....

WITNESS

Full name:

Authority:

Address:

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

.....

Full name:

Authority:

Address:

.....

WITNESS

Full name:

Authority:

Address:

Signed for and on behalf of Calvary Health Care Sydney Limited, as a bargaining representative by its duly authorised officer:

.....

Full name:  
Authority:  
Address:

.....

WITNESS  
Full name:  
Authority:  
Address:

Signed for and on behalf of Calvary Mater Newcastle, as a bargaining representative by its duly authorised officer:

.....

Full name:  
Authority:  
Address:

.....

WITNESS  
Full name:  
Authority:  
Address: