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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(1935)

SERIAL C9394

BROKEN HILL HEALTH EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Broken Hill Town Employees' Union, Industrial Organisation of Employees.

(Case No. 77863 & 203622 of 2019)

Before Commissioner Sloan

22 February 2022

AWARD**1. Definitions**

In this Award:

BIC Agreement means the industrial agreement made in or around 1997 between the Health Administration Corporation and the Barrier Industrial Council (representing the Broken Hill Town Employees' Union, the Construction, Forestry, Mining & Energy Union, the Automotive, Metal and Engineering Union and the Federated Clerks Union of Australia), and all variations to that agreement.

BIC Classification means a classification contained in Column 1 of the table in Schedule 1.

Employee means a person employed:

- (1) in the NSW Health Service; and
- (2) in the Local Health District; and
- (3) in the County of Yancowinna; and
- (4) in a BIC Classification or in a State Award Classification.

Employer means the Health Secretary exercising on behalf of the Government of New South Wales the employer functions of the Government in relation to the staff employed in the Health Service, pursuant to s 116(3) of the Health Services Act 1997, or their delegate.

Existing Employee means a person who is an Employee on the date that this Award is made.

ffppooa as it appears in Schedules 1 and 2 means "first full pay period on or after".

Local Health District means the Far West Local Health District.

NSW Health Service means those persons who are employed under Chapter 9 Part 1 of the *Health Services Act 1997* by the Government of New South Wales in the service of the Crown.

Relevant State Award means:

- (1) in respect of a BIC Classification - the State Award in Column 2 of the table in Schedule 1 appearing against the classification; and
- (2) in respect of a State Award Classification - the State Award(s) in Column 3 of the Table in Schedule 4 appearing against the classification,

and any award which replaces any of the State Awards referred to in Schedule 1 or Schedule 4.

State Award means an award of the Commission which applies to the NSW Health Service and which would apply to a classification in which an Employee is engaged, but for that award excluding operation in the County of Yancowinna.

State Award Classification means a classification contained in Column 1 of the table in Schedule 4 but does not include a BIC Classification.

Union includes the Broken Hill Town Employees' Union, the Construction, Forestry, Mining and Energy Union (New South Wales Branch) and the Health Services Union NSW.

2. Area, Incidence and Duration

- 2.1. This Award applies to all Employees.
- 2.2. This Award rescinds and replaces all industrial instruments previously applying to the employment of Employees, including the BIC Agreement.
- 2.3. This Award takes effect on the date it is made by the Commission and will remain in force until 30 June 2024.
- 2.4. This Award will prevail over any State Award to the extent of any inconsistency.

3. Employees in Bic Classifications

Rates of pay

- 3.1. Employees employed in a BIC Classification will be paid the weekly rates of pay set out against their classification in Columns 3, 4 and 5 of the table in Schedule 1, noting that:
 - 3.1.1. the weekly rates of pay set out in Columns 3, 4 and 5 of the table incorporate the Broken Hill Town & Versatility Allowance payable under subclause 3.2;
 - 3.1.2. Column 3 of the table contains the rates payable from the first full pay period on or after 1 July 2019, including a 2.5% increase;
 - 3.1.3. Column 4 of the table contains the rates payable from the first full pay period on or after 1 July 2020, including a 0.3% increase; and
 - 3.1.4. Column 5 of the table contains the rates payable from the first full pay period on or after 1 July 2021, including a 2.04% increase.

Allowances

- 3.2. Employees employed in a BIC Classification will be paid the Broken Hill Town & Versatility Allowance in the amount referred to in the table in Schedule 2.
- 3.3. Employees employed in a BIC Classification who:
 - 3.3.1. are required to perform duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis or driving tractors (excluding employees who are employed as drivers) will be paid the Pool Allowance in the amount and frequency referred to in the table in Schedule 2;
 - 3.3.2. are regularly required to perform work on sewerage works and grease traps, or other duties considered offensive by the Local Health District, will be paid the Offensive Work Allowance in the amount and frequency referred to in the table in Schedule 2;

- 3.3.3. are required to type as a normal part of their duties, and who have gained certification for qualifications in typing speeds of over 45 words per minute, will be paid the Typing Qualification Allowance in the amount and frequency referred to in the table in Schedule 2;
- 3.3.4. are not employed as a gardener but are required to prune shrubs will be paid the Pruning Allowance in the amount and frequency referred to in the table in Schedule 2; and
- 3.3.5. undertake linen sterilising duties, hold a recognised and accredited certificate and perform sterilising duties at least one day per week will be paid the Sterilising Certificate Allowance in the amount and frequency referred to in the table in Schedule 2.
- 3.4. The allowances in clause 3.3 are paid in lieu of any equivalent allowances which would otherwise be payable to an Employee under a Relevant State Award, regardless of the amount of those allowances.

Other terms of employment

- 3.5. Other than as provided for in this Award, the terms and conditions of employment for an Employee in a BIC Classification will be determined by reference to the Relevant State Award for their classification.

4. Employees in State Award Classifications

- 4.1. To the extent necessary, the State Award Classifications will be defined by reference to the applicable State Award listed in Schedule 3.
- 4.2. The rates of pay for Employees in each State Award Classification will be determined by reference to the State Awards identified in Column 2 of the table in Schedule 4.
- 4.3. Subject to this Award, the other terms and conditions of employment for an Employee in a State Award Classification will be determined by reference to the Relevant State Award(s) for their classification.

5. Annual Leave

- 5.1. At the completion of each 12 months of employment, Employees will be entitled to 5 weeks annual leave, plus one additional day for each public holiday which falls during a period of annual leave.
- 5.2. Employees in a BIC Classification who are rostered to work their ordinary hours on Sundays and/or public holidays will be entitled to the following annual leave in addition to the entitlement in subclause 5.1:

Number of ordinary shifts worked on Sundays and/or public holidays during the year	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- 5.3. The entitlement in clause 5.1 is to be regarded as an Employee's "base" entitlement. It does not include any entitlement arising under a Relevant State Award for additional annual leave, including where an Employee works on a public holiday or is rostered to work and does work ordinary hours shifts on Sundays and/or public holidays.

Note: See for example clauses 15(i)(b) and 16(i)(b) of the Health Employees' Conditions of Employment (State) Award 2021, and clauses 11(i)(a) and 12(ii)(b) of the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021

- 5.4. Arrangements for the management and taking of annual leave by Employees will be determined by reference to the Relevant State Award for their classification.

6. Long Service Leave

- 6.1. Existing Employees in BIC Classifications will accrue long service leave as follows:
 - 6.1.1. for service prior to 22 April 1998 - 2 weeks per year of service;
 - 6.1.2. for service between 23 April 1998 and 31 December 1998 - 1.6 weeks per year of service; and
 - 6.1.3. for service from 1 January 1999 - 1.3 weeks per annum for the first 10 years of service and 2 weeks per year of service for each additional year of service.
- 6.2. Subject to clause 6.4, Employees to whom subclause 6.1 does not apply will accrue long service leave in accordance with the Relevant State Award for their classification.
- 6.3. Arrangements for the management and taking of long service leave by Employees will be determined by reference to the Relevant State Award for their classification.
- 6.4. Nothing in this Award is intended to remove or reduce the entitlement to long service leave of an Existing Employee in a State Award Classification. If an Existing Employee in a State Award Classification has, at the date this Award is made, an entitlement to long service leave exceeding that referred to in subclause 6.2, that entitlement is preserved.

7. Status of Employment

The terms of the Health Industry Status of Employment (State) Award 2019 will be taken to apply to Employees.

8. Dispute Resolution

- 8.1. Where a dispute arises about an industrial matter in a section of the Local Health District which cannot be resolved between the affected Employees or their representative(s) and the supervising staff, it will be referred to the Designated Manager of the relevant hospital, health institution or service unit, or their nominee, who will arrange for the matter to be discussed with the Employee(s) concerned and, if requested, a local representative or representatives of the Union(s) to which the Employee(s) belong(s).
- 8.2. If the matter is not resolved within a reasonable time, it must be referred by the Designated Manager to the Chief Executive Officer (however called) of the Local Health District, or their nominee, and may be referred by the affected Employee(s) to the Union's head office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute.
- 8.3. If the matter remains unresolved, and with a view to the amicable and timely settlement of all disputes, the dispute may be referred by one of the disputing parties to the Industrial Relations Commission for determination in accordance with the provisions of the *Industrial Relations Act 1996*.
- 8.4. While these procedures are being followed, there must be no stoppage of work or the imposition of any form of ban or limitation of work.
- 8.5. Unless the parties otherwise agree, the status quo must continue while these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
 - 8.5.1. immediately before the dispute arose; or
 - 8.5.2. immediately before any change to those procedures or practices, which caused the dispute to arise, was made.
- 8.6. The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

9. Anti-Discrimination

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

10. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, a party must not make any further claims or demands, or institute proceedings in the Industrial Relations Commission, seeking an increase or reduction in the wages, salaries, rates of pay, allowances or conditions of employment of Employees that would take effect prior to 30 June 2024.

SCHEDULE 1**BIC CLASSIFICATIONS, RELEVANT STATE AWARDS AND RATES OF PAY**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Boiler Assistant	Health Employees' Conditions of Employment (State) Award 2021	1096.49	1099.77	1122.22
BI Clerk Junior 16 Years	Health Employees' Conditions of Employment (State) Award 2021	569.89	571.6	583.26
BI Clerk Junior 7 Years	Health Employees' Conditions of Employment (State) Award 2021	645.27	647.2	660.4
BI Clerk Junior 18 Years	Health Employees' Conditions of Employment (State) Award 2021	736.69	738.91	753.98
BI Clerk Junior 19 Years	Health Employees' Conditions of Employment (State) Award 2021	827.37	829.85	846.79
BI Clerk Junior 20 Years	Health Employees' Conditions of Employment (State) Award 2021	910.19	912.91	931.53
BI Clerk Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	961.33	964.2	983.86
BI Clerk Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1000.43	1003.43	1023.91
BI Clerk Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1037.70	1040.82	1062.04
BI Clerk Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1062.57	1065.75	1087.49
BI Clerk Grade 1 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1087.34	1090.6	1112.85
BI Assist catering officer	Health Employees' Conditions of Employment (State) Award 2021	1217.11	1220.76	1245.67
BI Catering officer	Health Employees' Conditions of Employment (State) Award 2021	1312.08	1316.03	1342.87
BI Clerk - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1124.06	1127.44	1,150.44
BI Clerk - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1162.29	1165.76	1,189.55
BI Clerk - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1200.10	1203.69	1228.25

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa 1.7.19	ffppooa 1.7.20	ffppooa 1.7.21
BI Clerk - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1238.86	1242.58	1267.93
BI Clerk - Grade 4 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1271.05	1274.87	1300.88
BI Clerk - Grade 4 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1300.56	1304.45	1331.07
BI Clerk - Grade 5 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1339.86	1343.88	1371.30
BI Clerk - Grade 5 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1371.19	1375.31	1403.37
BI Clerk - Grade 6 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1414.70	1418.94	1447.88
BI Clerk - Grade 6 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1448.29	1452.64	1482.28
BI Clerk - Grade 7 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1499.79	1504.29	1534.98
BI Clerk - Grade 7 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1540.05	1544.68	1576.19
BI Clerk - Grade 8 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1652.81	1657.76	1691.59
BI Clerk - Grade 8 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1704.49	1709.61	1744.49
BI Cook	Health Employees' Conditions of Employment (State) Award 2021	1164.99	1168.49	1192.32
BI CSSD Super	Health Employees' Conditions of Employment (State) Award 2021	1308.97	1312.89	1339.68
BI Diet Supervisor	Health Employees' Conditions of Employment (State) Award 2021	1217.11	1220.76	1245.67
BI Diversional Therapist No Dip Year 1	Health Employees' Conditions of Employment (State) Award 2021	1055.36	1058.52	1080.11
BI Diversional Therapist No Dip Year 2	Health Employees' Conditions of Employment (State) Award 2021	1075.59	1078.82	1100.82

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Diversional Therapist No Dip Year 3	Health Employees' Conditions of Employment (State) Award 2021	1099.09	1102.39	1124.88
BI Diversional Therapist With Dip Year 1	Health Employees' Conditions of Employment (State) Award 2021	1063.96	1067.15	1088.93
BI Diversional Therapist With Dip Year 2	Health Employees' Conditions of Employment (State) Award 2021	1124.49	1127.86	1150.87
BI Diversional Therapist With Dip Year 3	Health Employees' Conditions of Employment (State) Award 2021	1183.83	1187.39	1211.61
BI Diversional Therapist With Dip Year 4	Health Employees' Conditions of Employment (State) Award 2021	1243.70	1247.44	1272.89
BI Diversional Therapist With Dip Year 5	Health Employees' Conditions of Employment (State) Award 2021	1300.46	1304.36	1330.98
BI EDSA Year 1	Health Employees' Conditions of Employment (State) Award 2021	1124.06	1127.44	1150.44
BI EDSA Year 2	Health Employees' Conditions of Employment (State) Award 2021	1162.28	1165.76	1189.55
BI EDSA - Level 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1200.10	1203.69	1228.25
BI EDSA - Level 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1238.86	1242.58	1267.93
BI Electronics Tech Year 1	Health Employees' Conditions of Employment (State) Award 2021	1516.15	1520.71	1551.72
BI Electronics Tech Year 2	Health Employees' Conditions of Employment (State) Award 2021	1573.12	1577.84	1610.02
BI Electronics Tech 5% Year 1	Health Employees' Conditions of Employment (State) Award 2021	1591.98	1596.75	1629.32
BI Electronics Tech 5% Year 2	Health Employees' Conditions of Employment (State) Award 2021	1651.74	1656.69	1690.49
BI Electronics Tech 10% Year 1	Health Employees' Conditions of Employment (State) Award 2021	1667.88	1672.89	1707.02

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa 1.7.19	ffppooa 1.7.20	ffppooa 1.7.21
BI Electronics Tech 10% Year 2	Health Employees' Conditions of Employment (State) Award 2021	1730.35	1735.54	1770.95
BI Electronics Tech 15% Year 1	Health Employees' Conditions of Employment (State) Award 2021	1743.49	1748.72	1784.40
BI Electronics Tech 15% Year 2	Health Employees' Conditions of Employment (State) Award 2021	1809.18	1814.60	1851.61
BI Field Implementation Officer Year 1	Health Employees' Conditions of Employment (State) Award 2021	1401.15	1405.35	1434.02
BI Field Implementation Officer Year 2	Health Employees' Conditions of Employment (State) Award 2021	1434.31	1438.61	1467.97
BI Field Implementation Officer Year 3	Health Employees' Conditions of Employment (State) Award 2021	1485.56	1490.03	1520.43
BI Field Implementation Officer Year 4	Health Employees' Conditions of Employment (State) Award 2021	1525.52	1530.09	1561.31
BI Heavy Duty Cleaner	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17
BI Hospital Assistant	Health Employees' Conditions of Employment (State) Award 2021	1039.84	1042.98	1064.23
BI Leading Hand Hospital Assist	Health Employees' Conditions of Employment (State) Award 2021	1080.23	1083.47	1105.57
BI Assist Housekeeper	Health Employees' Conditions of Employment (State) Award 2021	1145.82	1149.25	1172.69
BI Housekeeper	Health Employees' Conditions of Employment (State) Award 2021	1201.37	1204.98	1229.56
BI Kitchen Hand	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17
BI Labourer	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Machine Operator	Health Employees' Conditions of Employment (State) Award 2021	1221.63	1225.30	1250.29
BI Machinist	Health Employees' Conditions of Employment (State) Award 2021	1017.20	1074.40	1096.32
BI Leading Hand Machinist	Health Employees' Conditions of Employment (State) Award 2021	1111.78	1115.11	1137.86
BI Motor Vehicle Driver up to 2950	Health Employees' Conditions of Employment (State) Award 2021	1063.87	1067.06	1088.83
BI Motor Vehicle Driver up to 6250	Health Employees' Conditions of Employment (State) Award 2021	1079.69	1082.94	1105.03
BI Pathology Assist Year 1	Health Employees' Conditions of Employment (State) Award 2021	1167.68	1171.19	1195.08
BI Pathology Assist Year 2	Health Employees' Conditions of Employment (State) Award 2021	1119.33	1202.92	1227.47
BI Pathology Assist Year 3	Health Employees' Conditions of Employment (State) Award 2021	1231.64	1235.33	1260.54
BI Patient Services Assist	Health Employees' Conditions of Employment (State) Award 2021	1121.48	1124.84	1147.80
BI Pharmacy Assist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1075.40	1078.63	1100.63
BI Pharmacy Assist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1098.75	1102.04	1124.52
BI Pharmacy Assist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1117.37	1120.73	1143.59
BI Pharmacy Assist - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92
BI Pharmacy Assist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92
BI Pharmacy Assist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1173.59	1177.13	1201.14
BI Grad Pharmacist Unregistered	Health Employees' Conditions of Employment (State) Award 2021	1325.54	1329.52	1356.63

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Pharmacist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1403.83	1408.04	1436.77
BI Pharmacist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1497.22	1501.70	1532.32
BI Pharmacist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1597.24	1602.04	1634.72
BI Pharmacist - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1776.00	1781.33	1817.66
BI Pharmacist - Grade 1 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1831.68	1837.17	1874.65
BI Pharmacist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1966.82	1972.72	2012.97
BI Pharmacist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2031.02	2037.12	2078.68
BI Pharmacist - Grade 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	2086.26	2092.52	2135.21
BI Pharmacist - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	2309.61	2316.54	2363.80
BI Pharmacist - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2372.28	1379.39	2427.93
BI Pharmacy Tech - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92
BI Pharmacy Tech - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1172.61	1176.13	1200.13
BI Pharmacy Tech - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1199.01	1202.61	1227.15
BI Pharmacy Tech - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1225.40	1229.08	1254.16
BI Pharmacy Tech - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1252.31	1256.07	1281.70
BI Pharmacy Tech - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1296.47	1300.36	1326.89
BI Pharmacy Tech - Grade 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1337.17	1341.19	1368.54

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Pharmacy Tech - Grade 2 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1372.61	1376.73	1404.82
BI Pharmacy Tech - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1465.65	1470.04	1500.02
BI Pharmacy Tech - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1513.45	1518.00	1548.97
BI Pharmacy Tech - Grade 4 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1564.18	1568.88	1600.89
BI Pharmacy Tech - Grade 4 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1658.75	1663.72	1697.67
BI Porter	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64
BI Theatre Porter	Health Employees' Conditions of Employment (State) Award 2021	1109.52	1112.85	1135.55
BI Foreperson Porter	Health Employees' Conditions of Employment (State) Award 2021	1407.50	1411.72	1151.75
BI Supervising Porter	Health Employees' Conditions of Employment (State) Award 2021	1125.35	1128.72	1440.51
BI Radiographer - Level 1	Health Employees' Conditions of Employment (State) Award 2021	1248.13	1283.18	1309.35
BI Radiographer - Level 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1325.45	1329.42	1356.54
BI Radiographer - Level 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1497.09	1501.58	1532.21
BI Radiographer - Level 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1696.00	1701.07	1735.76
BI Radiographer - Level 2 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1775.90	1781.23	1817.57
BI Radiographer - Level 2 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1831.91	1837.40	1874.88
BI Radiographer - Level 3 Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1966.82	1972.72	2012.97

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Radiographer - Level 3 Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2031.02	2037.12	2078.68
BI Radiographer - Level 3 Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	2086.38	2092.63	2135.33
BI Radiographer - Level 3 Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2309.61	2316.54	2363.80
BI Radiographer - Level 3 Grade 3	Health Employees' Conditions of Employment (State) Award 2021	2372.39	2379.51	2428.04
BI Radiographer - Level 4 Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	2372.39	2379.51	2428.04
BI Radiographer - Level 4 Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2450.15	2457.49	2507.64
BI Radiographer - Level 4 Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	2524.66	2532.23	2583.88
BI Radiographer - Level 4 Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2587.01	2594.76	2647.70
BI Radiographer - Level 5 Grade 1	Health Employees' Conditions of Employment (State) Award 2021	2768.26	2776.57	2833.20
BI Radiographer - Level 5 Grade 2	Health Employees' Conditions of Employment (State) Award 2021	2836.00	2844.50	2902.53
BI Radiographer - Level 5 Grade 3	Health Employees' Conditions of Employment (State) Award 2021	2979.44	2988.38	3049.34
BI Radiographer - Level 6 Grade 1	Health Employees' Conditions of Employment (State) Award 2021	3050.41	3059.56	3121.97
BI Radiographer Level 6 Grade 2	Health Employees' Conditions of Employment (State) Award 2021	3120.84	3130.20	3194.07
BI Radiographer Level 6 Grade 3	Health Employees' Conditions of Employment (State) Award 2021	3197.57	3201.15	3266.46
BI Rehabilitation	Health Employees' Conditions of	1294.74	1298.63	1325.13

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
Super	Employment (State) Award 2021			
BI Remote Fire Safety Officer	Health Employees' Conditions of Employment (State) Award 2021	1215.38	1219.03	1243.89
BI Secretary - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1182.96	1186.53	1210.73
BI Secretary - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1201.18	1204.79	1229.36
BI Secretary - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1271.05	1274.87	1300.88
BI Secretary - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1300.56	1304.45	1331.07
BI Tech Assist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1065.48	1068.67	1090.48
BI Tech Assist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64
BI Tech Assist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1109.31	1112.63	1135.34
BI Tech Assist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64
BI Tech Assist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1109.31	1112.63	1135.34
BI Tech Assist - Grade 3	Health Employees' Conditions of Employment (State) Award 2021	1128.81	1132.20	115.31
BI Technical Assist Bio/Med - Level 1	Health Employees' Conditions of Employment (State) Award 2021	1128.81	1132.20	1155.31
BI Technical Assist Bio/Med - Level 2	Health Employees' Conditions of Employment (State) Award 2021	1183.62	1187.16	1211.37
BI Technical Assist Bio/Med - Level 3	Health Employees' Conditions of Employment (State) Award 2021	1231.53	1235.22	1260.42
BI Telephonist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	997.19	1000.18	1020.58
BI Telephonist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1015.41	1018.44	1039.22

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Telephonist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1056.54	1059.71	1081.33
BI Telephonist - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1082.48	1085.74	1107.88
BI Telephonist - Grade 1 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1126.43	1129.82	1152.86
BI Telephonist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1139.88	1143.31	1166.63
BI Telephonist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1163.80	1167.28	1191.09
BI Telephonist - Grade 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1186.84	1190.39	1214.68
BI Team Leader	Health Employees' Conditions of Employment (State) Award 2021	1308.97	1312.89	1339.68
BI Apprentice Tradesperson SC53%	Public Health Service Employees Skilled Trades (State) Award 2021	680.27	682.30	696.23
BI Apprentice Tradesperson SC64%	Public Health Service Employees Skilled Trades (State) Award 2021	821.56	824.03	840.85
BI Apprentice Tradesperson SC75%	Public Health Service Employees Skilled Trades (State) Award 2021	962.85	965.74	985.44
BI Apprentice Tradesperson SC86%	Public Health Service Employees Skilled Trades (State) Award 2021	1,103.91	1,107.23	1,129.82
BI Apprentice Tradesperson HSC 64%	Public Health Service Employees Skilled Trades (State) Award 2021	821.56	824.03	840.85
BI Apprentice Tradesperson HSC75%	Public Health Service Employees Skilled Trades (State) Award 2021	962.85	965.74	985.44
BI Apprentice Tradesperson HSC86%	Public Health Service Employees Skilled Trades (State) Award 2021	1,103.91	1,107.23	1,129.82

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
BIC Classification	Relevant State Award	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
BI Apprentice Tradesperson HSC97%	Public Health Service Employees Skilled Trades (State) Award 2021	1,244.99	1248.71	1274.19
BI Tradesman Level 1	Public Health Service Employees Skilled Trades (State) Award 2021	1283.66	1287.52	1313.79
BI Tradesman Level 2 (+5%)	Public Health Service Employees Skilled Trades (State) Award 2021	1347.84	1351.88	1379.46
BI Tradesman Level 3 (+10%)	Public Health Service Employees Skilled Trades (State) Award 2021	1411.80	1416.04	1444.93
BI Tradesman Level 4 (+15%)	Public Health Service Employees Skilled Trades (State) Award 2021	1476.00	1480.42	1510.62
BI Tradesman Level 5 (+20%)	Public Health Service Employees Skilled Trades (State) Award 2021	1540.61	1545.24	1576.75
BI Ward Services Officer	Health Employees' Conditions of Employment (State) Award 2021	1173.72	1177.24	1201.26

SCHEDULE 2

BIC CLASSIFICATION ALLOWANCES

Allowance	Frequency	ffppooa	ffppooa	ffppooa
		1.7.19	1.7.20	1.7.21
Broken Hill Town & Versatility Allowance	Weekly	47.28	47.42	48.39
Pool Allowance	Weekly	12.37	12.41	12.66
Offensive Work Allowance	Weekly	4.59	4.60	4.69
Typing Qualification Allowance	Annual	751.43	753.68	769.06
Pruning Allowance	Per Shift	3.01	3.02	3.08
Sterilising Certificate Allowance	Weekly	14.98	15.02	15.33

SCHEDULE 3

Health and Community Employees Psychologists (State) Award 2021
Health Employees' (State) Award 2021
Health Employees' Administrative Staff (State) Award 2021
Health Employees' Computer Staff (State) Award 2021
Health Employees' Conditions of Employment (State) Award 2021
Health Employees' Dental Officers (State) Award 2021
Health Employees' Dental Prosthetists and Dental Technicians (State) Award 2021
Health Employees' Engineers (State) Award 2021
Health Employees' General Administrative Staff (State) Award 2021
Health Employees' Interpreters' (State) Award 2021
Health Employees' Medical Radiation Scientists (State) Award 2021
Health Employees' Oral Health Therapists (State) Award 2021
Health Employees' Pharmacists (State) Award 2021
Health Employees' Technical (State) Award 2021
Health Managers (State) Award 2021
Health Professional and Medical Salaries (State) Award 2021
Hospital Scientists (State) Award 2021
NSW Health Service Aboriginal Health Workers' (State) Award 2021
NSW Health Service Health Professionals (State) Award 2021
Public Hospital (Training Wage) (State) Award 2021
Public Hospital Dental Assistants (State) Award 2021
Public Hospital Medical Physicists (State) Award 2021
Public Hospital Medical Record Librarians (State) Award 2021
Public Hospital Professional Engineers' (Bio-medical Engineers) (State) Award 2021
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Public Hospitals Library Staff (State) Award 2021
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2019
Public Health Service Employees Skilled Trades (State) Award 2021

SCHEDULE 4**STATE AWARD CLASSIFICATIONS**

COLUMN 1	COLUMN 2	COLUMN 3
Classification	State Award – Pay Rates	State Award - Conditions of employment
Health Manager Level 1	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 2	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 3	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 4	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 5	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 6	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Welfare Officer Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Health Education Officer (Graduate)	Health Education Officer Determination Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Health Education Officer (Non-Graduate)	Health Education Officer Determination Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Senior Health Education Officer (Non-Graduate)	Health Education Officer Determination Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021

COLUMN 1	COLUMN 2	COLUMN 3
Classification	State Award – Pay Rates	State Award - Conditions of employment
Dietitian Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Dietitian Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Social Worker Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Social Worker Level 2	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Social Worker Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Sexual Assault Worker Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Aboriginal Health Worker	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 NSW Health Service Aboriginal Health Workers' (State) Award 2021
Aboriginal Health Practitioner	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 NSW Health Service Aboriginal Health Workers' (State) Award 2021
Counsellor Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Dental Assistant Grade 1	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021

COLUMN 1	COLUMN 2	COLUMN 3
Classification	State Award – Pay Rates	State Award - Conditions of employment
Dental Assistant Grade 2	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Assistant Engineer Grade 2	Health Employees Engineers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Occupational Therapist Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Occupational Therapist Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Physiotherapist Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Physiotherapist Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Maintenance Super (Non-Trades) I/C	Health Employees (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Trainee	Public Hospital (Training Wage) (State) Award 2021	Public Hospital (Training Wage) (State) Award 2021

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' ORAL HEALTH THERAPISTS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186267 of 2021)

Before Chief Commissioner Constant

22 July 2021

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	Dispute Resolution
9.	No Extra Claims
10.	Area, Incidence and Duration

2. Definitions

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

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

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

"Ministry" means the Ministry of Health.

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

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

"Union" means the Health Services Union NSW.

3. Classification Structure

3.1 Level 1

- (a) Oral Health therapists who hold an approved qualification requiring less than three years of full-time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring three years of full-time study shall commence on the level 1, year 2 salary.
- (c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring four years or more full-time study shall commence on the level 1, year 3 salary.
- (d) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (e) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (f) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.
- (g) Level 1 staff participate in quality activities and workplace education.
- (h) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

3.2 Level 2

- (a) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4, Transition Arrangements.
- (b) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (c) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (f) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) 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.

- (h) Sole Practitioner Allowance
- (i) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:
 - are the only oral health practitioner at the site; and
 - are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or
 - undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.
- (j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

3.3 Levels 3 and 4

- (a) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (b) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (c) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (d) 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.
- (e) 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.
- (f) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (g) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (h) 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:
- (i) Senior Clinician

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

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

(j) Senior Clinician Level 3

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

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

(k) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may have the following roles:

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

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

(l) 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.

(m) 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.

4. Transition Arrangements

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

The transition will be:

Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.

Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 4.

Existing Community Dental Health Programs Officers move to level 3 of the new oral health therapist scale based on years of service.

New positions of level 3 or level 4 will be advertised based upon the broader scope of work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

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

5. Anti-Discrimination

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

NOTES -

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

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

6. Salaries

Full time Oral Health Therapist employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

7. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

8. Dispute Resolution

The dispute resolution procedures contained in the said Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Oral Health Therapists (State) Award 2019 published 20 March 2020 (387 I.G. 45) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH INDUSTRY STATUS OF EMPLOYMENT (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186340 of 2021)

Before Chief Commissioner Constant

22 July 2021

AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Principles
3.	Loadings
4.	Arrangements for Existing Part-time Workers
5.	Process for Resolving Inconsistencies
6.	Dispute Resolution
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Definitions

- 1.1 Employer means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.
- 1.2 Employee means a person who is engaged on either a full time, part time, temporary, exempt or casual basis under a contract of employment in the NSW Health Service under s115(1) of the *Health Services Act 1997*, as amended or varied from time to time.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.

- 1.7 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.
- 1.8 Health Service means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
- 1.9 Secretary means the Secretary of the Ministry of Health.
- 1.10 Union means the Health Services Union NSW

2. Principles

- 2.1 Employees who are engaged in meaningful work on a continuing basis are entitled to an expectation of permanency of employment subject to the provisions of this award.
- 2.2 It is the responsibility of the employer to ensure that all employees, upon engagement and at all appropriate times, are correctly classified as exempt, casual, temporary, or permanent according to the above definitions.
- 2.3 Where a person changes from casual to either temporary or permanent, the employment status of the person is deemed to have changed automatically.
- 2.4 During the period of continuing employment the status of an employee cannot be changed from permanent to temporary or casual or from temporary to casual, without the prior written consent of the employee.
- 2.5 All permanent employees are required as part of their contract of employment, to use their best endeavours to provide four weeks' notice of their intention to terminate their employment contract.
- 2.6 Any position which would involve the employment of an exempt, temporary or permanent employee, upon falling vacant, will, where such a position continues to be required in its current form by the Health Service, be advertised within the Health Service and/or external to the Health Service. Positions should be filled under the merit principle of selection.
- 2.7 A person who, by definition, is a temporary employee for a period of less than 13 weeks may be re-engaged by the same Health Service under more than one employment contract provided the aggregate period of the contracts, where consecutive, does not exceed 13 weeks.
- 2.8 Where the employee is retained beyond a continuous period of 13 weeks in the same position the employee is deemed to be permanent, subject to the outcome of any appeal. The application of this sub clause shall not be applied in a manner which is inconsistent with legislation or Government recruitment and employment policy, as varied from time to time. This subclause does not apply to an exempt employee as defined.

3. Loadings

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

- (a) the period of employment extends beyond 13 weeks
- (b) the employer and the employee agree, during the period of 13 weeks, that the employee will be employed on a permanent basis.

4. Arrangements for Existing Part-Time Workers

- 4.1 Payment of 15% Allowance - Persons engaged as at 1 January 2000 and who were paid the 15% loading at that date will continue to receive that loading but only for the remainder of the existing part time employment contract. Receipt of the allowance will cease if the contract is completed or where an employee requests a transfer or is promoted to another position.
- 4.2 Conditions - Persons covered by subclause 4.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within applicable awards.

5. Process for Resolving Inconsistencies

- 5.1 The Awards contained in the attached schedule "A", as varied or replaced from time to time, shall also apply, where appropriate, to persons covered by this award.
- 5.2 To the extent that any inconsistency exists between the conditions provided by this award and that provided by an award contained in the attached schedule "A" this award will prevail.

6. Dispute Resolution

- 6.1 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 or service unit or their 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.
- 6.2 If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer of the Health Service (or their nominee) and may be referred by the employee to the Union's Head Office. 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 6.3 of this clause.
- 6.3 With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive of the Health Service and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1996* by one of the disputing parties.
- 6.4 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 6.5 Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
 - (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

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

7. Anti-Discrimination

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

NOTES -

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

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

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

9. Area, Incidence and Duration

- 9.1 This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. This award remains in force until varied or rescinded, the period for which it was made already having expired.

- 9.2 This Award rescinds and replaces the Health Industry Status of Employment (State) Award 2019 published 6 March 2020 (386 I.G. 1116) and all variations thereof.
- 9.3 This Award shall apply to persons employed in classifications as contained in the awards identified in Schedule "A", as varied or replaced from time to time, employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- 9.4 This award incorporates changes under s 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 4 December 2018.

SCHEDULE "A"

1. Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award 2021
2. Public Hospital Career Medical Officers (State) Award 2021
3. Health Employees Oral Health Therapists (State) Award 2021
4. Public Hospitals Dental Assistants (State) Award 2021
5. Health Employees Dental Officers (State) Award 2021
6. Public Hospitals Library Staff (State) Award 2021
7. Public Hospitals Medical Superintendents (State) Award 2021
8. Public Hospital Medical Officers (State) Award 2021
9. Public Hospitals Medical Record Librarians (State) Award 2021
10. Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
11. Hospital Scientists (State) Award 2021
12. Health Employees Conditions of Employment (State) Award 2021
13. Public Hospital Residential Services Assistant (State) Award 2021
14. Health Employees Administrative Staff (State) Award 2021
15. Health Managers (State) Award 2021
16. Health Employees Pharmacists (State) Award 2021
17. Health Employees (State) Award 2021
18. Health Employees General Administrative Staff (State) Award 2021
19. Health Employees Engineers (State) Award 2021
20. Health Employees Computer Staff (State) Award 2021
21. Health Employees Technical (State) Award 2021
22. Health Employees Medical Radiation Scientists (State) Award 2021
23. Health Employees Interpreters (State) Award 2021
24. NSW Health Service Health Professionals (State) Award 2021
25. Health Employees Dental Prosthetists and Dental Technicians (State) Award 2021

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187455 of 2021)

Before Chief Commissioner Constant

22 July 2021

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Anti-Discrimination
5.	Conditions of Employment
6.	Rates of Pay
7.	No Extra Claims
8.	Area, Incidence and Duration

2. Definitions

"Employee" means a person employed in any Hospital or Local Health District in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"Local Health District" means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*, as amended or varied from time to time.

"Ministry" means the Ministry of Health.

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

"Union" means the Health Services Union NSW.

3. Classifications**3.1 Dental Assistant Grade 1**

- (a) A Dental Assistant Grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Ministry to be equivalent.
- (b) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

3.2 Dental Assistant Grade 2

- (a) A Dental Assistant Grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Ministry to be equivalent.

3.3 Supervision Allowance

- (a) A dental assistant who, in addition to the normal range of duties, is required to supervise two or more dental assistants will be paid a supervision allowance. In order to be paid this allowance, the supervising dental assistant must be responsible for:
 - (i) A range of administrative tasks associated with clinical operations as required by the Health Service, and
 - (ii) The day to day supervision of staff including functions such as rostering, allocation of duties, conduct of or participation in performance reviews and input into management decisions.
- (b) The supervision allowance is to be paid as part of the employee's permanent salary, following a merit selection process. The rate of allowance paid is dependent upon the number of employees supervised and is contained in Table 1 of Part B, Monetary Rates in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time. If an employee is required to relieve for 5 days or more in the role of the supervisor, and performs all of the duties of the supervisor, then the supervision allowance will be paid to such employee.

3.4 Dental Assistant Level 3

- (a) Dental Assistant Grade 3 means a person who is appointed to such a position and who has a co-ordinating role across either a number of clinics in a Local Health District(s) or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in clause 3.3 above.
- (b) The scope of grade 3 positions is Local Health District(s)-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.
- (c) A level 3 dental assistant will be required to do most or all of the following duties:
 - (i) Perform the usual range of dental assistant duties when required.
 - (ii) Recruitment of dental assistants.
 - (iii) Manage trainee dental assistant programs.
 - (iv) Participate in sector or area wide committees such as infection control, education, and performance improvement.
 - (v) Manage/participate in conflict resolution where required.
 - (vi) Chair dental assistant forums and meetings.
 - (vii) Mentor other dental assistants in their role as supervisors, including performance management and review processes.
 - (viii) Assist in managing safety issues.

- (ix) Manage the educational needs of dental assistants.
- (x) Manage staff relief across the sector/area.
- (xi) Prioritising of workload in conjunction with oral health practitioners.
- (xii) Co-ordinate and order all stock and consumables including:
 - liaison with external providers, and
 - being fully conversant with State contract processes.
- (xiii) Ensure the proper maintenance of equipment through:
 - training and monitoring of dental assistants in maintenance duties,
 - effecting minor repairs,
 - co-ordinate the repair services provided by external and internal providers,
 - and
 - ensure contractual requirements of external providers are met.

4. Anti-Discrimination

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

NOTES -

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

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

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

5. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

6. Rates of Pay

Full time Dental Assistant employees shall be paid the salaries as set out in the Health Professional Medical Salaries (State) Award 2019, as varied or replaced from time to time.

Previous service as a Dental Assistant is to be taken into account in determining the commencing salary on employment.

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

8. Area, Incidence and Duration

- (a) This Award takes effect on 1 July 2021 and shall remain in force for a period of one year.
- (b) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award 2019 published 24 January 2020 (386 I.G. 345) and all variations thereof.
- (c) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

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PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187484 of 2021)

Before Chief Commissioner Constant

22 July 2022

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Conditions of Employment
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing rates of Pay
7.	Grading Committee
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Title

This Award shall be known as the Public Hospitals Library Staff (State) Award 2021.

2. Conditions of Employment

The conditions of employment for employees covered by this Award shall be as prescribed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time.

3. Salaries

Full time Library Staff employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

The classifications of library staff shall be as follows:

Librarian

Library Technician

Library Assistant

4. Definitions

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

“Hospital” means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

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

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

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

“Local Health District” means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*, as amended or varied from time to time.

“Union” means the Health Services Union NSW.

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

5. Descriptors

Library Assistant

A practitioner at this level:

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

Library Technician

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

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Librarian

Grade 1 - A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

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

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

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

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject

knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

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

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program or, oversee the operations and systems of a significant unit, team or library service, or may contribute towards the research activities at a tertiary teaching hospital.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

6. Commencing Rates of Pay

- (i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of the rate prescribed for the first year of service as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.
- (ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of the rate prescribed for the second year of service as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

7. Grading Committee

A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital/Local Health District:

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

Provided that –

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

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2021 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Library Staff (State) Award 2019 published 6 March 2020 (386 I.G. 1201) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

N. CONSTANT, *Chief Commissioner*

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PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187512 of 2021)

Before Chief Commissioner Constant

22 July 2021

AWARD

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

1. Definitions

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

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time,

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the Association of Medical Records Librarians, NSW or such other qualifications deemed to be equivalent by the employer.

"Officer" means a medical record librarian employed by the employer.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union NSW.

2. Salary and Grading Structure

Full time Medical Record Librarian employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

Medical Records Administrator/Medical Records Manager

Grade 1	All other hospitals including, Balmain, Grafton Base, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury Wodonga, Bathurst Base, Canterbury, Coffs Harbour Base, Dubbo Base, Fairfield, Griffith Base, Manning, Port Kembla, Shellharbour.

Grade 3	Auburn, Campbelltown, Camden, Lismore Base, Wagga.
Grade 4	Blacktown & Mt. Druitt, Manly, Bankstown-Lidcome, Ryde, Mona Vale, Nepean, Sydney, Royal Hospital for Women, Sutherland.
Grade 5	Hornsby Ku-ring-gai, Liverpool, St. George, Wollongong, Gosford, John Hunter, Royal Alexandra for Children's Hospital and Country Regions.
Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer
 - (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
 - (b) the date of effect of the grading recommended. Provided that:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

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

- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.
- (iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
 - (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the

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

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

4. Labour Flexibility

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

5. Anti-Discrimination

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

NOTES -

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

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

6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2019, as varied or replaced from time to time, shall also apply to all relevant employees.

7. Dispute Resolution

The dispute settlement procedures contained in the applicable conditions award as outlined in Clause 6, Conditions of Service (and as varied or replaced from time to time), shall apply.

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Medical Records Librarians Award 2019 published 6 March 2020 (386 I.G. 1206) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186354 of 2021)

Before Chief Commissioner Constant

30 July 2021

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

PART C - LIST OF AWARDS

PART A

1. Definitions

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

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

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

Where:

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

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

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

Note: Total NIOOS Equivalentents 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)

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

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

2. Salaries

Full-time employees shall be paid the salaries as set out in Table 1 of Part B, Monetary Rates, of this Award.

3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 6, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

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

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

4. Conditions of Service

- (i) The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply to all persons covered by this Award.
- (ii) Conditions of employment relevant to a classification(s) identified within an Award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

5. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply.

6. 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 2018_044 *Salary Packaging*, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.

- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in Clause 2, Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive 2018_044 Salary Packaging.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive 2018_044 Salary Packaging, as amended from time to time.

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. The rates and allowances in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2021.

- (ii) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award 2019 published 20 December 2019 (385 I.G. 805) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per annum (unless indicated otherwise)	Rate from ffppoa 01/07/2021 \$ per annum (unless indicated otherwise)	
Aboriginal Health Worker			
1st Year	54,383	55,492	
2nd Year	57,595	58,770	
3rd Year	60,754	61,993	
4th Year	63,989	65,294	
5th Year	67,028	68,395	
6th Year	70,211	71,643	
7th Year	73,327	74,823	
8th Year	76,901	78,470	
9th Year	80,097	81,731	
Senior Aboriginal Health Worker			
1st Year	83,244	84,942	
2nd Year	86,474	88,238	
Principal Aboriginal Health Worker			
1st Year	88,911	90,725	
2nd Year	92,751	94,643	
Aboriginal Health Practitioner			
1st Year	60,754	61,993	
2nd Year	63,989	65,294	
3rd Year	67,028	68,395	
4th Year	70,211	71,643	
5th Year	73,360	74,857	
6th Year	76,901	78,470	
7th Year	80,097	81,731	
Aboriginal Health Education Officer Graduate			
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.			
1st Year	(per week)	1,200.46	1,224.95
2nd Year	(per week)	1,258.63	1,284.31
3rd Year	(per week)	1,337.25	1,364.53
4th Year	(per week)	1,411.96	1,440.76
5th Year	(per week)	1,495.11	1,525.61
6th Year	(per week)	1,572.44	1,604.52
7th Year	(per week)	1,638.83	1,672.26

8th Year	(per week)	1,703.96	1,738.72
9th Year	(per week)	1,777.51	1,813.77
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:			
10th Year	(per week)	1,867.07	1,905.16
11th Year	(per week)	1,956.87	1,996.79
Senior Aboriginal Health Education Officer Graduate			
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.			
1st Year	(per week)	1,956.33	1,996.24
2nd Year	(per week)	2,037.36	2,078.92
3rd Year	(per week)	2,118.73	2,161.95
Analyst, Chemist, Microbiologist, & Scientific Officer (Transferred Staff of Division of Analytical Laboratories)			
Grade 1			
1st Year		64,784	66,106
2nd Year		67,337	68,711
3rd Year		71,093	72,543
4th Year		76,201	77,756
5th Year		81,600	83,265
6th Year		86,439	88,202
Grade 2			
1st Year		90,669	92,519
2nd Year		93,359	95,264
3rd Year		96,205	98,168
4th Year		100,067	102,108
Grade 3			
1st Year		104,240	106,366
2nd Year		107,551	109,745
3rd Year		109,693	111,931
Grade 4			
1st Year		115,033	117,380
2nd Year		118,520	120,938
3rd Year		120,871	123,337
Grade 5			
1st Year		125,612	128,174
2nd Year		129,375	132,014
Part-Time Graduate Analyst (Per Hour)		42.97	43.66
Biomedical Engineer			
Grade 1			
1st Year of service		66,852	68,216
2nd Year of service		70,920	72,367
3rd Year of service		75,809	77,356
4th Year of service		81,013	82,666
5th Year of service and thereafter		86,251	88,011

Grade 2		
1st Year of service	91,600	93,469
2nd Year of service	94,555	96,484
3rd Year of service	97,518	99,507
4th Year of service and thereafter	100,462	102,511
Grade 3		
1st Year of service	106,065	108,229
2nd Year of service	109,542	111,777
3rd Year of service	113,038	115,344
4th Year of service and thereafter	117,003	119,390
Grade 4		
1st Year of service	122,212	124,705
2nd Year of service	125,778	128,344
3rd Year of service and thereafter	129,315	131,953
Grade 5		
1st Year of service	134,677	137,424
2nd Year of service and thereafter	137,208	140,007
Grade 6		
1st Year of service	139,765	142,616
2nd Year of service and thereafter	142,349	145,253
Career Medical Officers		
Grade 1		
1st Year	127,922	130,532
2nd Year	137,795	140,606
3rd Year	143,828	146,762
4th Year	148,684	151,717
5th Year	154,555	157,708
Grade 2		
1st Year	160,500	163,774
2nd Year	165,488	168,864
3rd Year	175,189	178,763
4th Year	190,603	194,491
Senior		
1st Year	205,232	209,419
Thereafter	220,262	224,755
Transitional Grades - only applicable to eligible employees employed on 20/04/2005		
Grade 1	175,189	178,763
Grade 2	190,603	194,491
Grade 3	205,232	209,419
Clerk of Works		
Clerk of Works	86,565	88,331
Co-Ordinators		
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	85,078	86,814
Group 3 - Moree, Tweed Heads, SW Zone - Zone 1, 2 and 5; Grafton, Armidale, Port Macquarie	91,291	93,153

Group 5 - Tamworth		99,793	101,829
Group 6 - Dubbo		103,861	105,980
Allowances-Co-Ordinators			
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Coordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87. Future occupants, other than those in AHS, receive the salary for the positions listed above			
Allowances Co-Ordinators			
Team Leaders Allowance			
In charge of 5-10 staff	(per week)	44.40	45.30
In charge of 11-25 staff	(per week)	74.00	75.50
In charge of 26-40 staff	(per week)	103.80	105.90
In charge of more than 40 staff	(per week)	118.70	121.10
Area Co-ordinators Allowance	(per week)	163.40	166.70
Drug Alcohol Counsellor Non Graduate			
Grade 1			
1st Year		54,359	55,468
2nd Year		57,586	58,761
3rd Year		60,747	61,986
4th Year		63,953	65,258
5th Year		66,999	68,366
Grade 2			
1st Year		70,200	71,632
2nd Year		73,327	74,823
Allowances - Drug and Alcohol Counsellors - Non-Graduate			
Drug and Alcohol Counsellor - 2 years on maximum	(per week)	64.30	65.60
Dental Assistants			
Grade 1			
1st Year		57,561	58,735
2nd Year		58,955	60,158
3rd Year		60,274	61,504
4th Year		61,719	62,978
Grade 2			
1st Year		63,061	64,347
2nd Year		65,450	66,785
3rd Year		67,565	68,943
4th Year		69,434	70,850
Grade 3			
1st Year		76,246	77,801
2nd Year		79,041	80,653
Dental Assistant Supervision Allowance			
2-5 Staff Year	(per week)	34.80	35.50
6-10 Staff Year	(per week)	49.30	50.30
11-15 Staff Year	(per week)	62.90	64.20
16-19 Staff Year	(per week)	76.80	78.40

Dental Officers			
Level 1			
1st Year	91,820	93,693	
2nd Year	105,794	107,952	
3rd Year	112,778	115,079	
4th Year	119,760	122,203	
Level 2			
1st Year	126,748	129,334	
2nd Year	133,734	136,462	
Level 3			
1st Year	141,349	144,233	
2nd Year	145,601	148,571	
3rd Year	148,340	151,366	
Level 4			
1st Year	169,360	172,815	
2nd Year	174,236	177,790	
Dental Officer Management Allowance			
Level 1	(per annum)	6,995	7,138
Level 2	(per annum)	14,124	14,412
Area Director Oral Health Clinical Services			
Level 1	(per annum)	186,119	189,916
Level 2	(per annum)	204,729	208,905
Level 3	(per annum)	235,841	240,652
Dental Specialist			
1st Year of service		160,020	163,284
2nd Year of service		166,206	169,597
3rd Year of service		172,352	175,868
4th Year of service		178,854	182,503
5th Year of service		185,362	189,143
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C			
Senior Clinical Specialist			
Senior Clinical Specialist		194,413	198,379
Dental Specialist Management Allowance			
Dental Specialist Management Allowance	(per annum)	10,491	10,705
Dental Technicians			
Trainee			
Stage 1 - (first 6 months)		40,760	41,592
Stage 2 - (6 months to 1 year)		42,145	43,005
Stage 3 - (1 year to 18 months)		46,576	47,526
Stage 4 - (18 months to 2 years)		48,300	49,285
Level 1			
1st Year		63,061	64,347
2nd Year		65,450	66,785
3rd Year		67,565	68,943
4th Year		69,434	70,850

5th Year	74,221	75,735
Level 2		
1st Year	74,221	75,735
2nd Year	76,805	78,372
Level 3		
1st Year	79,378	80,997
2nd Year	84,392	86,114
Level 4		
1st Year	88,498	90,303
2nd Year	89,935	91,770
Level 5		
1st Year	98,885	100,902
2nd Year	103,503	105,614
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)		
2nd year	100,076	102,118
Dental Prosthetists		
Level 1		
1st Year	79,378	80,997
2nd Year	84,392	86,114
Level 2		
1st Year	88,498	90,303
2nd Year	89,935	91,770
Level 3		
1st Year	98,885	100,902
2nd Year	103,503	105,614
Oral Health Therapists		
Level 1		
1st Year	64,463	65,778
2nd Year	66,890	68,255
3rd Year	71,012	72,461
4th Year	75,890	77,438
Level 2		
1st Year	81,128	82,783
2nd Year	86,274	88,034
3rd Year	90,472	92,318
4th Year	93,393	95,298
Level 3		
1st Year	100,451	102,500
2nd Year	103,814	105,932
Level 4		
1st Year	109,003	111,227
2nd Year	111,728	114,007
Sole Practitioner Allowance (Oral Health Therapist)		
Sole Practitioner Allowance (Oral Health Therapist) (per annum)	7,058	7,202

Director of Animal Care Westmead		
Director of Animal Care Westmead	124,399	126,937
Trainee Environmental Health Officer		
1st Year	51,274	52,320
2nd Year	53,162	54,247
3rd Year	55,066	56,189
4th Year	56,957	58,119
Environmental Health Officer		
1st Year	62,653	63,931
2nd Year	65,664	67,004
3rd Year	69,738	71,161
4th Year	73,663	75,166
5th Year	78,009	79,600
6th Year	82,048	83,722
7th Year	85,479	87,223
8th Year	88,897	90,710
9th Year	92,758	94,650
<p>In order to progress to Year 10 of the scale, an Environmental Health Officer must have:</p> <ul style="list-style-type: none"> (i) completed 12 months service at the salary prescribed on the maximum of the scale; and (ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment. <p>After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.</p>		
10th Year - Performance Barrier	97,426	99,413
11th Year - Performance Barrier	102,091	104,174
Senior Environmental Health Officer		
1st Year	106,301	108,470
2nd Year	110,553	112,808
Transferred Environmental Health Officer - 35hrs per week		
11th Year - Performance Barrier	102,091	104,174
Transferred Senior Environmental Health Officer - 35hrs per week		
1st Year	106,301	108,470
2nd Year	110,553	112,808
Health Education Officer Non-Graduate		
1st Year of service	54,359	55,468
2nd Year of service	57,583	58,758
3rd Year of service	60,746	61,985
4th Year of service	63,953	65,258
5th Year of service	66,997	68,364
6th Year of service	70,192	71,624
7th Year of service	73,325	74,821
8th Year of service	76,894	78,463
9th Year of service & thereafter	80,100	81,734
Health Education Officer Graduate		
1st Year of service	62,653	63,931
2nd Year of service	65,664	67,004

3rd Year of service		69,738	71,161
4th Year of service		73,663	75,166
5th Year of service		78,009	79,600
6th Year of service		82,048	83,722
7th Year of service		85,479	87,223
8th Year of service		88,897	90,710
9th Year of service and thereafter		92,758	94,650
A Graduate Health Education Officer who: - (i) has completed 12 months service at the salary prescribed on the maximum of the scale; (ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:			
On Maximum for 12 months		97,426	99,413
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.			
On Maximum for further 12 months		102,105	104,188
Senior Health Education Officer Non-Graduate			
1st Year of service		83,254	84,952
2nd Year of service		86,524	88,289
Senior Health Education Officer Graduate			
1st Year of service		102,091	104,174
2nd Year of service		106,301	108,470
3rd Year of service		110,553	112,808
Part Time Health Education Officer			
Non-Graduate	(per hour)	40.12	41
Graduate	(per hour)	47.14	48
Transferred Health Education Officer - Graduate (As at 01/10/1986)			
9th Year of service		92,758	94,650
On Maximum for 12 months		97,426	99,413
On Maximum for further 12 months		102,105	104,188
Ethnic Health Worker			
Part-time Ethnic Health Worker (Per Hour)	(per hour)	40.40	41.22
Part-time Ethnic Day Care Co-ordinator (Per Hour)	(per hour)	40.81	41.64
Hospital Scientists/Medical Technologists			
Chief Hospital Scientist			
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:			
Chief Hospital Scientist < 200 ADA			
1st Year	(per week)	2,269.10	2,315.39
2nd Year	(per week)	2,332.23	2,379.81
3rd Year	(per week)	2,411.35	2,460.54
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:			
Chief Hospital Scientist > 200 ADA			
1st Year	(per week)	2,411.35	2,460.54
2nd Year	(per week)	2,484.70	2,535.39
3rd Year	(per week)	2,547.19	2,599.15

Allowances (Hospital Scientist)			
Fellowship of A.I.M.T. Allowance			
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	(per week)	61.99	63.30
Senior Hospital Scientist (Senior Medical Technologist in-charge of section.			
1st Year	(per week)	1,925.36	1,964.64
2nd Year	(per week)	1,989.63	2,030.22
3rd Year	(per week)	2,045.08	2,086.80
Hospital Scientist (Medical technologist)			
1st Year	(per week)	1,235.66	1,260.87
2nd Year	(per week)	1,281.81	1,307.96
3rd Year	(per week)	1,360.85	1,388.61
4th Year	(per week)	1,454.01	1,483.67
5th Year	(per week)	1,554.32	1,586.03
6th Year	(per week)	1,653.48	1,687.21
7th Year	(per week)	1,733.89	1,769.26
8th Year	(per week)	1,789.83	1,826.34
Hospital Scientist (Medical Technologist) - United Dental Hospital			
1st Year	(per week)	1,235.66	1,260.87
2nd Year	(per week)	1,281.81	1,307.96
3rd Year	(per week)	1,360.85	1,388.61
4th Year	(per week)	1,454.01	1,483.67
5th Year	(per week)	1,554.32	1,586.03
6th Year	(per week)	1,653.48	1,687.21
7th Year	(per week)	1,733.89	1,769.26
8th Year	(per week)	1,789.83	1,826.34
Hospital Scientist (Scientific Officer)			
1st Year	(per week)	1,235.66	1,260.87
2nd Year	(per week)	1,281.81	1,307.96
3rd Year	(per week)	1,360.85	1,388.61
4th Year	(per week)	1,454.01	1,483.67
5th Year	(per week)	1,554.32	1,586.03
6th Year	(per week)	1,653.48	1,687.21
7th Year	(per week)	1,733.89	1,769.26
8th Year	(per week)	1,789.83	1,826.34
Senior or Chief Hospital Scientist (Senior Scientific Officer)			
1st Year	(per week)	1,925.36	1,964.64
2nd Year	(per week)	1,989.63	2,030.22
3rd Year	(per week)	2,045.08	2,086.80
4th Year	(per week)	2,269.10	2,315.39
5th Year	(per week)	2,332.23	2,379.81
6th Year	(per week)	2,411.35	2,460.54
7th Year	(per week)	2,484.70	2,535.39
8th Year	(per week)	2,547.19	2,599.15

Allowances			
Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.			
Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:			
Senior/Principal H.S. Master of Science	(per week)	66.00	67.30
Principal Hospital Scientist (Principal Scientific Officer)			
1st Year	(per week)	2,728.96	2,784.63
2nd Year	(per week)	2,797.05	2,854.11
3rd Year	(per week)	2,872.38	2,930.98
4th Year	(per week)	2,940.78	3,000.77
5th Year	(per week)	3,012.12	3,073.57
6th Year	(per week)	3,082.52	3,145.40
7th Year	(per week)	3,153.64	3,217.97
8th Year	(per week)	3,225.81	3,291.62
9th Year	(per week)	3,295.81	3,363.04
10th Year	(per week)	3,368.73	3,437.45
Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent			
Trainee Hospital Scientist			
1st Year	(per week)	668.40	682.04
2nd Year	(per week)	723.09	737.84
3rd Year	(per week)	831.86	848.83
4th Year	(per week)	953.35	972.80
5th Year	(per week)	1,072.53	1,094.41
6th Year	(per week)	1,181.28	1,205.38
The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed. Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.			
Senior Hospital Scientist In-Charge of Section			
1st Year	(per week)	1,925.36	1,964.64
2nd Year	(per week)	1,989.63	2,030.22
3rd Year	(per week)	2,045.08	2,086.80
Senior or Chief Hospital Scientist In-Charge of Lab			
Less than 200 ADA			
1st Year	(per week)	2,269.10	2,315.39
2nd Year	(per week)	2,332.23	2,379.81
3rd Year	(per week)	2,411.35	2,460.54
More than 200 ADA			
1st Year	(per week)	2,411.35	2,460.54
2nd Year	(per week)	2,484.70	2,535.39

3rd Year	(per week)	2,547.19	2,599.15
Transferred Hospital Scientist (Scientific Officer) - Oliver Lathan Laboratory			
5th Year	(per week)	1,554.32	1,586.03
6th Year	(per week)	1,653.48	1,687.21
7th Year	(per week)	1,733.89	1,769.26
8th Year and Thereafter	(per week)	1,789.83	1,826.34
Transferred Senior or Chief Hospital Scientist (Senior Scientific Officer) - Oliver Latham Laboratory			
1st Year		100,462	102,512
2nd Year		103,816	105,934
3rd Year		106,709	108,886
4th Year		118,398	120,814
5th Year		121,692	124,175
6th Year		125,821	128,388
7th Year		129,648	132,293
8th Year and Thereafter		132,909	135,620
Transferred Hospital Scientist (Scientific Officer) - I.C.P.M.R.			
8th Year	(per week)	1,789.83	1,826.34
Transferred Senior Hospital Scientist (Senior Scientific Officer) - I.C.P.M.R.			
1st Year	(per week)	1,925.36	1,964.64
2nd Year	(per week)	1,989.63	2,030.22
3rd Year	(per week)	2,045.08	2,086.80
4th Year	(per week)	2,269.10	2,315.39
5th Year	(per week)	2,332.23	2,379.81
6th Year	(per week)	2,411.35	2,460.54
7th Year	(per week)	2,484.70	2,535.39
8th Year and Thereafter	(per week)	2,547.19	2,599.15
Library Staff			
Library Assistant			
Year 1		50,671	51,705
Year 2		53,776	54,873
Year 3		57,146	58,312
Year 4		61,405	62,658
Year 5		63,673	64,972
Librarian Grade 1			
Year 1		64,784	66,106
Year 2		68,550	69,948
Year 3		72,428	73,906
Year 4		76,940	78,510
Year 5		80,802	82,450
Year 6		84,643	86,370
Librarian Grade 2			
Year 1		88,194	89,993
Year 2		91,650	93,520
Year 3		96,205	98,168
Year 4		100,067	102,108

Librarian Grade 3			
Year 1	105,333	107,482	
Year 2	108,584	110,799	
Year 3	112,847	115,149	
Year 4	117,355	119,749	
Librarian Grade 4			
Year 1	120,871	123,337	
Year 2	124,429	126,967	
Year 3	128,101	130,714	
Year 4	132,092	134,787	
Library Technician - Grade 1			
Year 1	64,784	66,106	
Year 2	68,550	69,948	
Year 3	72,428	73,906	
Year 4	76,940	78,510	
Medical Officers			
Intern			
Intern	69,858	71,283	
Resident			
1st Year	81,884	83,554	
2nd Year	90,062	91,899	
3rd Year	102,003	104,084	
4th Year	110,737	112,996	
Registrar			
1st Year	102,003	104,084	
2nd Year	110,737	112,996	
3rd Year	119,503	121,941	
4th Year	127,922	130,532	
Senior Registrar			
Senior Registrar	Annual	143,828	146,762
For the purposes of calculation of payments to officers pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula: Annual Salary x 1/ 52.17857 x 38 and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6			
Allowances (Medical Officers)			
Higher Medical Qualification Allowance (Medical Officers)	(per week)	60.40	61.60
The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar. The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.			
Higher Medical Qualification Allowance - After 5 Years	(per week)	30.20	30.80
The qualification allowance is paid when an officer in their fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.			
Part-Time Medical Officers			
(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment).			

Less than 3 years post-graduate experience (per hour)	(per hour)	59.12	60.33
More than 3 years post-graduate experience (per hour)	(per hour)	69.30	70.71
More than 6 years post-graduate experience (per hour)	(per hour)	83.38	85.08
<p>Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.</p> <p>Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%</p> <p>Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.</p> <p>Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%</p>			
Transferred Medical Officers			
Less than 6 years post graduate experience (per hour)	(per hour)	67.12	68.49
6 to less than ten years post graduate experience (per hour)	(per hour)	83.38	85.08
10 years or more post-graduate experience (per hour)	(per hour)	105.69	107.85
Possess Dip. of Psychological Medical (per hour)	(per hour)	99.26	101.28
Dip. of Psychological Medical more than 2 years (per hour)	(per hour)	105.69	107.85
Medical Officer - 5th Schedule - 10th year (per annum)	(per annum)	151,284	154,370
Community Physician			
Community Physician		190,095	193,973
Medical Records Administrator			
1st Year		61,929	63,192
2nd Year		64,446	65,761
3rd Year		67,841	69,225
4th Year		70,963	72,411
5th Year		74,179	75,692
6th Year		77,799	79,386
7th Year and Thereafter		81,085	82,739
Medical Records Manager			
Grade 1		89,090	90,907
Grade 2		92,198	94,079
Grade 3		95,783	97,737
Grade 4		103,389	105,498
Grade 5		106,995	109,178
Grade 6		110,820	113,081
Grade 7		114,921	117,265
Grade 8		123,735	126,259
Country Regions		106,995	109,178
Research/Analyst/Specialist Dept. or Section			
Research/Analyst/Specialist Dept. or Section		86,439	88,202

Medical Superintendents		
Chief Executive Officer		
Level 1	239,468	244,353
- 16% Clinical Loading	38,315	39,096
Level 2	228,197	232,852
- 16% Clinical Loading	36,512	37,256
Level 3	216,924	221,349
- 16% Clinical Loading	34,708	35,416
Level 4	175,641	179,224
- 16% Clinical Loading	28,103	28,676
Level 5	160,621	163,898
- 16% Clinical Loading	25,699	26,224
Medical Super / Deputy Chief Executive Officer		
Level 1	228,197	232,852
- 16% Clinical Loading	36,512	37,256
Level 2	216,924	221,349
- 16% Clinical Loading	34,708	35,416
Level 3	201,911	206,030
- 16% Clinical Loading	32,306	32,965
Level 4	160,621	163,898
- 16% Clinical Loading	25,699	26,224
Level 5	153,108	156,231
- 16% Clinical Loading	24,497	24,997
Deputy Medical Superintendent		
Level 1	201,911	206,030
- 16% Clinical Loading	32,306	32,965
Level 2	175,641	179,224
- 16% Clinical Loading	28,103	28,676
Level 3	160,621	163,898
- 16% Clinical Loading	25,699	26,224
Assistant Medical Superintendent		
Level 1		
1st Year	168,140	171,570
- 16% Clinical Loading	26,902	27,451
2nd Year	175,641	179,224
- 16% Clinical Loading	28,103	28,676
Level 2		
1st Year	153,108	156,231
- 16% Clinical Loading	24,497	24,997
2nd Year	160,621	163,898
- 16% Clinical Loading	25,699	26,224
Level 3		
1st Year	145,619	148,590
- 16% Clinical Loading	23,299	23,774
2nd Year	153,108	156,231

- 16% Clinical Loading		24,497	24,997
Level 4			
1st Year		130,593	133,257
- 16% Clinical Loading		20,895	21,321
2nd Year		138,106	140,923
- 16% Clinical Loading		22,097	22,548
Clinical Superintendent			
Level 1			
1st Year		153,108	156,231
- 16% Clinical Loading		24,497	24,997
2nd Year		160,621	163,898
- 16% Clinical Loading		25,699	26,224
Level 2			
1st Year		145,619	148,590
- 16% Clinical Loading		23,299	23,774
2nd Year		153,108	156,231
- 16% Clinical Loading		24,497	24,997
Allowances (Medical Superintendents)			
16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base Award salary as varied from time to time with respect to their clinical work performed as part of their function. The qualification allowance shall only apply to those officers who were receiving this allowance as of April 1986 and have continued to remain in the position held by them as of that date.			
Higher Medical Qualification Allowance - Where an officer holds a higher medical qualification relevant to their hospital work (Medical Superintendents)	(per week)	54.20	55.30
Diploma Hospital Administration issued AIHA	(per week)	31.88	32.53
Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration	(per week)	31.88	32.53
Hospitals are graded at level indicated below:			
Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital			
Level 2 - St. Vincents Hospital, Darlinghurst, St. George Hospital, Royal Alexandra Hospital for Children			
Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital - Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.			
Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital - North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St. Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.			

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital - Auburn, St. Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.			
Music Therapist Unqualified			
1st Year	(per hour)	30.03	30.64
2nd Year	(per hour)	30.67	31.30
3rd Year	(per hour)	31.19	31.83
Nurse Counsellor Non-Graduate			
1st year of service		56,732	57,889
2nd year of service		59,409	60,621
3rd year of service		62,822	64,104
4th year of service		65,977	67,323
5th year of service		69,360	70,775
Nurse Counsellor Graduate			
1st year of service		63,238	64,528
2nd year of service		66,273	67,625
3rd year of service		70,429	71,866
4th year of service		74,176	75,689
5th year of service		78,589	80,192
6th year of service		82,138	83,814
7th year of service		85,498	87,242
8th year of service		88,490	90,295
9th year of service		92,781	94,674
Remedial Gymnast (Qualified)			
1st Year		54,904	56,024
2nd Year		56,575	57,729
3rd Year		59,932	61,155
4th Year		63,061	64,347
5th Year		66,283	67,635
6th Year and Thereafter		69,484	70,901
Sessional Rates			
Sessional Music Therapist	(per session*)	230.30	235
Sessional Occupational Therapist	(per session*)	230.30	235
Sessional Orthoptist	(per session*)	230.30	235
Sessional Physiotherapist	(per session*)	230.30	235
Sessional Podiatrist	(per session*)	230.30	235
Sessional Speech Pathologist	(per session*)	230.30	235
*Session = 3½ hours			
Sexual Assault Workers - Non-Graduate			
Grade 1			
1st Year		54,353	55,462
2nd Year		57,586	58,761
3rd Year		60,746	61,985
4th Year		63,952	65,257

5th Year	66,995	68,362
Grade 2		
1st Year	70,192	71,624
2nd Year	73,320	74,816
Social Educators		
1st Year	65,664	67,004
2nd Year	69,738	71,161
3rd Year	73,663	75,166
4th Year	78,007	79,598
5th Year	82,048	83,722
6th Year	85,479	87,223
7th Year	88,899	90,713
8th Year and Thereafter	92,758	94,650
Program Director		
1st Year	118,134	120,544
2nd Year	120,871	123,337
Welfare Officers - Non-Graduate		
Grade 1		
1st Year	54,353	55,462
2nd Year	57,586	58,761
3rd Year	60,746	61,985
4th Year	63,952	65,257
5th Year	66,995	68,362
Grade 2		
1st Year	70,192	71,624
2nd Year	73,320	74,816
Allowance (Welfare Officer)		
Welfare Officer - Non-Graduate 2 years on maximum	(per week) 68.40	69.80

PART C - LIST OF AWARDS

Awards as varied or replaced from time to time.

Public Hospitals Medical Superintendents (State) Award 2019

Public Hospital Career Medical Officers (State) Award 2019

Public Hospital Medical Officers (State) Award 2019

Hospital Scientists (State) Award 2019

Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award 2019

Public Hospitals Librarians (State) Award 2019

Public Hospitals Medical Record Librarians Award 2019

Public Hospitals Dental Assistants (State) Award 2019

Health Employees Oral Health Therapists (State) Award 2019

Health Employees Dental Officers (State) Award 2019

Health Employees Dental Prosthetists and Dental Technicians (State) Award 2019

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 334627 of 2021)

Before Commissioner Murphy

23 December 2021

AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2009*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

E. ROBINSON *Industrial Registrar.*

Schedule of Award and Variations Incorporated

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2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Accredited" means a teacher who has demonstrated the Professional Teaching Standards at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.

- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Associate Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, where the school has been linked to a larger school in reasonable proximity and the administrative workload of the Associate Principal has been reduced.
- 2.6 "Australian Professional Standards for Teachers" means the seven Standards which outline what teachers should know and be able to do prescribed by the Australian Institute for Teaching and School Leadership as attached at Schedule 13.
- 2.7 "Authority" means the NSW Education Standards Authority to oversee accreditation and recognition of a teacher's professional capacity against the Australian Professional Standards under the Teacher Accreditation Act.
- 2.8 "Band 1 salary" means the salary which applies to teachers who have undertaken an approved initial teacher education program and met the Australian Professional Standards for Teachers at the Graduate level. It is mandatory for new teachers to be provisionally or conditionally accredited at Graduate teacher level to be approved for teaching in NSW.
- 2.9 "Band 2 salary" means the salaries which apply to teachers who are accredited at the level of Proficient. A Band 2 teacher has demonstrated the Australian Professional Standards for Teachers at the Proficient level and has been accredited as such by a Teacher Accreditation Authority.
- 2.10 "Band 3 salary" means the salary which applies to teachers who are accredited at the level of Highly Accomplished or Lead. A Band 3 teacher has demonstrated the Australian Professional Standards for Teachers at the Highly Accomplished or Lead level and has been accredited as such by a Teacher Accreditation Authority.
- 2.11 "Casual Teacher" means a teacher engaged, other than at the Secondary College of Languages, on an hourly or daily rate of pay in the Teaching Service.
- 2.12 "Conditionally accredited" means a teacher who has been conditionally accredited at the Graduate level who may have a degree or is in the process of obtaining further education or subject qualifications.
- 2.13 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.14 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.15 "Department" means the Department of Education.
- 2.16 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.17 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.18 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.

- 2.19 "District Guidance Officer" means an officer appointed as such in a group of schools who is responsible to the Secretary or nominee for the guidance service within that group of schools.
- 2.20 "Education Officer" means an officer appointed as such, provided that for appointment the officer must have an appropriate degree from a higher education institution or other qualifications and experience which the Secretary determines as satisfying requirements.
- 2.21 "Educational Paraprofessional" means a person or officer employed permanently or temporarily under the provisions of the Teaching Service Act to work under the guidance of a teacher in the classroom.
- 2.22 "Employee" means a person employed in a classification covered by this award by the Secretary or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.23 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.24 "Equivalent" when referring to qualifications means those qualifications deemed by the Secretary to be equivalent to specified qualifications.
- 2.25 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the *Teaching Service Act* 1980 to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.26 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.27 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.28 "General Secretary" means the General Secretary of the Australian Education Union NSW Teachers Federation Branch.
- 2.29 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Secretary to be equivalent to such a degree.
- 2.30 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.31 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.31.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.31.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.31.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.32 "Higher Education Institution" means a university or other tertiary institution recognised by the Secretary which offers degrees, diplomas or teacher education courses.

- 2.33 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.34 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.35 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.36 "Leader, Psychology Practice" means a person appointed to lead a team of Senior Psychologists, Education to implement professional practices consistent with the standards of the Department and the Psychology Board of Australia. The Leader, Psychology Practice develops and implements strategies to enhance psychology services in schools, including professional development and support for the school counselling workforce.
- 2.37 "Network" means a group of principals with a Director Educational Leadership.
- 2.38 "Non-school based teacher" means a person or officer who is employed in a full time or part time position, either temporarily or permanently, under the provisions of the Teaching Service Act and the Teacher Accreditation Act, in the classification of Senior Education Officer Class 1, Senior Education Officer Class 2 or Principal Education Officer.
- 2.39 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.40 "Parties" means the Department and the Federation.
- 2.41 "Performance and development process" is a process for the continuous development of a skilled and effective workforce.
- 2.42 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.43 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.44 "Professional Practice Framework" means the core capabilities which outline what school counsellors should know and be able to do to guide their professional practice as a psychologist.
- 2.45 "Provisionally accredited" means a teacher who has been provisionally accredited at the Graduate level who has successfully completed an initial teacher education program endorsed by the Board.
- 2.46 "Psychology Board" means the Psychology Board of Australia or successor organisation.
- 2.47 "Purpose of Funding for the Principal Classification" means the funding model consisting of a base student allocation, equity loadings and targeted (individual student) funding. The amount of funding allocated to a school determines the level of school complexity.
- 2.48 "Residential Agricultural High School" means a school classified as such by the Secretary.
- 2.49 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.50 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.

- 2.51 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Secretary and are established under the *Education Act* 1990 to provide education for students with disabilities as listed in subclause 2.62.
- 2.52 "Secretary" means the Secretary, Department of Education.
- 2.53 "Senior Psychologist, Education" means an officer appointed to provide professional leadership and clinical supervision to a school counselling team and who has a leadership role as part of the networked specialist centres.
- 2.54 "Service" means continuous service, unless otherwise specified in the award.
- 2.55 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.56 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position, other than at the Secondary College of Languages, under the provisions of the Teaching Service Act and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.57 "Teacher Accreditation Act" means the *Teacher Accreditation Act* 2004.
- 2.58 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.59 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Secretary where a principal is not appointed.
- 2.60 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.61 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.61.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.61.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.62 "Teaching Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, whose duties include classroom teaching.
- 2.63 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.64 "Temporary Teacher" means a person employed, other than at the Secondary College of Languages, in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.65 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the Teaching Service Act.

- 2.66 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Secretary determines as satisfying requirements for classification as a teacher.
- 2.67 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.68 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

Teachers

- 3.1 Salaries and rates of pay for teachers and teachers at the Secondary College of Languages, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors shall be paid in accordance with this clause and Schedules 1A, 1B, 1C, , 4, 5, 12. These salaries will be increased by:
- 3.1.1 2.5% from the first pay period commencing on or after 1 January 2020;
- 3.1.2 2.28% from the first pay period commencing on or after 1 January 2021; and
- 3.1.3 2.04% from the first pay period commencing on or after 1 January 2022.

Principals

- 3.2 Salaries and rates of pay for principals shall be paid in accordance with this clause and Schedules 2A and 2B. These salaries will be increased by:
- 3.2.1 2.5% from the first pay period commencing on or after 1 January 2020;
- 3.2.2 2.28% from the first pay period commencing on or after 1 January 2021, and
- 3.2.3 2.04% from the first pay period commencing on or after 1 January 2022.

Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees shall be paid in accordance with this clause and Schedule 3. These salaries will be increased by:
- 3.3.1 2.5% from the first pay period commencing on or after 1 January 2020;
- 3.3.2 2.28% from the first pay period commencing on or after 1 January 2021; and
- 3.3.3 2.04% from the first pay period commencing on or after 1 January 2022.

Allowances

- 3.4 Allowances under this award will be increased by:
- 3.4.1 2.5% from the first pay period commencing on or after 1 January 2020;
- 3.4.2 2.28% from the first pay period commencing on or after 1 January 2021 and
- 3.4.3 2.04% from the first pay period commencing on or after 1 January 2022.

Teachers

3.5 The rates of pay for teachers will be in accordance with the teacher's level of accreditation on commencement of employment.

3.5.1 A teacher with accreditation at Graduate will commence on the Band 1 salary.

3.5.2 A teacher with accreditation at Proficient will commence on the Band 2 salary.

3.5.3 A teacher with accreditation at Highly Accomplished/Lead will commence on the Band 3 salary.

The salary bands are as follows.

Band 1	(Graduate)
Band 2	(Proficient)
Band 2	(Proficient) Band 2.1
Band 2	(Proficient) Band 2.2
Band 2	(Proficient) Band 2.3
Band 3	(Highly Accomplished/Lead)

3.6 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.

3.7 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.

3.8 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.

3.9 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished/Lead accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Highly Accomplished/Lead but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3

3.10 For the purpose of salary progression, one year of full time service is 203 days.

3.11 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.

3.12 Salaries and rates of pay for teachers shall be paid in accordance with subclauses 3.5 to 3.12 and Schedule 1A.

School Counsellors

3.13 The rates of pay for school counsellors will be in accordance with the school counsellor's level of registration and or teachers accreditation on commencement of employment.

- 3.13.1 A school counsellor with eligibility for registration with the Psychology Board will commence on the Band 1 salary.
- 3.13.2 A school counsellor with established certification against the Professional Practice Framework (PPF) and a minimum of provisional registration with the Psychology Board will commence on the Band 2 salary.
- 3.13.3 A school counsellor with evidence against the PPF, full registration with the Psychology Board and proficient accreditation with NESAs will commence on the Band 3 salary.
- 3.13.4 A school counsellor who is an existing teacher with the Department at the time of commencing employment as a school counsellor will be paid no less than the applicable classroom teacher rate from Schedule 1A, up to a maximum of Band 2.3, on commencement as a school counsellor.

The salary bands are as follows.

Band 1	Eligibility for registration with the Psychology Board
Band 2	Established Certification against the PPF and a minimum of Provisional registration with the Psychology Board.
Band 2	(Established Certification) Band 2.1
Band 2	(Established Certification) Band 2.2
Band 2	(Established Certification) Band 2.3
Band 3	Advanced Certification against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.

- 3.14 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of established certification against the PPF and a minimum of provisional registration with the Psychology Board for school counsellors who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties. For those school counsellors who have confirmation of established certification against the PPF and a minimum of provisional registration with the Psychology Board but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3.15 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties.
- 3.16 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties.
- 3.17 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after advanced certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs for school counsellors who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those school counsellors who have advanced certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3
- 3.18 For the purpose of salary progression, one year of full time service is 203 days.
- 3.19 Payment of salaries under this clause is conditional upon a school counsellor maintaining the appropriate level of registration/certification/accreditation.

- 3.20 Salaries and rates of pay for school counsellors shall be paid in accordance with subclauses 3.13 to 3.19 and Schedule 1B.

Education Officers/HSLO/ASLO/ - Salary Scale - From 1 July 2020

- 3.21 Education Officers, Home School Liaison Officers and Aboriginal Student Liaison Officers who are not eligible for standards based remuneration will be remunerated on the salary scale at Schedule 1C. Salaries and rates of pay for EO's/HLSO's/ASLO's shall be paid in accordance with subclauses 3.21 to 3.23 and Schedule 1C.
- 3.22 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the salary scale in Schedule at 1C are set out in the table below:

Classification	Minimum starting salary	Maximum salary
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 5	Step 13
Graduates without teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13

- 3.23 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service, officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the salary scale as set out in Schedule 1C.

Principal Classification Structure

- 3.24 Principals will be classified as follows and paid in accordance with Schedule 2A.
- 3.24.1 Teaching Principal (TP1) or Associate Principal
- 3.24.2 Teaching Principal (TP2) or Associate Principal
- 3.24.3 Principal 1 (P1)
- 3.24.4 Principal 2 (P2)
- 3.24.5 Principal 3 (P3)
- 3.24.6 Principal 4 (P4)
- 3.24.7 Principal 5 (P5)
- 3.25 The rate of pay for a principal will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.
- 3.26 The principal classification in is derived from the school funding allocation as prescribed by the Purpose of Funding for the Principal Classification document.
- 3.27 An annual review of funding thresholds will take place linked to the release of the school funding allocations and from the previous school year.
- 3.28 Base salaries and complexity loadings will be adjusted where applicable in accordance with subclause 3.2.
- 3.29 In circumstances where the application of the school funding allocation to a school results in a higher principal classification, the principal will, while they remain at that school, receive the new salary effective from Day 1, Term 1 of the following year.

- 3.30 In circumstances where the application of the school funding allocation to a school results in a lower principal classification, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years effective from Day 1, Term 1 of the following year.
At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2A.
- 3.31 Principals who hold a substantive principal position and choose to remain on the former principal classification structure will be remunerated according to Schedule 2B under the previous enrolment based classification and review procedure with salaries increased in accordance with subclause 3.2.

4. Deduction of Union Membership Fees

- 4.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to 4.1 and 4.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 4.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

5. Allowances

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 7 and 8. Allowances in terms of Schedule 7 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
 - 5.2.2 Teachers in charge
 - 5.2.3 Year advisers.
 - 5.2.4 Teachers other than the principal appointed to teach classes of students with disabilities.
 - 5.2.5 Principals of schools designated by the Secretary as schools for specific purposes.
 - 5.2.6 The Principal of Stewart House.
 - 5.2.7 The deputy principal (primary) or assistant principal of a central school.

- 5.3 In demonstration schools to:
- 5.3.1 principals -
Former PP1 and PP2 schools, classified as such prior to 1 January 2016, which receive the allowance under subclause 5.3.1 will continue to be paid this allowance for the duration of this award.
 - 5.3.2 other promotions positions; and
 - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
- 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
each half hour lesson; or
each 40 minute lesson involving secondary students.
 - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Secretary.
- 5.5 In residential agricultural high schools to:
- 5.5.1 teachers rostered for out of normal hours student supervision;
 - 5.5.2 head teacher (welfare) for residential supervision;
 - 5.5.3 a teacher appointed to be in charge of residential supervision;
 - 5.5.4 principals for on call and special responsibilities; and
 - 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
- 5.6.1 Where the average attendance of female students does not exceed 200;
 - 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
 - 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Secretary by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 7 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 8.
- 5.9 To Executive Principals, Connected Communities as set out in Schedule 7 subject to the:
- 5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and

- 5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Director, Connected Communities; and
- 5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

6. Salary Progression and Maintenance

- 6.1 Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.
- 6.2 Salary progression for school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.13 to 3.19.
- 6.3 All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.4 Those officers prescribed at subclause 3.21 shall be entitled to progress along or be maintained on the salary scale after each 203 days of service subject to the officer demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth for the life of this award.
- 6.5 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

7. Performance and Development Processes for Teachers

- 7.1 The Performance and Development Framework for Principals, Executives and Teachers, jointly developed by the parties, applies to employees covered by this award.

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

8.5.2 any administrative fees.

8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

8.6.1 Superannuation Guarantee Contributions;

8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

9. Initial Appointments

9.1 All initial appointments must be on the basis of merit.

9.2 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on the officer meeting the Department's requirements for permanent appointment current at that time.

10. Teaching in More Than One Location

10.1 Teachers may be programmed to teach in more than one location.

10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.

10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school shall be entitled to the travel compensation provisions at Part B of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

11. Deferred Salary Scheme

11.1 Officers may seek to join the Department's deferred salary scheme.

11.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

11.3 The deferred salary scheme does not apply to temporary teachers.

12. Compensation for Travel on Department Business

12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 9- Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

13.1 The following shall be implemented:

13.1.1 annual school reports and associated school self-evaluation and improvement programs;

13.1.2 school development policy;

13.1.3 the Higher School Certificate;

- 13.2 These shall be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

14. Teacher Efficiency Process

- 14.1 The Teacher Improvement Programs relevant to each classification under this award will apply to all employees.
- 14.2 Any changes to existing procedures or the development of new procedures will be the subject of consultation between the parties.

15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school must have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and
- 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher shall not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.
- 15.7 A teacher shall not be required to be timetabled both before and after the core hours on any given day.

16. Allocation of Duties in High Schools

- 16.1 Teachers (other than teachers in training), head teachers and deputy principals in high schools may be required to teach the following periods (or their time equivalent):

Classification	Teaching periods per week	Periods per week, as determined by the principal, for sport (refer to subclause 16.6)
Teachers in High Schools	28	up to 3
Head Teachers in High Schools	22	up to 3
Deputy Principals in High Schools	14	up to 3

- 16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in subclause 2.3:

Classification	Additional Alternate Periods
	per term
Teachers in High Schools	Up to 6
Head Teachers in High Schools	Up to 5
Deputy Principals in High Schools	Up to 3

- 16.3 Provided that such alternate periods shall be allocated:

16.3.1 with due regard to the non-teaching duties required to be performed by the teacher, head teacher or deputy principal; and

16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.

- 16.4 Nothing in subclauses 16.1 to 16.3 shall preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.
- 16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.35.
- 16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.
- 16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

- 17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher shall not be exceeded.
- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, shall be entitled to an equivalent period of time off during the week. Wherever possible, the time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

18. Alternative Work Organisation

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;

- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;
- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Secretary or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal shall be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools to facilitate flexibility in order to respond to increasing student enrolments.

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer shall be determined by the Secretary.
- 20.2 The Secretary shall determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

21. Calculation of Service

- 21.1 In calculating the years of service for the purposes of this award, the following shall not be taken into account:
- 21.1.1 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award;
- 21.1.2 any leave of absence without pay exceeding five days in any year of service;
- 21.1.3 any time period necessary to give full effect to a reduction in salary imposed by the Secretary under the provisions of the *Teaching Service Act 1980*.

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, and the temporary teacher/school counsellor demonstrating continuing efficiency in teaching / counselling practice via an annual performance and development plan, satisfactory performance and professional growth, shall be entitled to be maintained on the salary level for a promotions position after each 12 months of service. Salary progression for temporary teachers and school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12 and 3.13 to 3.19 respectively.
- 22.5 Subject to the provisions of clause 21, and demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at subclause 3.21 shall be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the salary scale following the completion of 203 days of service irrespective of breaks in that service.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 4, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 4, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the *Long Service Leave Act* 1955 and Determination 5 of 2006, Casual School Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.
- 23.7 Casual teachers will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their accreditation. Accreditation requirements for teachers are prescribed at subclause 3.5.
- 23.8 Casual teachers who commence work at the Band 1 rate of pay will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the Band 2 rate of pay if they have attained the relevant accreditation.

- 23.9 Casual School Counsellors will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their registration. Registration requirements for Band 1 and Band 2 are prescribed at clause 3.20 and 3.26.

24. Relief in TP1 or AP1 Position or Principal - Environmental Education Centre or Hospital School Grade 1

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 4, Table 2; and
- 24.1.2 a temporary teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a TP1 or AP1 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the TP1 or AP1 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

25. Training and Development

- 25.1 The Secretary shall schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Secretary shall approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Secretary shall also provide a program of training and development opportunities for staff outside of school hours.

26. Multi Skilling

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Secretary may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
- 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
- 26.1.2 secondary teachers to teach across subject areas in high schools; and
- 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.
- 26.2 The Secretary shall:
- 26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and
- 26.2.2 designate any appropriate qualifications and training or course accreditation requirements.
- 26.3 To retrain teachers for identified priority areas, the Secretary shall establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

- 27.1 The Secretary or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Secretary pursuant to subclauses 27.1 and 27.2 must be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

28. Other Rates of Pay

- 28.1 Other rates of pay in schools shall be paid in terms of Schedule 5.

29. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

- 29.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 10.

30. Teachers in Residential Agricultural High Schools - Special Conditions

- 30.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 11.

31. Dispute Resolution Procedures

- 31.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 31.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.
- 31.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the Director, Educational Leadership or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

32. No Further Claims

- 32.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2021, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this clause is to be taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
 - 33.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 33.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

34. Work, Health & Safety

- 34.1 For the purposes of this clause, the following definitions shall apply:
- 34.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
 - 34.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 34.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 34.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - 34.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

34.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

34.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

35. Secondary College of Languages

35.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.8 of Schedule 12) at the Secondary College of Languages are exclusively as provided for in Schedule 12 to this award.

35.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act.

36. Educational Paraprofessionals

36.1 Educational paraprofessionals shall be remunerated in accordance with Schedule 6 of this award depending on their qualifications. Educational Paraprofessionals shall be entitled to progress along or be maintained on the Educational Paraprofessional salary scale after each 203 days of service subject to demonstrating satisfactory performance.

36.2 Educational paraprofessionals are employed in conjunction with National Partnership programs, as participants in internship and cadetship programs and as required for other initiatives undertaken in the Department.

37. Australian Professional Standards for Teachers

37.1 The parties agree that the standards used for the determination of teacher salaries under this award will be the seven standards comprising the Australian Professional Standards for Teachers as at December 2013 and set out in Schedule 13 to this award.

37.2 Achievement of these standards will be demonstrated through accreditation and maintenance at the Proficient teacher level and Highly Accomplished teacher level in line with the requirements of the Authority.

38. Area, Incidence and Duration

38.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 15 May 2020 (388 I.G. 1) and all variations thereof.

38.3 This award shall commence on and from 1 January 2020 and remain in force until 31 December 2021.

SCHEDULE 1A**TEACHER SALARIES - STANDARDS BASED REMUNERATION 2020-2022**

The following salary scale applies to teachers.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Band 1(Graduate)	70,652	72,263	73,737
Band 2(Proficient)	85,214	87,157	88,935
Band 2.1	92,492	94,601	96,531
Band 2.2	96,138	98,330	100,336
Band 2.3	105,376	107,779	109,978
Band 3 (Highly Accomplished/Lead)	112,163	114,720	117,060

SCHEDULE 1B**SCHOOL COUNSELLOR SALARIES – 1 July 2020 to 2022**

The following salary scale applies to school counsellors.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Band 1 (Eligibility for registration with the Psychology Board)	70,652	72,263	73,737
Band 2 (Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board.)	85,214	87,157	88,935
Band 2.1	92,492	94,601	96,531
Band 2.2	96,138	98,330	100,336
Band 2.3	105,376	107,779	109,978
Band 3 (Evidence against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.)	112,163	114,720	117,060

SCHEDULE 1C**Home School Liaison Officer, Aboriginal Student Liaison Officer, Education Officer - SALARY SCALE – 1 July 2020 to 2022**

The following salary scale applies to existing education officers, home school liaison officers, and Aboriginal student liaison officers who are unable to achieve accreditation with NESAs.

Current Salary steps	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Step 13	105,376	107,779	109,978
Step 12	96,138	98,330	100,336
Step 11	92,492	94,601	96,531
Step 10	88,853	90,879	92,733
Step 9	85,214	87,157	88,935
Step 8	81,576	83,436	85,138
Step 7	77,932	79,709	81,335
Step 6	74,288	75,982	77,532
Step 5	70,652	72,263	73,737

SCHEDULE 2A**PRINCIPAL CLASSIFICATION STRUCTURE 2020-2022**

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Teaching Principal 1 (TP1) or Associate Principal	121,273	124,038	126,568
Teaching Principal 2 (TP2) or Associate Principal	141,594	144,822	147,776
P1 (Base level)	145,479	148,796	151,831
P2 (Base level + 11,105 complexity loading)	156,584	160,154	163,421
P3 (Base level + 28,046 complexity loading)	173,525	177,481	181,102
P4 (Base level + 35,634 complexity loading)	181,113	185,242	189,021
P5 (Base level + 41,186 complexity loading)	186,665	190,921	194,816

SCHEDULE 2B**FORMER PRINCIPAL CLASSIFICATION STRUCTURE 2020-2022**

The following salary scale applies to existing principals who did not opt-in to the principal classification structure at 2A.

Table 1

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
High School Principal			
Grade 1 (PH1)	181,113	185,242	189,021
Grade 2 (PH2)	173,525	177,481	181,102
Central School Principal			
PC1	171,027	174,926	178,494
PC2	157,712	161,308	164,599
PC3	151,325	154,775	157,932
PC4	146,244	149,578	152,629
Primary School Principal			
PP1	169,370	173,232	176,766
PP2	156,184	159,745	163,004
PP3	149,856	153,273	156,400
PP4	144,829	148,131	151,153
PP5	141,594	144,822	147,776
PP6	121,273	124,038	126,568
Principal - Environmental Education Centre or Hospital School Grade 2	141,594	144,822	147,776
Principal - Environmental Education Centre or Hospital School Grade 1	121,273	124,038	126,568

Table 2

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Executive Principal, Connected Communities	200,134	204,697	208,873

Note: The new principal classification structure which commenced in 2016 does not apply to the position of Executive Principal, Connected Communities.

SCHEDULE 3**OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE – 2020-2022**

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
School based teaching service			
High School Deputy Principal	141,594	144,822	147,776
Deputy Principal (Secondary) Central School	141,594	144,822	147,776
Primary School Deputy Principal	141,594	144,822	147,776
Deputy Principal (Primary) Central School	141,594	144,822	147,776
Assistant Principal Primary School	121,273	124,038	126,568
Assistant Principal Central School	121,273	124,038	126,568
Head Teacher High School	121,273	124,038	126,568
Head Teacher Central School	121,273	124,038	126,568
Leader, Psychology Practice	141,594	144,822	147,776
Senior Psychologist, Education (formerly District Guidance Officer)	121,273	124,038	126,568
Senior Assistant in Schools	108,118	110,583	112,839
Non School based teaching service			
Principal Education Officer	157,891	161,491	164,785
Senior Education Officer Class 2	142,302	145,546	148,515
Senior Education Officer Class 1			
Year 1	121,273	124,038	126,568
Year 2	126,284	129,163	131,798
Year 3	131,295	134,289	137,028

SCHEDULE 4**RATES OF PAY - CASUAL TEACHERS AND SCHOOL COUNSELLORS****Table 1**

Teachers	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Band 1	365.45	373.78	381.41
Band 2	440.76	450.81	460.01

Table 2

In the case of casual teachers relieving in positions of TP1 or AP1 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Casual TP1/AP1 Principal Environmental Education Centre or Hospital School Grade 1	627.27	641.57	654.66

SCHEDULE 5**OTHER RATES OF PAY**

Classification	Rates from the first pay period to commence on or after 1.1.2020 \$ Per day	Rates from the first pay period to commence on or after 1.1.2021 \$ Per day	Rates from the first pay period to commence on or after 1.1.2022 \$ Per day
Increase	2.5%	2.28%	2.04%
Teacher in Charge	27.57	28.20	28.78
Demonstration Schools	11.43	11.69	11.93
Teachers of classes of students with disabilities	15.61	15.97	16.30

SCHEDULE 6**EDUCATIONAL PARAPROFESSIONAL 2020-2022**

	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Step 1	59,731	61,093	62,339
Step 2	63,712	65,165	66,494
Step 3	67,013	68,541	69,939

SCHEDULE 7**ALLOWANCES****Table 1**

	Rates from the first pay period on or after 1.1.2020	Rates from the first pay period on or after 1.1.2021	Rates from the first pay period on or after 1.1.2022
Increase	2.5%	2.28%	2.04%
Schools			
Home School Liaison Officer and Aboriginal Student Liaison Officer	3,094	3,165	3,230
Teacher in Charge	4,793	4,902	5,002
Year Adviser	4,251	4,348	4,437
Teachers other than the principal of classes of students with disabilities	2,717	2,779	2,836
Principals, schools for specific purposes	3,539	3,620	3,694
Principal of Stewart House	18,055	18,467	18,844
In a central school - DP (Primary) AP	2,153	2,202	2,247
Demonstration Schools			
Principal - formerly classified prior to 1 January 2016 as:			
Class PP1	3,125	3,196	3,261
Class PP2	2,773	2,836	2,894
Other promotion positions	2,430	2,485	2,536
Trained teacher	1,974	2,019	2,060
Demonstration lessons			
Teachers in schools required to take demonstration lessons: per lesson	55.62	56.89	58.05
In other schools			
Per half hour lesson	67.26	68.79	70.19
Per 40 minute lesson	89.64	91.68	93.55
Maximum per annum	5,065	5,180	5,286
Residential Agricultural High Schools			
Rostered supervision teachers	11,959	12,232	12,482
Head Teacher (Welfare) residential supervision allowance	1,992	2,037	2,079
Teacher in charge of residential supervision	2,047	2,094	2,137
Principal on call and special responsibility allowance	18,055	18,467	18,844
Deputy principal on call and special responsibility allowance	16,313	16,685	17,025
Supervisor of female students			
Up to 200 students	2,133	2,182	2,227
201-400 students	3,433	3,511	3,583
More than 400 students	4,251	4,348	4,437
Education Officers			
Non Graduate			
Year 2	5,489	5,614	5,729
Year 1	5,489	5,614	5,729
Graduate			
Year 2	4,288	4,386	4,475
Year 1	4,288	4,386	4,475

Table 2

	Amount (*)
Executive Principal, Connected Communities	50,000

- (*) Allowance payable subject to the Executive Principal, Connected Communities satisfying the provisions of subclause 5.9.

SCHEDULE 8

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.

1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.

1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.

1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.

1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:

- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
- (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
- (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
- (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2020	From the first pay period to commence on or after 1.1.2021	From the first pay period to commence on or after 1.1.2022
\$	\$	\$
39	40	41

1.1.7 "School" shall include any school, branch, annex, centre or other establishment to which a teacher is appointed.

1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.

1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Secretary; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.

1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Secretary to take into account any special circumstances.

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates from the first pay period to commence on or after 1.1.2020	Rates from the first pay period to commence on or after 1.1.2021	Rates from the first pay period to commence on or after 1.1.2022
		\$	\$	\$
	Increase	2.5%	2.28%	2.04%
2.1	Teacher without dependent partner	1,460	1,493	1,523
	Teacher with dependent partner	1,726	1,765	1,801
2.2	Teacher without dependent partner	738	755	770
	Teacher with dependent partner	984	1,006	1,027

*The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

3. Part B - Allowances - Isolation from Socio Economic Goods and Services

- 3.1 A teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances

	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Group			
1	4,795	4,904	5,004
2	4,315	4,413	4,503
3	3,834	3,921	4,001
4	3,357	3,434	3,504
5	2,875	2,941	3,001
6	2,400	2,455	2,505
7	1,922	1,966	2,006
8	1,441	1,474	1,504
9	965	987	1,007
10	480	491	501

- 3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.

- 3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

	1st dependent child rates from the first pay period to commence on or after 1.1.2020 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2021 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2022 Per annum \$
Increase	2.5%	2.28%	2.04%
Group 1	574	587	599
Group 2	501	512	522
Group 3	423	433	442
Group 4	349	357	364
Groups 5 and 6	277	283	289
	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2020 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2021 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2022 Per annum \$
Group 1	386	395	403
Group 2	317	324	331
Group 3	239	244	249
Group 4	167	171	174
Groups 5 and 6	91	93	95

4. Part C - Allowances - Motor Vehicle

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances -

Group	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Groups 1, 2 and 3	2,577	2,636	2,690
Groups 4, 5 and 6	1,294	1,324	1,351

5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of this Schedule

5.1 A teacher, when proceeding on vacation leave, shall be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a school included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the *Teaching Services Act* 1980, one vacation journey; and or

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Secretary considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 shall have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses shall be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car shall not require the approval of the Secretary.

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2020 \$	From the first pay period to commence on or after 1.1.2021 \$	From the first pay period to commence on or after 1.1.2022 \$
45	46	47

6. Part E - Reimbursement of Certain Expenses Related to Medical or Dental Treatment

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -

6.1.1 who for the time being is on maternity leave; or

- 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Secretary.
 - 6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
 - 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Secretary, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Secretary may reasonably require.
- 6.4 The Secretary shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Secretary's liability for the same. If any such sum shall be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Secretary shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Secretary may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.
 - 6.6.1 In any such case, the Secretary shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2020	From the first pay period to commence on or after 1.1.2021	From the first pay period to commence on or after 1.1.2022
\$	\$	
39	40	41

- 6.6.2 If a teacher fails to comply with a requirement made by the Secretary under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Secretary in

their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

- 6.8 The Secretary shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
 - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
 - 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
 - 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
 - 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 21 October 2016 (380 I.G. 1292) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Secretary and the Federation;
 - 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
 - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Secretary and the Federation;
 - 8.2.2 elect its own chairperson, who shall not have a casting vote;
 - 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and

8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the *Industrial Relations Act 1996*.

APPENDIX A

ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES

Groupings of Schools

Group 1 (9) Clare Tibooburra	Enngonia Wanaaring	Goodooga CS Weilmoringle	Louth White Cliffs	Marra Creek
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga Cassilis Eumungerie Hargraves Nymboida Rollands Plains Tabulam Yetman	Bonalbo Chandler Girilambone Jugiong Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Bribbaree Dundurrabin Glen Alice Mayrung Premer Rugby Tooraweenah	Burraga Elands Glenreagh Millbank Pyramul Sofala Trunkay	Burren Junction Euabalong West Gwabegar North Star Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah Wattle Flat	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett Community College HS & PS
Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Barkers Vale Bungwahl Dalgety Greenethorpe Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Ben Lomond Bunnaloo Dungowan Hannam Vale Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Balranald Cargo Ellangowan Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Bobin Coolongolook Euchareena Mullengandra Orama Savernake Towamba Willawarrin Woolomin

Group 8 (75) Afterlee Binalong Brocklesby	Ardlethan Binya Burrumbuttock	Attunga Blighty Cabbage Tree	Beckom Boree Creek Carroll	Bemboka Bourke HS & PS Collins Creek
Comboyne Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian	Cowper Duri Ganmain Iuka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock	Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Currabubula Errowanbang Gooloogong Johns River Lowsdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tunable Creek Woodenbong
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island	Barellan Channon, The Coolah Cudal Eungai Iford Mandurama Moteagle	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek	Blandford Clunes Corndale Darlington Pt. Gerogery Kentucky Marrar Murrurundi
Neville Oxley Island Quaama Stratford Uranquinty Wombat	Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale	Adelong Bexhill	Barham HS & PS Bibbenluke	Barrington Bingara	Batlow Binnaway
Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Bodalla Borenore Carcoar Chillingham Cooperook Crowdy Head Dorrigo HS & PS Empire Vale Gilgai	Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gladstone	Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Goolmangar
Goonengerry Huntingdon Kellys Plains	Harrington Jerilderie Kendall	Herons Creek Jindabyne Kinchela	Hillston Jindera Laggan	Howlong Karangi Lansdowne
Lawrence Martindale Nemingha Rous Table Top Tinonee Warren CS Woodburn	Leeville Mathoura Nyngan HS & PS Scotts Head Tanja Tintinhull Wee Waa HS & PS Wyrallah	Lennox Head Millthorpe Smithtown Spring Terrace Tathra Tregeagle Wentworth Yenda	Lockhart Modanville Old Bar Stokers Siding Terranora Tumbulgum Willow Tree Yeoval	Main Arm Upper Mogo Repton Stuarts Point Teven-Tintenbar Uki Wilsons Creek Yerong Creek

SCHEDULE 9**EXCESS TRAVEL AND COMPENSATION FOR TRAVEL ON OFFICIAL BUSINESS****PART A**

Excess Travel

1. Definitions

1.1 For the purpose of Part A of this Schedule:

1.1.1 "Excess travel" means, for the purposes of clauses 3 and 4, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
- (ii) on any day where the teacher is required during the day to travel from one school to another.

1.1.2 "Headquarters" means that school where the major part of the teacher's duties are performed; or if the teacher is appointed to two schools on an equal time basis, then the headquarters school shall be the school nearest to the teacher's place of residence. Provided that where a teacher is appointed to two schools on an equal time basis and has previously had a school nominated as their headquarters school, that school shall be retained as the headquarters while they continue to teach at that school, notwithstanding a change to the other school.

1.1.3 "Teaching Program" means all face to face teaching and other duties that take place during the teacher's normal hours of schooling.

2. Teaching in More Than One School

2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel shall apply:

3. Payment for Excess Travel Time

3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher shall be paid for excess time occupied in travelling, subject to:

3.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.

3.1.2 Periods of less than one quarter of an hour on any one day shall be disregarded.

3.1.3 Travelling time shall not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.

3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

3.1.5 No time spent in performing duties shall be counted as travelling time.

- 3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.
- 3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

$$\frac{\text{Annual Salary}}{365} \times \frac{7}{30} \times \frac{1}{30}$$

- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1A, shall be paid travelling time calculated at the rate applicable to the abovementioned rate.

4. Payment for Excess Travel -

- 4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:

4.1.1 up to 8,000 km per annum - 72 cents per km;

4.1.2 over 8,000 km per annum - 28.8 cents per km.

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Premier's Department.

- 4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, shall be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.
- 4.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 4.4 Provided that when the above deduction in subclause 4.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the follow schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2

41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 4.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 4.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 4.6.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 4.6.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 4.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 4.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

PART B

Compensation for Travel on Official Business

1. Definitions
- 1.1 For the purpose of Part B of this Schedule:
- 1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Secretary for the particular teacher.
- 1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.
- "Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.
2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
- 3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in paragraph 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The Use of a Teacher's Private Motor Vehicle on Official Business is Not Mandatory.
5. Official Business Rate -
- 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:
- 5.1.1 an official vehicle is available;
- 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
- 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
- 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
- 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, and Industrial Relations Commission appearances.
- 6.3 The rate paid is that specified at clause 8 of this schedule.
7. Daily Deduction -
- 7.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way)	Deduction
Kilometres	Kilometres
1	1
2	2

3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 7.2 Provided that when the above deduction in subclause 7.1 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 7.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 7.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 7.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 7.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 7.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

8. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/	Cents Per Km	
		5	Official Business Rate
		72.0	28.8
6	Casual Rate	28.8	

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Secretary, Department of Premier and Cabinet.

SCHEDULE 10**Special. Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers Qualifications and Appointments -**

1. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications to be employed as teachers Shall be eligible to apply for appointment as Home School Liaison Officers.
2. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers shall be eligible to apply for temporary appointment as Aboriginal student liaison officers.
3. A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer shall, subject to Sections 50 and 51 of the Teaching Service Act be temporarily appointed to a specified location and for a specified period determined by the Secretary.

Duties -

4. Home school liaison officers and Aboriginal student liaison officers shall be responsible for those duties as determined by the Secretary and shall be directly responsible to an officer or such other person(s) as determined by the Secretary.

Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer shall, following temporary appointment to specified positions or locations, be required as part of their duties to undergo a course of training of a nature and for a period prescribed by the Secretary.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre shall be eligible for financial assistance as provided by the Department towards the cost of temporary accommodation used while on the course and for travel between their homes in New South Wales and the course at the beginning and end of the course and on one weekend during the course. In addition, travel costs in excess of those for daily travel to the course incurred in attending at locations other than the course centre, on program requirements, shall be reimbursed.

Salaries -

Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher shall continue to receive their current substantive teaching salary and shall continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award. A person not being an officer shall on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and shall progress on the common incremental salary scale on an incremental date determined by the date of their

appointment as a home school liaison officer subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service, of this award.

Aboriginal Student Liaison Officers -

8. Minimum salaries on commencement of employment and progression thereafter under the common incremental salary scale as set out in Schedule 1A of this award are determined as follows:

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:
- 10.1 an allowance as provided for in paragraph 5.2.1 of clause 5, Allowances, and Schedule 7; and
- 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Secretary.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, shall be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer shall be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave shall accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.

15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person with a current approval to teach appointed as a home school liaison officer will, on completion of the period of their appointment, elect to be appointed, pursuant to Section 47 of the Teaching Service Act, as a permanent teacher with priority to all other persons on any teacher employment waiting list. This permanent appointment will not be probationary as provided for in Section 48 of the Teaching Service Act. The home school liaison officer may always elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

18. An officer appointed as an Aboriginal student liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

SCHEDULE 11

Special. Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -
 - 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Secretary.
 - 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.
2. All new vacant positions shall be deemed to be special fitness positions, provided that the Secretary shall retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools shall be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.
5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.
7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.

8. The duties of the head teachers (welfare) shall include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.61 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 7.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.
 - 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
 - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
 - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall

operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.

- 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
- 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
- 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 7.
15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department shall investigate providing
- 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.
- 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

SCHEDULE 12

Secondary College of Languages

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment

5. Allocation to Centres and Classes
6. Duties as Directed
7. Remuneration
8. Travel Expenses
9. Training and Development
10. Recognition of Service
11. Anti-Discrimination
12. Parental Leave and Other Entitlements
13. Dispute Resolution Procedures
14. Deduction of Union Membership Fees
15. Work, Health and Safety

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 "Accredited" means a teacher who has demonstrated the Australian Professional Standards for Teachers at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.2 "Anti-Discrimination Act" means the *Anti-Discrimination Act 1977*
- 2.3 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.4 "Centre" means a location at which language teaching and learning is conducted by the Secondary College of Languages.
- 2.5 "Casual Secondary College of Languages Teacher" means an employee who is engaged on an hourly rate of pay in the Teaching Service at the Secondary College of Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Secondary College of Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education.
- 2.8 "Employee" means a person employed as a supervisor, assistant supervisor, curriculum coordinator or teacher at the Secondary College of Languages by the Secretary or delegate under the provisions of the Teaching Service Act.
- 2.9 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.10 "Industrial Relations Act" means the *Industrial Relations Act 1996*
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the Industrial Relations Act.
- 2.12 "Parties" means the Department and the Federation.
- 2.13 "Principal, Secondary College of Languages" means the officer appointed by the Secretary to be responsible for the operation of the Secondary College of Languages.
- 2.14 "Secondary College of Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.15 "Secondary College of Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.

- 2.16 "Secretary" means the Secretary of Education.
- 2.17 "Sessional Secondary College of Language Teacher or other employee" means an employee who is employed as a supervisor, assistant supervisor or curriculum co-ordinator on a temporary basis. The definition of temporary teacher provided for in clause 2.62 of the award does not include sessional Secondary College of Language teacher.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Secondary College of Languages.
- 2.19 "Teacher Accreditation Act" means the *Teacher Accreditation Act* 2004.
- 2.20 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.21 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.22 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual basis under the Teaching Service Act.

3. Employment Jurisdiction

- 3.1 Casual Secondary College of Language teachers and sessional Secondary College of Language supervisors, assistant supervisors and curriculum co-ordinators are employed in accordance with the Teaching Service Act.

4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Secondary College of Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment will continue and be conditional on:
- 4.2.1 the Secondary College of Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 Satisfactory performance of duties shall be appraised by participation in the Performance Development Framework.
- 4.4 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclause 4.5 of this clause.
- 4.5 Secondary College of Language supervisors, assistant supervisors, curriculum co-ordinators and teachers must be accredited.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes shall be the responsibility of the Principal, Secondary College of Languages. The Principal shall consider the following matters in the allocation to Centres and classes:
- 5.1.1 continuity of educational programs;
- 5.1.2 distance travelled from home to centre; and
- 5.1.3 curriculum needs of the centre.

6. Duties as Directed

- 6.1 The Secretary, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Secretary pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

7. Remuneration

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Secondary College of Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Secondary College of Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Casual Secondary College of Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for this classification of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For a Casual Secondary School of Languages Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Secondary College of Languages before that work is undertaken. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 A Casual Secondary College of Language Teacher's approved paid hours as prescribed in subclause 7.6 includes 0.5 hours preparation time and 0.25 hours playground duty.

7.9 During the 0.5 hours preparation time Casual Secondary College of Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.

7.10 Salary packaging

7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

7.10.4.2 any administrative fees.

7.10.5 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

7.10.5.1 Superannuation Guarantee Contributions;

7.10.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

7.10.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

8. Travel Expenses

8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.

8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Secondary College of Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The

appropriateness of the activities shall be determined by the Principal, Secondary College of Languages in consultation with Supervisors.

- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Secondary College of Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 The Performance and Development Framework applies to all teachers in all classifications at the Secondary College of Languages.

10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, shall have service at the Secondary College of Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Secondary College of Languages, pursuant to clause 7, Remuneration, shall be equivalent to one day of service.
- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department shall have service at the Secondary College of Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

11. Anti-Discrimination

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

12. Parental Leave and Other Entitlements

12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act). The following provisions shall also apply in addition to those set out in the Industrial Relations Act).

12.1.1 The Secretary must not fail to re-engage an employee who meets the definition of a regular casual employee because:

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

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

12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 12.2.4, and the notice requirements set out in 12.2.5.

12.2.2 The Secretary 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 employee is not entitled to any payment for the period of non-attendance.

12.2.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not to engage an employee are otherwise not affected.

12.2.4 The employee shall, if required,

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

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

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.3 Bereavement entitlements

12.3.1 Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).

12.3.2 The Secretary 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 employee is not entitled to any payment for the period of non-attendance.

12.3.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a employee are otherwise not affected.

12.3.4 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.4 The entitlement in accordance with this clause is subject to:

12.4.1 the employee being responsible for the care and support of the person concerned; and

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

13. Dispute Resolution Procedures

13.1 Subject to the provisions of the Industrial Relations Act, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:

13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.

13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the

Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

- 13.2 Where the above procedures in subclause 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission.

14. Deduction of Union Membership Fees

- 14.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject 14.1 and 14.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Work, Health and Safety

- 15.1 For the purposes of this clause, the following definitions shall apply:
- 15.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 15.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 15.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 15.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

15.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

15.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

15.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

Table 1- Remuneration, Monetary Rates

Secondary College of Languages

Classification	Saturday sessional rate from the first pay period to commence on or after 1.1.2021 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2022 \$
Increase	2.28%	2.04%
Supervisor	823.13	839.92
Assistant Supervisor	652.22	665.53
Curriculum Coordinator	652.22	665.53

Classification	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2021 \$	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2022 \$
Increase	2.28%	2.04%
Supervisor	137.19	139.99
Assistant Supervisor	108.71	110.93
Curriculum Coordinator	108.71	110.93
Teacher	89.33	91.15

SCHEDULE 13

Australian Professional Standards for Teachers

Standard 1 - know students and how they learn

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Physical, social and intellectual development and characteristics of students	1.1.1 Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning.	1.1.2 Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning.	1.1.3 Select from a flexible and effective repertoire of teaching strategies to suit physical, social and intellectual development and characteristics of students.	1.1.4 Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and Characteristics of students.

Understand how students learn	1.2.1 Demonstrate knowledge and understanding of research into how students learn and the implications for teaching.	1.2.2 Structure teaching programs using research and collegial advice about how students learn.	1.2.3 Expand understanding of how students learn using research and workplace knowledge.	1.2.4 Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn.
Students with diverse linguistic, cultural, religious and socio economic backgrounds	1.3.1 Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.2 Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.3 Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.4 Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socio economic backgrounds.
Strategies for teaching Aboriginal and Torres Strait Islander students	1.4.1 Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Islander backgrounds.	1.4.2 Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Torres Strait Islander students.	1.4.3 Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of Community representatives.	1.4.4 Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships representatives and parents/carers.
Differentiate teaching to meet the specific learning needs of students across the full range of abilities	1.5.1 Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.	1.5.2 Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities.	1.5.3 Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities.	1.5.4 Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.
Strategies to support full participation of students with disability	1.6.1 Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support the participation and learning of students with disability.	1.6.2 Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative	1.6.3 Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and	1.6.4 Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies.

		requirements.	learning of students with disability.	
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Standard 2 - know the content and how to teach it

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Content and teaching strategies of the teaching area	2.1.1 Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area	2.1.2 Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.	2.1.3 Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs.	2.1.4 Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs.
Content selection and organisation	2.2.1 Organise content into an effective learning and teaching sequence.	2.2.2 Organise content into coherent, well-sequenced learning and teaching programs.	2.2.3 Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs.	2.2.4 Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs.
Curriculum, assessment and reporting	2.3.1 Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans.	2.3.2 Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements.	2.3.3 Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements.	2.3.4 Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements.
Understand and respect Aboriginal and Torres Strait Islander people to Promote reconciliation Between Indigenous and non-Indigenous Australians	2.4.1 Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.2 Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.3 Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.4 Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.

Literacy and numeracy strategies	2.5.1 Know and understand literacy and numeracy teaching strategies and their application in teaching areas.	2.5.2 Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement.	2.5.3 Support colleagues to implement effective teaching strategies to improve students' literacy and Numeracy achievement.	2.5.4 Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data.
Information and Communication Technology (ICT)	2.6.1 Implement teaching strategies for using ICT to expand curriculum learning opportunities for students.	2.6.2 Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful.	2.6.3 Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful.	2.6.4 Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students.

Standard 3 - plan for and implement effective teaching and learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Establish Challenging learning goals	3.1.1 Set learning goals that provide achievable challenges for students of varying abilities and characteristics.	3.1.2 Set explicit, challenging and achievable learning goals for all students.	3.1.3 Develop a culture of high expectations for all students by modelling and setting challenging learning goals.	3.1.4 Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education.
Plan, structure and sequence learning programs	3.2.1 Plan lesson sequences using knowledge of student learning, content and effective teaching strategies.	3.2.2 Plan and implement well structured learning and teaching programs or lesson sequences that engage students and promote learning.	3.2.3 Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students.	3.2.4 Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills.
Use teaching strategies	3.3.1 Include a range of teaching strategies in teaching.	3.3.2 Select and use relevant teaching strategies to Develop knowledge skills, problem	3.3.3 Support colleagues to select and apply effective teaching strategies to develop knowledge,	3.3.4 Work with colleagues to review, modify and expand their repertoire of

		solving and critical creative thinking.	skills, problem solving and critical and creative thinking.	teaching strategies to enable students to use knowledge, skills, problem solving and critical and creative thinking.
Select and use resources	3.4.1 Demonstrate knowledge of a range of resources, including ICT, that engage students in their learning.	3.4.2 Select and/or create and use a range of resources, including ICT, to engage students in their learning.	3.4.3 Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning.	3.4.4 Model exemplary skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school.
Use effective classroom communication	3.5.1 Demonstrate a range of verbal and non-verbal communication strategies to support student engagement.	3.5.2 Use effective verbal and non-verbal communication strategies to support student understanding, participation engagement and achievement.	3.5.3 Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.	3.5.4 Demonstrate and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement.
Evaluate and improve teaching programs	3.6.1 Demonstrate broad knowledge of strategies that can be used to evaluate teaching programs to improve student learning.	3.6.2 Evaluate personal teaching and learning programs using evidence, including feedback from students and student assessment data to inform planning.	3.6.3 Work with colleagues to review current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices.	3.6.4 Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues.
Engage parents/carers in the educative process	3.7.1 Describe a broad range of strategies for involving parents/carers in the educative process	3.7.2 Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.3 Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.4 Initiate contextually relevant processes to establish programs that involve parents/carers in the education of their children and broader school priorities and activities.

Standard 4 -create and maintain supportive and safe learning environments

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Support student participation	4.1.1 Identify strategies to support inclusive student participation and engagement in classroom activities.	4.1.2 Establish and implement inclusive and positive interactions to engage and support all students in classroom activities.	4.1.3 Model effective practice and support colleagues to implement inclusive strategies that engage and support all students.	4.1.4 Demonstrate and lead by example the development of productive and inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students.
Manage classroom activities	4.2.1 Demonstrate the capacity to organise classroom activities and provide clear directions.	4.2.2 Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks.	4.2.3 Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities.	4.2.4 Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning.
Manage challenging behaviour	4.3.1 Demonstrate knowledge of practical approaches to manage challenging behaviour.	4.3.2 Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully.	4.3.3 Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience.	4.3.4 Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies.
Maintain student safety	4.4.1 Describe strategies that support students' wellbeing and safety working within school and/or system, curriculum and legislative requirements.	4.4.2 Ensure students' wellbeing and safety within school by implementing school and/or system, curriculum and legislative requirements.	4.4.3 Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety.	4.4.4 Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices.
Use ICT safely, responsibly and ethically	4.5.1 Demonstrate an understanding of the relevant issues and the strategies available to support the safe, responsible	4.5.2 Incorporate strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.3 Model, and support colleagues to develop, strategies to promote the safe, responsible and ethical use of	4.5.4 Review or implement new policies and strategies to ensure the safe, responsible and ethical use of

	and ethical use of ICT in learning and teaching.		ICT in learning and teaching.	ICT in learning and teaching.
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Standard 5 - assess, provide feedback and report on student learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Assess student learning	5.1.1 Demonstrate understanding of assessment strategies including, informal and formal, diagnostic, formative and summative approaches to assess student learning.	5.1.2 Develop, select and use informal and formal, diagnostic, formative and summative assessment strategies to assess student learning	5.1.3 Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment.	5.1.4 Evaluate school assessment policies and strategies to support colleagues with: using assessment data to diagnose learning needs, complying with curriculum, system and/or school assessment requirements and using a range of assessment strategies.
Provide feedback to students on their learning	5.2.1 Demonstrate an understanding of the purpose of providing timely and appropriate feedback to students about their learning	5.2.2 Provide timely, effective and appropriate feedback to students about their achievement relative to their learning goals.	5.2.3 Select from an effective range of strategies to provide targeted feedback based on informed and timely judgements of each student's current needs in order to progress learning.	5.2.4 Model exemplary practice and initiate programs to support colleagues in applying a range of timely, effective and appropriate feedback strategies.
Make consistent and comparable judgements	5.3.1 Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning.	5.3.2 Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning.	5.3.3 Organise assessment moderation activities that support consistent and comparable judgements of student learning.	5.3.4 Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements.
Interpret student data	5.4.1 Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice.	5.4.2 Use student assessment data to analyse and evaluate student understanding of subject/ content, identifying interventions and modifying teaching practice.	5.4.3 Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice.	5.4.4 Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.

Report on student achievement	5.5.1 Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement.	5.5.2 Report clearly, accurately and respectfully to students and parents/ carers about student achievement making use of accurate and reliable records.	5.5.3 Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement.	5.5.4 Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues.
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Standard 6 - engage in professional learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Identify and plan professional learning needs	6.1.1 Demonstrate an understanding of the role of the National Professional Standards for Teachers in Identifying Professional learning needs.	6.1.2 Use the National Professional Standards for Teachers and advice from colleagues to identify and plan professional learning needs.	6.1.3 Analyse the National Professional Standards for Teachers to plan personal professional development goals, support colleagues to identify and achieve personal development goals and pre-service teachers to improve classroom practice.	6.1.4 Use comprehensive knowledge of the National Professional Standards for Teachers to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers.
Engage in professional learning and improve practice	6.2.1 Understand the relevant and appropriate sources of professional learning for teachers.	6.2.2 Participate in learning to update knowledge and practice, targeted to professional needs and school and/or system priorities.	6.2.3 Plan for professional learning by accessing and critiquing relevant research, engage in high quality targeted opportunities to improve practice and offer quality placements for pre-service teachers where applicable.	6.2.4 Initiate collaborative relationships to expand professional learning opportunities, engage in research, and provide quality opportunities and placements for pre-service teachers.
Engage with colleagues and improve practice	6.3.1 Seek and apply Constructive feedback from supervisors and teachers to improve teaching practices.	6.3.2 Contribute to collegial discussions and apply constructive feedback from colleagues to improve professional knowledge and practice.	6.3.3 Initiate and engage in professional discussions with colleagues in a range of forums to evaluate practice directed at improving professional knowledge and practice, and the	6.3.4 Implement Professional dialogue within the school or professional learning network(s) that is informed by feedback, analysis of current research and practice to improve the

			educational outcomes of students.	educational outcomes of students.
Apply professional Learning and improve student learning	6.4.1 Demonstrate an understanding of the rationale for Continued Professional learning and the implications for improved student learning.	6.4.2 Undertake professional learning programs designed to address identified student learning needs.	6.4.3 Engage with colleagues to evaluate the effectiveness of teacher professional learning activities to address student learning needs.	6.4.4 Advocate for, participate in and lead strategies to support high-quality professional learning opportunities for colleagues that focus on improved student learning.

Standard 7 - engage professionally with colleagues, parents/carers and the community

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Meet professional ethics and responsibilities	7.1.1 Understand and apply the key Principles described in codes of ethics and conduct for the teaching profession.	7.1.2 Meet codes of ethics and conduct established by regulatory authorities, systems and schools.	7.1.3 Maintain high ethical standards and support colleagues to interpret codes of ethics and exercise sound judgement in all school and community contexts.	7.1.4 Model exemplary ethical behaviour and exercise informed judgements in all professional dealings with students, colleagues and the community.
Comply with legislative, administrative and organisational requirements	7.2.1 Understand the relevant legislative, administrative and Organisational polices and processes required for teachers according to school stage.	7.2.2 Understand the implications of and comply with relevant legislative, administrative and organisational and professional requirements, polices and processes.	7.2.3 Support colleagues to review and interpret legislative, administrative, and organisational requirements, policies and processes.	7.2.4 Initiate, develop and implement relevant policies and processes to support colleagues' compliance with and understanding of existing and new legislative, administrative, organisational and professional responsibilities.
Engage with the parents/carers	7.3.1 Understand strategies for working effectively, sensitively and confidentially with parents/carers.	7.3.2 Establish and maintain respectful collaborative relationships with parents/carers regarding their children's learning and well-being.	7.3.3 Demonstrate responsiveness in all communications with parents/carers about their children's learning and well-being.	7.3.4 Identify, initiate and build on opportunities that engage parents/carers in both the progress of their children's learning and in the educational priorities of the school.

Engage with Professional teaching networks and broader communities	7.4.1 Understand the role of external professionals and community representatives in broadening teachers' professional knowledge and practice.	7.4.2 Participate in professional and community networks and forums to broaden knowledge and improve practice.	7.4.3 Contribute to professional networks and associations and build productive links with the wider community to improve teaching and learning.	7.4.4 Take a leadership role in professional and community networks and support the involvement of colleagues in external learning opportunities.
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N. CONSTANT, *Chief Commissioner*

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CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 334627 of 2021)

Before Commissioner Murphy

23 December 2021

VARIATION

1. Delete clause 1, Arrangement, of award published 15 May 2020 (388 I.G. 1) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries
4.	Deduction of Union Membership Fees
5.	Allowances
6.	Salary Progression and Maintenance
7.	Performance and Development Processes for Teachers
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
11.	Deferred Salary Scheme
12.	Compensation for Travel on Department Business
13.	Assessment and Reporting and Quality of Educational Outcomes
14.	Teacher Efficiency Process
15.	Teaching Hours for Years 11 and 12
16.	Allocation of Duties in High Schools
17.	Teaching Outside Normal School Hours
18.	Alternative Work Organisation
19.	Teachers Appointed to More than One School
20.	Qualifications, Recruitment and Training
21.	Calculation of Service
22.	Temporary Teachers
23.	Casual Teachers
24.	Relief in TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	Other Rates of Pay
29.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
30.	Teachers in Residential Agricultural High Schools - Special Conditions
31.	Dispute Resolution Procedures

32. No Further Claims
33. Anti-discrimination
34. Work Health & Safety
35. Secondary College of Languages
36. Educational Paraprofessionals
37. Australian Professional Standards for Teachers
38. Area, Incidence and Duration

SCHEDULES

- Schedule 1A - Teacher Salaries - Standards Based Remuneration - 2020 to 2022
- Schedule 1B - Salaries - School Counsellor Salaries - Standards Based Remuneration - From 1 July 2020 to 2022
- Schedule 1C - Salaries - Education Officers/Home School Liaison Officers/ Aboriginal Student Liaison Officers - From 1 July 2020 to 2022
- Schedule 2A - Salaries - Principals - New Classification Structure - 2020 to 2022
- Schedule 2B - Salaries - Principals - Former Principal Classification Structure - 2020 to 2022
- Schedule 3 - Salaries - Other Promotion Classifications in the Teaching Service
- Schedule 4 - Rates of Pay - Casual Teachers - 2020 to 2022
- Schedule 5 - Other Rates of Pay - 2020 to 2022
- Schedule 6 - Rates of Pay - Educational Paraprofessionals
- Schedule 7 - Allowances
- Schedule 8 - Locality Allowances
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 12 - Secondary College of Languages - 2022
- Schedule 13 - Australian Professional Standards for Teachers

2. Substitute references to "Saturday School of Community Languages" with "Secondary College of Languages", wherever it appears in the award.
3. Substitute the word "shall" with "must" where it appears in subclauses 2.20, 4.3, 4.4, 4.5, 9.1, 15.2 and 27.3.
4. Delete subclauses 2.28 and 2.29 of clause 2, Dictionary, and renumber the existing subclauses accordingly and update references to the renumbered subclauses wherever it appears in the Award.
5. Delete clause 3, Salaries, and insert in lieu thereof the following:

3. Salaries

Teachers

- 3.1 Salaries and rates of pay for teachers and teachers at the Secondary College of Languages, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors shall be paid in accordance with this clause and Schedules 1A, 1B, 1C, 4, 5, 12. These salaries will be increased by:
 - 3.1.1 2.5% from the first pay period commencing on or after 1 January 2020;

3.1.2 2.28% from the first pay period commencing on or after 1 January 2021; and

3.1.3 2.04% from the first pay period commencing on or after 1 January 2022.

Principals

3.2 Salaries and rates of pay for principals shall be paid in accordance with this clause and Schedules 2A and 2B. These salaries will be increased by:

3.2.1 2.5% from the first pay period commencing on or after 1 January 2020;

3.2.2 2.28% from the first pay period commencing on or after 1 January 2021, and

3.2.3 2.04% from the first pay period commencing on or after 1 January 2022.

Other Promotions Classifications in the Teaching Service

3.3 Salaries and rates of pay for the officers and temporary employees shall be paid in accordance with this clause and Schedule 3. These salaries will be increased by:

3.3.1 2.5% from the first pay period commencing on or after 1 January 2020;

3.3.2 2.28% from the first pay period commencing on or after 1 January 2021; and

3.3.3 2.04% from the first pay period commencing on or after 1 January 2022.

Allowances

3.4 Allowances under this award will be increased by:

3.4.1 2.5% from the first pay period commencing on or after 1 January 2020;

3.4.2 2.28% from the first pay period commencing on or after 1 January 2021 and

3.4.3 2.04% from the first pay period commencing on or after 1 January 2022.

Teachers

3.5 The rates of pay for teachers will be in accordance with the teacher's level of accreditation on commencement of employment.

3.5.1 A teacher with accreditation at Graduate will commence on the Band 1 salary.

3.5.2 A teacher with accreditation at Proficient will commence on the Band 2 salary.

3.5.3 A teacher with accreditation at Highly Accomplished/Lead will commence on the Band 3 salary.

The salary bands are as follows.

Band 1	(Graduate)
Band 2	(Proficient)
Band 2	(Proficient) Band 2.1
Band 2	(Proficient) Band 2.2
Band 2	(Proficient) Band 2.3
Band 3	(Highly Accomplished/Lead)

3.6 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time and subject to the satisfactory performance of their

duties. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.

- 3.7 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.
- 3.8 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.
- 3.9 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished/Lead accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Highly Accomplished/Lead but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3
- 3.10 For the purpose of salary progression, one year of full time service is 203 days.
- 3.11 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.
- 3.12 Salaries and rates of pay for teachers shall be paid in accordance with clauses 3.5 to 3.12 and Schedule 1A.

School Counsellors

- 3.13 The rates of pay for school counsellors will be in accordance with the school counsellor's level of registration and or teachers accreditation on commencement of employment.
- 3.13.1 A school counsellor with eligibility for registration with the Psychology Board will commence on the Band 1 salary.
- 3.13.2 A school counsellor with established certification against the Professional Practice Framework (PPF) and a minimum of provisional registration with the Psychology Board will commence on the Band 2 salary.
- 3.13.3 A school counsellor with evidence against the PPF, full registration with the Psychology Board and proficient accreditation with NESAs will commence on the Band 3 salary.
- 3.13.4 A school counsellor who is an existing teacher with the Department at the time of commencing employment as a school counsellor will be paid no less than the applicable classroom teacher rate from Schedule 1A, up to a maximum of Band 2.3, on commencement as a school counsellor.

The salary bands are as follows.

Band 1	Eligibility for registration with the Psychology Board
Band 2	Established Certification against the PPF and a minimum of Provisional registration with the Psychology Board.
Band 2	(Established Certification) Band 2.1
Band 2	(Established Certification) Band 2.2
Band 2	(Established Certification) Band 2.3
Band 3	Advanced Certification against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.

- 3.14 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of established certification against the PPF and a minimum of provisional registration with the Psychology Board for school counsellors who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties. For those school counsellors who have confirmation of established certification against the PPF and a minimum of provisional registration with the Psychology Board but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3.15 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties.
- 3.16 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties.
- 3.17 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after advanced certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs for school counsellors who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those school counsellors who have advanced certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3
- 3.18 For the purpose of salary progression, one year of full time service is 203 days.
- 3.19 Payment of salaries under this clause is conditional upon a school counsellor maintaining the appropriate level of registration/certification/accreditation.
- 3.20 Salaries and rates of pay for school counsellors shall be paid in accordance with clauses 3.13 to 3.19 and Schedule 1B.

Education Officers/HSLO/ASLO/ - Salary Scale - From 1 July 2020

- 3.21 Education Officers, Home School Liaison Officers and Aboriginal Student Liaison Officers who are not eligible for standards based remuneration will be remunerated on the salary scale at Schedule 1C. Salaries and rates of pay for EO's/HLSO's/ASLO's shall be paid in accordance with clauses 3.21 to 3.23 and Schedule 1C.
- 3.22 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the salary scale in Schedule at 1C are set out in the table below:

Classification	Minimum starting salary	Maximum salary
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 5	Step 13
Graduates without teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13

- 3.23 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service, officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the salary scale as set out in Schedule 1C.

Principal Classification Structure

- 3.24 Principals will be classified as follows and paid in accordance with Schedule 2A.
- 3.24.1 Teaching Principal (TP1) or Associate Principal
 - 3.24.2 Teaching Principal (TP2) or Associate Principal
 - 3.24.3 Principal 1 (P1)
 - 3.24.4 Principal 2 (P2)
 - 3.24.5 Principal 3 (P3)
 - 3.24.6 Principal 4 (P4)
 - 3.24.7 Principal 5 (P5)
- 3.25 The rate of pay for a principal will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.
- 3.26 The principal classification in is derived from the school funding allocation as prescribed by the Purpose of Funding for the Principal Classification document.
- 3.27 An annual review of funding thresholds will take place linked to the release of the school funding allocations and from the previous school year.
- 3.28 Base salaries and complexity loadings will be adjusted where applicable in accordance with subclause 3.2.
- 3.29 In circumstances where the application of the school funding allocation to a school results in a higher principal classification, the principal will, while they remain at that school, receive the new salary effective from Day 1, Term 1 of the following year.
- 3.30 In circumstances where the application of the school funding allocation to a school results in a lower principal classification, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years effective from Day 1, Term 1 of the following year.
- At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2A.
- 3.31 Principals who hold a substantive principal position and choose to remain on the former principal classification structure will be remunerated according to Schedule 2B under the previous enrolment based classification and review procedure with salaries increased in accordance with clause 3.2.
6. Delete clause 6, and insert in lieu thereof the following:

6. Salary Progression and Maintenance

- 6.1 Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.
- 6.2 Salary progression for school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.13 to 3.19.
- 6.3 All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

- 6.4 Those officers prescribed at subclause 3.21 shall be entitled to progress along or be maintained on the salary scale after each 203 days of service subject to the officer demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth for the life of this award.
- 6.5 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
7. Delete clause 22, Temporary Teachers, and insert in lieu thereof the following:

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, and the temporary teacher/school counsellor demonstrating continuing efficiency in teaching/counselling practice via an annual performance and development plan, satisfactory performance and professional growth, shall be entitled to be maintained on the salary level for a promotions position after each 12 months of service. Salary progression for temporary teachers and school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12 and 3.13 to 3.19 respectively.
- 22.5 Subject to the provisions of clause 21, and demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at subclause 3.21 shall be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the salary scale following the completion of 203 days of service irrespective of breaks in that service.
8. Delete the words "From 1 July 2020" after subclause 23.8 of clause 23, Casual Teachers.
9. Delete paragraphs 31.1.3 and 31.1.4 of subclause 31.1 of clause 31, Dispute Resolution Procedures, and insert in lieu thereof the following:
- 31.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the Director, Educational Leadership or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

10. Delete paragraph 34.1.1 of subclause 34.1 of clause 34, Work, Health & Safety and insert in lieu thereof the following:

34.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer

11. Delete clauses 35A and 35B and insert in lieu thereof the following:

35. Secondary College of Languages

- 35.1 The conditions of employment and rates of pay for employees (that term is defined in subclause 2.8 of Schedule 12) at the Secondary College of Languages are exclusively as provided for in Schedule 12 to this award.

- 35.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act.

12. Delete Schedules 1A to 7 and insert in lieu thereof the following:

SCHEDULE 1A

TEACHER SALARIES - STANDARDS BASED REMUNERATION 2020-2022

The following salary scale applies to teachers.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Band 1(Graduate)	70,652	72,263	73,737
Band 2(Proficient)	85,214	87,157	88,935
Band 2.1	92,492	94,601	96,531
Band 2.2	96,138	98,330	100,336
Band 2.3	105,376	107,779	109,978
Band 3 (Highly Accomplished/Lead)	112,163	114,720	117,060

SCHEDULE 1B

SCHOOL COUNSELLOR SALARIES – 1 July 2020 to 2022

The following salary scale applies to school counsellors.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Band 1 (Eligibility for registration with the Psychology Board)	70,652	72,263	73,737

Band 2 (Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board.)	85,214	87,157	88,935
Band 2.1	92,492	94,601	96,531
Band 2.2	96,138	98,330	100,336
Band 2.3	105,376	107,779	109,978
Band 3 (Evidence against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.)	112,163	114,720	117,060

SCHEDULE 1C

Home School Liaison Officer, Aboriginal Student Liaison Officer, Education Officer - SALARY SCALE – 1 July 2020 to 2022

The following salary scale applies to existing education officers, home school liaison officers, and Aboriginal student liaison officers who are unable to achieve accreditation with NESAs.

Current Salary steps	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Step 13	105,376	107,779	109,978
Step 12	96,138	98,330	100,336
Step 11	92,492	94,601	96,531
Step 10	88,853	90,879	92,733
Step 9	85,214	87,157	88,935
Step 8	81,576	83,436	85,138
Step 7	77,932	79,709	81,335
Step 6	74,288	75,982	77,532
Step 5	70,652	72,263	73,737

SCHEDULE 2A

PRINCIPAL CLASSIFICATION STRUCTURE 2020-2022

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Teaching Principal 1(TP1) or Associate	121,273	124,038	126,568
Principal Teaching Principal 2(TP2) or Associate Principal	141,594	144,822	147,776
P1	145,479 (Base level)	148,796 (Base level)	151,831 (Base level)
P2	156,584 (Base level + 11,105 complexity loading)	160,154 (Base level + 11,358 complexity loading)	163,421 (Base level + 11,590 complexity loading)

P3	173,525 (Base level + 28,046 complexity loading)	177,481 (Base level +28,685 complexity loading)	181,102 (Base level +29,271 complexity loading)
P4	181,113 (Base level + 35,634 complexity loading)	185,242 (Base level + 36,446 complexity loading)	189,021 (Base level +37,190 complexity loading)
P5	186,665 (Base level + 41,186 complexity loading)	190,921 (Base level + 42,125 complexity loading)	194,816 (Base level +42,985 complexity loading)

SCHEDULE 2B

FORMER PRINCIPAL CLASSIFICATION STRUCTURE 2020-2022

The following salary scale applies to existing principals who did not opt-in to the principal classification structure at 2A.

Table 1

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
High School Principal			
Grade 1 (PH1)	181,113	185,242	189,021
Grade 2 (PH2)	173,525	177,481	181,102
Central School Principal			
PC1	171,027	174,926	178,494
PC2	157,712	161,308	164,599
PC3	151,325	154,775	157,932
PC4	146,244	149,578	152,629
Primary School Principal			
PP1	169,370	173,232	176,766
PP2	156,184	159,745	163,004
PP3	149,856	153,273	156,400
PP4	144,829	148,131	151,153
PP5	141,594	144,822	147,776
PP6	121,273	124,038	126,568
Principal - Environmental Education Centre or Hospital School Grade 2	141,594	144,822	147,776
Principal - Environmental Education Centre or Hospital School Grade 1	121,273	124,038	126,568

Table 2

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Executive Principal, Connected Communities	200,134	204,697	208,873

Note: The new principal classification structure which commenced in 2016 does not apply to the position of Executive Principal, Connected Communities.

SCHEDULE 3**OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE – 2020-2022**

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
School based teaching service			
High School Deputy Principal	141,594	144,822	147,776
Deputy Principal (Secondary) Central School	141,594	144,822	147,776
Primary School Deputy Principal	141,594	144,822	147,776
Deputy Principal (Primary) Central School	141,594	144,822	147,776
Assistant Principal Primary School	121,273	124,038	126,568
Assistant Principal Central School	121,273	124,038	126,568
Head Teacher High School	121,273	124,038	126,568
Head Teacher Central School	121,273	124,038	126,568
Leader, Psychology Practice	141,594	144,822	147,776
Senior Psychologist, Education (formerly District Guidance Officer)	121,273	124,038	126,568
Senior Assistant in Schools	108,118	110,583	112,839
Non School based teaching service			
Principal Education Officer	157,891	161,491	164,785
Senior Education Officer Class 2	142,302	145,546	148,515
Senior Education Officer Class 1			
Year 1	121,273	124,038	126,568
Year 2	126,284	129,163	131,798
Year 3	131,295	134,289	137,028

SCHEDULE 4**RATES OF PAY - CASUAL TEACHERS AND SCHOOL COUNSELLORS****Table 1**

Teachers	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Band 1	365.45	373.78	381.41
Band 2	440.76	450.81	460.01

Table 2

In the case of casual teachers relieving in positions of TP1 or AP1 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Casual TP1/AP1 Principal Environmental Education Centre or Hospital School Grade 1	627.27	641.57	654.66

SCHEDULE 5**OTHER RATES OF PAY**

Classification	Rates from the first pay period to commence on or after 1.1.2020 \$ Per day	Rates from the first pay period to commence on or after 1.1.2021 \$ Per day	Rates from the first pay period to commence on or after 1.1.2022 \$ Per day
Increase	2.5%	2.28%	2.04%
Teacher in Charge	27.57	28.20	28.78
Demonstration Schools	11.43	11.69	11.93
Teachers of classes of students with disabilities	15.61	15.97	16.30

SCHEDULE 6**EDUCATIONAL PARAPROFESSIONAL 2020-2022**

	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$	Salary from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Step 1	59,731	61,093	62,339
Step 2	63,712	65,165	66,494
Step 3	67,013	68,541	69,939

SCHEDULE 7**ALLOWANCES****Table 1**

	Rates from the first pay period on or after 1.1.2020	Rates from the first pay period on or after 1.1.2021	Rates from the first pay period on or after 1.1.2022
Increase	2.5%	2.28%	2.04%
Schools			
Home School Liaison Officer and Aboriginal Student Liaison Officer	3,094	3,165	3,230
Teacher in Charge	4,793	4,902	5,002
Year Adviser	4,251	4,348	4,437
Teachers other than the principal of classes of students with disabilities	2,717	2,779	2,836
Principals, schools for specific purposes	3,539	3,620	3,694
Principal of Stewart House	18,055	18,467	18,844
In a central school - DP (Primary) AP	2,153	2,202	2,247
Demonstration Schools			
Principal - formerly classified prior to 1 January 2016 as:			
Class PP1	3,125	3,196	3,261
Class PP2	2,773	2,836	2,894
Other promotion positions	2,430	2,485	2,536
Trained teacher	1,974	2,019	2,060
Demonstration lessons			
Teachers in schools required to take demonstration lessons: per lesson	55.62	56.89	58.05
In other schools			
Per half hour lesson	67.26	68.79	70.19
Per 40 minute lesson	89.64	91.68	93.55
Maximum per annum	5,065	5,180	5,286
Residential Agricultural High Schools			
Rostered supervision teachers	11,959	12,232	12,482
Head Teacher (Welfare) residential supervision allowance	1,992	2,037	2,079
Teacher in charge of residential supervision	2,047	2,094	2,137
Principal on call and special responsibility allowance	18,055	18,467	18,844
Deputy principal on call and special responsibility allowance	16,313	16,685	17,025
Supervisor of female students			
Up to 200 students	2,133	2,182	2,227
201-400 students	3,433	3,511	3,583
More than 400 students	4,251	4,348	4,437
Education Officers			
Non Graduate			
Year 2	5,489	5,614	5,729
Year 1	5,489	5,614	5,729
Graduate			
Year 2	4,288	4,386	4,475
Year 1	4,288	4,386	4,475

Table 2

	Amount (*)
Executive Principal, Connected Communities	50,000

(*) Allowance payable subject to the Executive Principal, Connected Communities satisfying the provisions of subclause 5.9.

13. Delete subparagraph (iv) of paragraph 1.1.6 of subclause 1.1 of clause 1, Definitions of Schedule 8, Locality Allowances, and insert in lieu thereof the following:

(iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2020	From the first pay period to commence on or after 1.1.2021	From the first pay period to commence on or after 1.1.2022
\$	\$	\$
39	40	41

14. Delete subclause 2.4 of clause 2, Part A - Allowances - Climatic Disability, of Schedule 8 and insert in lieu thereof the following:

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates from the first pay period to commence on or after 1.1.2020	Rates from the first pay period to commence on or after 1.1.2021	Rates from the first pay period to commence on or after 1.1.2022
		\$	\$	\$
	Increase	2.5%	2.28%	2.04%
2.1	Teacher without dependent partner	1,460	1,493	1,523
	Teacher with dependent partner	1,726	1,765	1,801
2.2	Teacher without dependent partner	738	755	770
	Teacher with dependent partner	984	1,006	1,027

15. Delete subclauses 3.1 to 3.3 of clause 3, Part B - Allowances - Isolation from Socio Economic Goods and Services of Schedule 8 and insert in lieu thereof the following:

3.1 A teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances

	Rates from the first pay period to commence on or after 1.1.2020	Rates from the first pay period to commence on or after 1.1.2021	Rates from the first pay period to commence on or after 1.1.2022
	\$	\$	\$
Increase	2.5%	2.28%	2.04%
Group			
1	4,795	4,904	5,004
2	4,315	4,413	4,503
3	3,834	3,921	4,001
4	3,357	3,434	3,504
5	2,875	2,941	3,001
6	2,400	2,455	2,505
7	1,922	1,966	2,006

8	1,441	1,474	1,504
9	965	987	1,007
10	480	491	501

- 3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.
- 3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

	1st dependent child rates from the first pay period to commence on or after 1.1.2020	1st dependent child rates from the first pay period to commence on or after 1.1.2021	1st dependent child rates from the first pay period to commence on or after 1.1.2022
	Per annum \$	Per annum \$	Per annum \$
Increase	2.5%	2.28%	2.04%
Group 1	574	587	599
Group 2	501	512	522
Group 3	423	433	442
Group 4	349	357	364
Groups 5 and 6	277	283	289
	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2020 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2021 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2022 Per annum \$
Group 1	386	395	403
Group 2	317	324	331
Group 3	239	244	249
Group 4	167	171	174
Groups 5 and 6	91	93	95

16. Delete the table of clause 4 of Part C - Allowances - Motor Vehicle, Schedule 8 and insert in lieu thereof the following:

Group	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$	Rates from the first pay period to commence on or after 1.1.2022 \$
Increase	2.5%	2.28%	2.04%
Groups 1, 2 and 3	2,577	2,636	2,690
Groups 4,5 and 6	1,294	1,324	1,351

17. Delete subclause 5.3 of clause 5, Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of this Schedule, of Schedule 8, and insert in lieu thereof the following:

- 5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2020 \$	From the first pay period to commence on or after 1.1.2021 \$	From the first pay period to commence on or after 1.1.2022 \$
45	46	47

18. Delete paragraph 6.6.1 of subclause 6.6 of clause 6, Part E - Reimbursement of Certain Expenses Related to Medical or Dental Treatment, of Schedule 8 and insert in lieu thereof the following:

6.6.1 In any such case, the Secretary shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2020 \$	From the first pay period to commence on or after 1.1.2021 \$	From the first pay period to commence on or after 1.1.2022 \$
39	40	41

19. Delete subclauses 3.3 and 3.4 of clause 3, Payment for Excess Travel Time, of Schedule 9, Part A and insert in lieu thereof the following:

3.3 Teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1A, shall be paid travelling time calculated at the rate applicable to the abovementioned rate.

20. Delete subclause 4.1 of clause 4, Payment for Excess Travel of Schedule 9, Part A, and insert in lieu thereof the following:

4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:

4.1.1 up to 8,000 km per annum - 72 cents per km;

4.1.2 over 8,000 km per annum - 28.8 cents per km.

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Premier's Department.

21. Delete clause 8, Official Business and Casual Rate, of Schedule 9, Part B and insert in lieu thereof the following:

8. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/	Cents Per Km	
5	Official Business Rate	0 - 8,000 km per annum	8,001 km or more per annum
		72.0	28.8
6	Casual Rate	28.8	

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Secretary, Department of Premier and Cabinet.

22. Delete subclause 1 of Schedule 10 and insert in lieu thereof the following:

1. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications to be employed as teachers Shall be eligible to apply for appointment as Home School Liaison Officers.

23. Delete subclause 17, of Schedule 10 and insert in lieu thereof the following:

17. A person with a current approval to teach appointed as a home school liaison officer will, on completion of the period of their appointment, elect to be appointed, pursuant to Section 47 of the Teaching Service Act, as a permanent teacher with priority to all other persons on any teacher employment waiting list. This permanent appointment will not be probationary as provided for in Section 48 of the Teaching Service Act. The home school liaison officer may always elect to accept a temporary appointment as a teacher.

24. Delete schedules 12A and 12B and insert in lieu thereof the following:

SCHEDULE 12

Secondary College of Languages

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment
5.	Allocation to Centres and Classes
6.	Duties as Directed
7.	Remuneration
8.	Travel Expenses
9.	Training and Development
10.	Recognition of Service
11.	Anti-Discrimination
12.	Parental Leave and Other Entitlements
13.	Dispute Resolution Procedures
14.	Deduction of Union Membership Fees
15.	Work, Health and Safety

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 “Accredited” means a teacher who has demonstrated the Australian Professional Standards for Teachers at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.2 “Anti-Discrimination Act” means the *Anti-Discrimination Act 1977*
- 2.3 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.4 "Centre" means a location at which language teaching and learning is conducted by the Secondary College of Languages.
- 2.5 "Casual Secondary College of Languages Teacher" means an employee who is engaged on an hourly rate of pay in the Teaching Service at the Secondary College of Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Secondary College of Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education.
- 2.8 “Employee” means a person employed as a supervisor, assistant supervisor, curriculum coordinator or teacher at the Secondary College of Language by the Secretary or delegate under the provisions of the Teaching Service Act.
- 2.9 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.10 “Industrial Relations Act” means the *Industrial Relations Act 1996*

- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the Industrial Relations Act.
- 2.12 "Parties" means the Department and the Federation.
- 2.13 "Principal, Secondary College of Languages" means the officer appointed by the Secretary to be responsible for the operation of the Secondary College of Languages.
- 2.14 "Secondary College of Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.15 "Secondary College of Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.16 "Secretary" means the Secretary of Education.
- 2.17 "Sessional Secondary College of Language Teacher or other employee" means an employee who is employed as a supervisor, assistant supervisor or curriculum co-ordinator on a temporary basis. The definition of temporary teacher provided for in subclause 2.62 of the award does not include sessional Secondary College of Language teacher.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Secondary College of Languages.
- 2.19 "Teacher Accreditation Act" means the *Teacher Accreditation Act 2004*.
- 2.20 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.21 "Teaching Service Act" means the *Teaching Service Act 1980*.
- 2.22 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual basis under the Teaching Service Act.

3. Employment Jurisdiction

- 3.1 Casual Secondary College of Language teachers and sessional Secondary College of Language supervisors, assistant supervisors and curriculum co-ordinators are employed in accordance with the Teaching Service Act.

4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Secondary College of Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment will continue and be conditional on:
- 4.2.1 the Secondary College of Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 Satisfactory performance of duties shall be appraised by participation in the Performance Development Framework.
- 4.4 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclause 4.5 of this clause.

- 4.5 Secondary College of Language supervisors, assistant supervisors, curriculum co-ordinators and teachers must be accredited.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes shall be the responsibility of the Principal, Secondary College of Languages. The Principal shall consider the following matters in the allocation to Centres and classes:
- 5.1.1 continuity of educational programs;
- 5.1.2 distance travelled from home to centre; and
- 5.1.3 curriculum needs of the centre.

6. Duties as Directed

- 6.1 The Secretary, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Secretary pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

7. Remuneration

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Secondary College of Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Secondary College of Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Casual Secondary College of Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for this classification of teachers shall be as follows:

- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For a Casual Secondary School of Languages Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Secondary College of Languages before that work is undertaken. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 A Casual Secondary College of Language Teacher's approved paid hours as prescribed in subclause 7.6 includes 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Casual Secondary College of Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging
- 7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 7.10.4.2 any administrative fees.
- 7.10.5 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 7.10.5.1 Superannuation Guarantee Contributions;
- 7.10.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 7.10.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.
- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

- 9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Secondary College of Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities shall be determined by the Principal, Secondary College of Languages in consultation with Supervisors.
- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Secondary College of Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 The Performance and Development Framework applies to all teachers in all classifications at the Secondary College of Languages.

10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, shall have service at the Secondary College of Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Secondary College of Languages, pursuant to clause 7, Remuneration shall be equivalent to one day of service.
- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department shall have service at the Secondary College of Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

11. Anti-Discrimination

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

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

12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act). The following provisions shall also apply in addition to those set out in the Industrial Relations Act).

12.1.1 The Secretary must not fail to re-engage an employee who meets the definition of a regular casual employee because:

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

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

12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 12.2.4, and the notice requirements set out in 12.2.5.

12.2.2 The Secretary 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 employee is not entitled to any payment for the period of non-attendance.

12.2.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not to engage an employee are otherwise not affected.

12.2.4 The employee shall, if required,

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

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

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.3 Bereavement entitlements

12.3.1 Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).

12.3.2 The Secretary 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 employee is not entitled to any payment for the period of non-attendance.

12.3.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a employee are otherwise not affected.

12.3.4 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.4 The entitlement in accordance with this clause is subject to:

12.4.1 the employee being responsible for the care and support of the person concerned; and

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

13. Dispute Resolution Procedures

- 13.1 Subject to the provisions of the Industrial Relations Act, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:
- 13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.
- 13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.2 Where the above procedures in subparagraph 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission.

14. Deduction of Union Membership Fees

- 14.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject 14.1 and 14.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Work, Health and Safety

- 15.1 For the purposes of this clause, the following definitions shall apply:
- 15.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer

- 15.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 15.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 15.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 15.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 15.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 15.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 15.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Table 1- Remuneration, Monetary Rates

Secondary College of Languages

Classification	Saturday sessional rate from the first pay period to commence on or after 1.1.2021 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2022 \$
Increase	2.28%	2.04%
Supervisor	823.13	839.92
Assistant Supervisor	652.22	665.53
Curriculum Coordinator	652.22	665.53

Classification	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2021 \$	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2022 \$
Increase	2.28%	2.04%
Supervisor	137.19	139.99
Assistant Supervisor	108.71	110.93
Curriculum Coordinator	108.71	110.93
Teacher	89.33	91.15

25. This variation shall take effect on and from 23 December 2021.

J. V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1900)

SERIAL C9410

**STATE TRANSIT AUTHORITY BUS ENGINEERING AND
MAINTENANCE ENTERPRISE (STATE) AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 275534 of 2021)

Before Chief Commissioner Constant

6 October 2021

VARIATION

1. Insert in Part VI of the Arrangement, of the award published 22 May 2020 (388 I.G. 561), new clauses 48, Out of Home Care, 49, Altruistic Surrogacy Leave, 51, Military Leave and 52, Emergency Leave, and renumber existing clauses as follows:

PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave
43. Long Service Leave
44. Personal Leave
45. Parental Leave
46. Maternity Leave
47. Adoption Leave
48. Out of Home Care
49. Altruistic Surrogacy
50. Domestic Violence Leave
51. Military Leave
52. Emergency Leave
53. Jury Service
54. Blood Donors Leave
55. Public Holidays
56. Clearance of Public Holidays and Picnic Days

PART VII - WAGES AND RELATED MATTERS

57. Payment of Wages
58. Wage Increases
59. Salary Sacrifice for Superannuation
60. Wage Rates
61. Supported Wage Systems
62. Allowances

PART VIII - TRAINING

63. Training
64. Training Costs
65. Learning and Development Committee
66. Training for Relief Leading Hands

PART IX - COMMUNICATION/CONSULTATION

67. Consultative Mechanism and Procedure
68. Communications and Consultation
69. Consultative Committee

- 70. Productivity Committee
- 71. Introduction of Change
- 72. Delegates
- 73. Right of Entry of Union Officials

PART X - GENERAL

- 74. Drugs and Alcohol
- 75. Renegotiation
- 76. Dispute Settlement Procedure
- 77. No Extra Claims

2. Delete clause 43, Long Service Leave and insert in lieu thereof the following:

43. Long Service Leave

Extended leave (Long Service) for Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act.

3. Delete paragraphs (a) and (b) of subclause 45.4 of clause 45, Parental Leave and insert in lieu thereof the following:
- (a) For maternity and other Parent Leave, an unbroken period of eight weeks at the time of the birth of the child;
 - (b) For Adoption Leave, an unbroken period of up to eight weeks at the time of the placement of the child.
4. Insert after subclause 46.5 of clause 46, Maternity Leave, the following new subclauses and renumber existing subclauses accordingly:
- 46.6 An employee who gives birth prematurely is treated, where applicable, as being on maternity leave from the date they commence leave to give birth to the child, and any leave arrangements will need to be varied.
 - 46.7 If an employee miscarries, sick leave provisions cover any absence from work. When an employee has exhausted sick leave credits, other forms of paid and unpaid leave can be taken.
 - 46.8 If the birth is a still birth or the child dies prior to the completion of the paid maternity leave, the employee continues to be eligible for the balance of their paid maternity leave.
 - 46.9 When an employee becomes pregnant while on parental leave, they are entitled to a further period of parental leave. Any remaining parental leave from the former birth lapses as soon as the new period of parental leave begins.
5. Insert after clause 47, Adoption Leave, the following new clauses and renumber existing clause 48, to read as 50, Domestic Violence Leave:

48. Out of Home Care Leave

- 48.1 Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- 48.2 Eligibility for a period of Out of Home Care Leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- 48.3 Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.

- 48.4 Out of Home Care leave commences at the date of placement of the child.
- 48.5 Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis.

49. Altruistic Surrogacy Leave

49.1 General

49.1.1 Employees are entitled to altruistic surrogacy leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the *Surrogacy Act 2010*.

49.1.2 Altruistic Surrogacy Leave commences on the date that the Employee assumes the role of primary caregiver of the child.

49.2 Paid Altruistic Surrogacy Leave

49.2.1 Employees who have completed at least 40 weeks continuous service prior to the commencement of altruistic surrogacy leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of altruistic surrogacy leave taken, whichever is the lesser period.

49.2.2 Leave may be taken at full pay, half pay or as a lump sum.

49.3 Unpaid Altruistic Surrogacy Leave

49.3.1 Employees are entitled to altruistic surrogacy leave for a maximum period of 12 months.

49.3.2 Employees who take altruistic surrogacy leave may also reach agreement with the Employer to also take leave:

- (a) part-time for a period not exceeding two years; or
- (b) partly full-time and partly part-time over a proportionate period of up to two years.

49.4 Specific evidentiary requirements applicable to taking altruistic surrogacy leave:

49.4.1 Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-employees);

49.4.2 At the time the employee assumes the role of primary carer the employee is to provide a statutory declaration advising that they are now the primary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;

49.4.3 A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and

49.4.4 A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

6. Delete clause 50, Domestic Violence Leave and insert in lieu thereof the following:

50. Domestic Violence Leave

- 50.1 Employees have access to 10 days paid domestic and family violence leave per calendar year.

- 50.2 This leave is non-cumulative and able to be taken in part-days, single days, or consecutive days.
- 50.3 Leave is to be available for employees experiencing domestic and family violence, for purposes including:
- i. seeking safe accommodation;
 - ii. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - iii. attending court and other legal proceedings relating to their experience of domestic and family violence;
 - iv. organising alternative care or education arrangements for their children; or
 - v. other related purposes approved by the Employer.
- 50.4 The Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:
- i. an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
 - ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - iii. a medical certificate.
- 50.5 Personal information concerning Domestic and Family Violence will be kept confidential by the Employer. The Employer will only disclose information to other parties, such as the Police Force, where required by law.
- 50.6 The Employer will consider any request from an Employee experiencing Domestic and Family Violence for:
- i. changes to their hours of work;
 - ii. relocation to alternate locations should suitable work be available;
 - iii. changes to telephone, email and other contact details;
 - iv. changes to duties, should such changes be practical; and
 - v. any other reasonable measure to assist the employee.
- The approval of such requests will be at the Employer's discretion but will not be unreasonably refused.
- 50.7 This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 50.8 The leave entitlement can be accessed by temporary and part-time employees on a pro-rata basis.
7. Insert after clause 50, Domestic Violence Leave, the following new clauses and renumber existing clauses accordingly:

51. Military Leave

- 51.1 A permanent Employee, who is a current member of the Australian Armed Forces, may apply for Military Leave to undertake a period of service with the Australian Armed Forces as a member of the Reserves.
- 51.2 Unless otherwise provided, Military Leave attracts the same conditions of other forms of Leave Without Pay. One exception is that Employees on defence reserve service are not required to take any accrued leave concurrently with all or part of their Military Leave.
- 51.3 In normal circumstances, if an Employee who is a member of the Reserves wishes to undertake continuous full time service with the Australian Armed Forces, that is *voluntarily* undertaken under subsection 50(3) of the *Defence Act* 1903, subsection 32A (3) of the *Naval Defence Act* 1903 or

subsection 4J(3) of the *Air Force Act* 1923, the approval of leave is at the discretion of the Employee's manager (with appropriate HR delegation).

- 51.4 An Employee who undertakes continuous full time service with the Australian Armed Forces is not entitled to paid Military Leave or Top-Up Pay from State Transit.
- 51.5 Permanent Employees with a minimum of six months continuous service with State Transit and staff with continuous service with other State Government Departments and/or instrumentalities, may be entitled to receive up to 19 days Paid Military Leave for service with the Reserves.
- 51.6 The entitlement to paid Military Leave is calculated from 1 July to 30 June on each occasion. It does not accrue from year to year. The entitlement to Paid Military Leave is limited to the day(s) on which the Employee *would have ordinarily worked*, had it not been for the need for Military Leave.
- 51.7 Paid Military Leave is only paid upon:
- (a) The presentation of a Training/Attendance Notice, and a Certificate of Attendance; and
 - (b) The authorisation from the Employee's manager.
- 51.8 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.
- 51.9 Paid Military Leave is also not granted for attendance at military activities which occur after normal hours of duty or for days on which an Employee would not normally be on duty.
- 51.10 Employees not entitled to payment for Military Leave, who are required to attend military training and exercises as a member of the Reserves may be granted Military Leave Without Pay.

“Top-Up” Pay

- 51.11 When an employee entitled to Paid Military Leave has exhausted their entitlements, they may be eligible for Military Leave Without Pay and a 'Top-Up' payment paid by State Transit. 'Top-Up Pay' may be available where the employee received less money from the Defence Reservists than the net pay they would have received from State Transit for the same period, and the employee would ordinarily be required to work that day.
- 51.12 The following limitations apply to 'Top-Up' pay:
- 51.12.1 'Top-Up' pay is only available where an employee receives less money from the Defence Reserve than the ordinary net pay they would have received from State Transit for the same period but excludes payments for shift loadings, allowances, penalty payments and overtime had the employee earned would they have worked for State Transit.
 - 51.12.2 Top-Up pay is also limited to payment to time the employee would ordinarily have been required to work for State Transit e.g. a Part Time employee who only works three days a week for State Transit will only receive 'Top-Up' pay in respect of the three days they would have worked for State Transit.
 - 51.12.3 Top-Up pay is capped at a maximum period of 12 months, consecutively or cumulatively, in any five-year period (any further payments are at the discretion of the Executive Director, People and Culture).
- 51.13 In the event an employee's ordinary rate of pay is not able to be determined, it shall be at the average of the employee's ordinary base rate for the six months immediately preceding the period of Military Leave.
- 51.14 If an employee exhausts Paid Military Leave entitlements (including Top-Up pay), they may be eligible to take Military Leave Without Pay.

52. Emergency Leave

52.1 Permanent and temporary Employees are eligible for paid Emergency Leave if they are:

- (a) Members of the State Emergency Services (SES), NSW Rural Fire Service (RFS) or other volunteer organisations recognised by NSW Government's Office of Emergency Management (OEM) to attend:
 - (i) State emergencies; or
 - (ii) Training and conferences.
- (b) Unable to attend work due to severe weather conditions or other disasters.

52.2 Emergency Leave is available regardless of length of service.

52.3 Emergency Leave is limited to the time required to cope with the immediate emergency and may not be accumulated from year to year.

52.3.1 Employees who are member of the SES / RFS / other recognised volunteer organisations:

Employees performing duties for the SES, RFS or other recognised volunteer organisations are entitled to the following leave:

- (a) Unlimited leave to attend State Emergencies declared in accordance with the relevant legislation or announced by the Premier,
- (b) Up to five (5) days Emergency Leave each year to attend conferences and training as part of their role.

52.3.2 Other Employees

Employees involved in a situation where life or property is threatened, or who are affected by severe weather conditions or other disasters, are entitled to a maximum of two (2) days Emergency Leave each year. Leave will not be granted if there is no element of emergency.

52.4 If Employees require additional leave to attend conferences and training courses relating to roles with the SES, RFS or other recognised volunteer organisations, or to attend to personal matters relating to severe weather conditions or other disasters, they may apply for Annual Leave, Leave without Pay or if applicable long service leave. Emergency leave counts as service for all purposes.

52.5 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.

52.6 Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.

8. This variation will take effect on and from 26 October 2021.

N. CONSTANT, *Chief Commissioner*

STATE TRANSIT AUTHORITY BUS OPERATIONS ENTERPRISE (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 266738 of 2021)

Before Chief Commissioner Constant

30 September 2021

VARIATION

1. Delete subclause 15.1 of clause 15, Wages and Wage Increases, of the award published 16 July 2021 (389 I.G. 559) and insert in lieu thereof the following:
 - 15.1 Subject to this clause, wage rates at Part B - Table I Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
 - (i) From the First Full Pay Period commencing on or after 1 January 2021: 0.3%, which is equivalent to the outcome of the Public Sector Wage Case 2020; and
 - (ii)
 - (a) From the First Full Pay Period commencing on or after 1 January 2022: 2.5 per cent, inclusive of the Superannuation Guarantee Charge ("SGC") increase.
 - (b) With SGC scheduled to increase from 10 per cent to 10.5 per cent from 1 July 2022, the increase to wages and allowances is 2.04 per cent from the First Full Pay Period commencing on or after 1 January 2022.
 - (c) In the event that there is no increase to the SGC in July 2022, the increase to wages and allowances shall be 2.5 per cent from the First Full Pay Period commencing on or after 1 January 2022.
 - (d) If the SGC is varied by a quantum other than 0.5 per cent in July 2022, the parties are to review the increase to wages and allowances to ensure a total increase of 2.5 per cent (inclusive of wages and allowances and any SGC increase) applies from the First Full Pay Period commencing on or after 1 January 2022.
2. Delete Table 1 - Wage Rates and Table 2 - Other Rates and Allowances of Part B and insert in lieu thereof the following:

PART B

Table I - Indicative Wage Rates

(subject to conditions outlined in clause 15 Wages and Wage Increases)

CLASSIFICATION	Weekly rates (\$)	
	Effective from the first full pay period on or after 1/01/2021	Effective from the first full pay period on or after 1/1/2022
	0.3% increase	2.04% increase
Bus Operator, Trainee	1,015.90	1036.60
Bus Operator level 1	1,054.40	1075.90

Bus Operator level 2	1,096.70	1119.10
Senior Bus Operator	1,117.60	1140.40
Yard Supervisor	1,209.70	1234.40
Senior Bus Operator - Yard (SBOY)	1,150.00	1173.50
Bus Operator Trainer 1	1,209.70	1234.40
Bus Operator Trainer 2	1,302.30	1328.90
Bus Operator Trainer 3	1,426.00	1455.10
Bus Cleaner level 1	913.70	932.30
Bus Cleaner level 2	970.80	990.60
Bus Cleaner level 3	998.90	1019.30
Bus Cleaner level 4	1,055.80	1077.30
Bus Traineeship level I (applicable only for Trainees who commence before 1 January 2012)	1,015.90	1036.60
Bus Traineeship level 2 (applicable only for Trainees who commence before 1 January 2012)	1,096.70	1119.10
Shed Driver	1,150.00	1173.50
Customer Service Coordinator level 1	1,243.40	1268.80
Airport Coordinator	1,207.70	1232.30
Customer Service Liaison (Kiosk)	1,207.70	1232.30
Customer Service Liaison (Explorer)	1,207.70	1232.30
Conductor T/A Sign on Clerk	907.90	926.40

*Wage Rates above do not incorporate the Industry Allowance

Table 2 - Other Rates and Allowances

	Description	Effective from the first full pay period on or after 1/01/2021	Effective from the first full pay period on or after 1/01/2022
		0.3% increase	2.04% increase
Item 1	Industry Allowance	\$52.90	\$54.00
Item 2	High Capacity Allowance	\$22.40	\$22.90

3. Delete the Table 5 - Casual Hourly Rates of Pay and insert in lieu thereof the following:

Table 5 - Casual Hourly Rates of Pay

CLASSIFICATION	Hourly rate (\$)	
	Effective from the first full pay period on or after 1/01/2021	Effective from the first full pay period on or after 1/01/2022
	0.3% increase	2.04% increase
Entry Level	32.081	32.735
Bus Operator level 1	33.297	33.976
Bus Operator level 2	34.633	35.340
Senior Bus Operator	35.293	36.013
Bus Operator Trainer 1	38.201	38.981
Bus Operator Trainer 2	41.125	41.965
Bus Operator Trainer 3	45.032	45.951

The above rates include the Casual Loading contained in Clause 13

4. This variation will take effect on and from 30 September 2021.

N. CONSTANT, *Chief Commissioner*

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STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS' ENTERPRISE (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 271697 of 2021)

Before Chief Commissioner Constant

30 September 2021

VARIATION

1. Delete subclause 10.1 of clause 10, Wage Increases, of the award published 16 July 2021 (389 I.G. 606) and insert in lieu thereof the following:

10.1 A wage increase will apply to employees covered by this Award payable as follows:

(i) From the First Full Pay Period commencing on or after 1 January 2021: 0.3%, which is equivalent to the outcome of the Public Sector Wage Case 2020; and

(ii)

(a) From the First Full Pay Period commencing on or after 1 January 2022: 2.5 per cent, inclusive of the Superannuation Guarantee Charge ("SGC") increase.

(b) With SGC scheduled to increase from 10 per cent to 10.5 per cent from 1 July 2022, the increase to wages and allowances is 2.04 per cent from the First Full Pay Period commencing on or after 1 January 2022.

(c) In the event that there is no increase to the SGC in July 2022, the increase to wages and allowances shall be 2.5 per cent from the First Full Pay Period commencing on or after 1 January 2022.

(d) If the SGC is varied by a quantum other than 0.5 per cent in July 2022, the parties are to review the increase to wages and allowances to ensure a total increase of 2.5 per cent (inclusive of wages and allowances and any SGC increase) applies from the First Full Pay Period commencing on or after 1 January 2022.

2. Delete the current Schedules A, B and C and insert in lieu thereof the following:

SCHEDULE A

Senior Officers' Pay Rates

Includes 0.3 % increase applied from the first full pay period after 1 January 2021:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
	\$	\$	\$	\$	\$
A	92,026	95,229	98,661	102,497	106,949
B	105,949	109,442	113,226	117,366	121,854
C	118,142	122,011	126,232	130,687	135,510
D	131,265	135,566	140,175	145,414	
E	144,396	149,196	154,726	160,737	167,379
F	160,337	165,666	171,601	178,098	185,342
G	175,149	181,329	188,103	195,218	203,109

Includes 2.04 % increase applied from the first full pay period after 1 January 2022:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
	\$	\$	\$	\$	\$
A	93,903	97,172	100,674	104,588	109,131
B	108,110	111,675	115,536	119,760	124,340
C	120,552	124,500	128,807	133,353	138,274
D	133,943	138,332	143,035	148,380	154,166
E	147,342	152,240	157,882	164,016	170,794
F	163,608	169,046	175,102	181,731	189,123
G	178,722	185,028	191,940	199,200	207,252

These rates do not include the Industry Allowance

SCHEDULE B

Salaried Officers' Pay rates

Wage Increase	0.3%	2.04%
Clerk Grade 1	From first full pay period on or after 1-Jan-21	From first full pay period on or after 1-Jan-22
1st year	\$48,700	\$49,693
2nd year	\$50,845	\$51,882
3rd year	\$52,531	\$53,603
4th year	\$54,695	\$55,811
5th year	\$56,151	\$57,296
6th year	\$57,835	\$59,015
Clerk Grade 2		
1st year	\$58,651	\$59,847
2nd year	\$59,469	\$60,682
Clerk Grade 3		
1st year	\$60,514	\$61,748
2nd year	\$61,991	\$63,256
3rd year	\$63,002	\$64,287
Clerk Grade 4		
1st year	\$64,251	\$65,562
2nd year	\$65,915	\$67,260
3rd year	\$67,701	\$69,082
Clerk Grade 5		
1st year	\$69,147	\$70,558
2nd year	\$71,851	\$73,317
3rd year	\$74,065	\$75,576
Clerk Grade 6		
1st year	\$75,526	\$77,067
2nd year	\$77,612	\$79,195
3rd year	\$80,544	\$82,187
Clerk Grade Special		
1st year	\$81,991	\$83,664
2nd year	\$86,328	\$88,089
3rd year	\$90,712	\$92,563

These rates do not include the Industry Allowance

SCHEDULE C**ALLOWANCES**

Item	Description	From first full pay period on or after 1-Jan-21	From first full pay period on or after 1-Jan-22
	Increase	0.3%	2.04%
1	Shift Work Allowance		
A	Afternoon Shift	\$3.84	\$3.92
B	Night Shift	\$4.46	\$4.55
C	Early Morning Shift	\$3.84	\$3.92
2	Shift Work Loading	\$2.94	\$3.00
3	Industry Allowance	\$2,796	\$2,853
4	Uniform Allowance		
	Complimentary Initial Issue	3 trousers 7 shirts 2 items of jacket or vest or jumper 1 pair of shoes 1 State Transit winter jacket 1 hat 1 rain set	
	Annual uniform allowance is equivalent to the cost of purchasing	2 trousers 3 shirts 1 jacket	

3. This variation will take effect on and from 30 September 2021.

N. CONSTANT, *Chief Commissioner*

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**STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS'
ENTERPRISE (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 301986 of 2021)

Before Chief Commissioner Constant

26 October 2022

VARIATION

1. Insert after subclause 35.11 of clause 35, Parental Leave, of the award published 16 July 2021 (389 I.G. 606) the following new subclauses and renumber the existing subclauses accordingly:

35.12 When an employee becomes pregnant while on parental leave, they are entitled to a further period of parental leave. Any remaining parental leave from the former birth lapses as soon as the new period of parental leave begins.

Still Birth/Miscarriage/Death of a Child

35.13 An employee who gives birth prematurely is treated, where applicable, as being on maternity leave from the date they commence leave to give birth to the child, and any leave arrangements will need to be varied.

35.14 If an employee miscarries, sick leave provisions cover any absence from work. When an employee has exhausted sick leave credits, other forms of paid and unpaid leave can be taken.

35.15 If the birth is a still birth or the child dies prior to the completion of the paid maternity leave, the employee continues to be eligible for the balance of their paid maternity leave.

2. Insert after subclause 39.4 of clause 39, Emergency Leave, and renumber existing subclause 39.5 accordingly.

39.5 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.

3. This variation will take effect on and from 26 October 2022.

N. CONSTANT, *Chief Commissioner*

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SERIAL C9408**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 208154 of 2021)

Before Chief Commissioner Constant
 Commissioner Murphy
 Commissioner Sloan

2 March 2022

1. Delete Part B, Monetary Rates, of the award published 30 April 2021 (389 I.G. 502) and insert in lieu thereof the following:

PART B**MONETARY RATES**

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
Transport Worker Grade One	850.28	2.04	867.63
Transport Worker Grade Two	874.46	2.04	892.30
Transport Worker Grade Three	891.27	2.04	909.45
Transport Worker Grade Four	906.01	2.04	924.49
Transport Worker Grade Five	943.64	2.04	962.89
Transport Worker Grade Six	953.09	2.04	972.53
Transport Worker Grade Seven	981.63	2.04	1001.66
Transport Worker Grade Eight	1040.34	2.04	1061.56

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
(i) Mobile Cranes			
Grade A	1032.28	2.04	1053.34
Grade B	1055.78	2.04	1077.32
Grade C	1078.91	2.04	1100.92
Grade D	1102.05	2.04	1124.53
Additional Amount	23.37	2.04	23.85
(ii) Mobile Hydraulic Platforms			
Grade A	941.8	2.04	961.01
Grade B	946.99	2.04	966.31
Grade C	981.18	2.04	1001.20
Grade D	1004.78	2.04	1025.28
Grade E	1032.28	2.04	1053.34
Additional Amount	2.19	2.04	2.23
Grade F	1032.28	2.04	1053.34

(iii) Crane Offsider	1032.28	2.04	1053.34
(iv) Advanced Crane Offsider	1078.91	2.04	1100.92

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
Grade A	959.42	2.04	978.99
Grade B	987.62	2.04	1007.77
Grade C	1004.43	2.04	1024.92
Grade D	1016.29	2.04	1037.02
Grade E	1025.96	2.04	1046.89
Grade F	1064.88	2.04	1086.60

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2022
	\$	%	\$
Grade A	927.65	2.04	946.57
Grade B	946.99	2.04	966.31
Grade C	981.18	2.04	1001.20
Grade D	1004.78	2.04	1025.28
Grade E	1032.28	2.04	1053.34
Additional Amount	2.19	2.04	2.23

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week
	\$	%	\$
Furniture Removalist Offsider	859.03	2.04	876.55

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week
	\$	%	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	857.42	2.04	874.91

Item No.	Clause No.	Brief Description	Former Rate	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
			\$	%	\$
1	2.1	Furniture Removals	37.51 per week	2.04	38.28
2	2.2.1	Driving agitator trucks	0.73 per hour	2.04	0.74
3	2.2.1	Maximum Payment - agitator trucks	28.73 per week	2.04	29.32
4	2.2.2	Delivery/placement of concrete rate	2.28 per week	2.04	2.33
5	2.3	Leading Hands	45.27 per week	2.04	46.19
6	2.4	Collecting Butcher Bones, Fat, etc.	9.46 per week	2.04	9.65

7	2.5	Extra Horses	23.48 per horse	2.04	23.96
8	2.6	Working in Forests	29.64 per week	2.04	30.24
9	2.7.1.2	Long/wide loads	2.28 per hour or part thereof	2.04	2.33
10	2.7.1.2	Long/wide loads - minimum payments	9.46 per day	2.04	9.65
11	2.7.1.3	Long/wide loads	4.45 per hour or part thereof	2.04	4.54
12	2.7.1.3	Long/wide loads - minimum payment	17.55 per day	2.04	17.91
13	2.7.2	Rear-end steering	6.38 per day	2.04	6.51
14	2.7.2	Rear-end steering - minimum payment	25.66 per day	2.04	26.18
15	2.8	HIAB cranes, etc.	41.16 per day	2.04	42.00
16	2.9	Removal and Delivery of Furniture, etc.	7.53 per day	2.04	7.68
17	2.1	Handling diapers - weekly employees	3.19 per week	2.04	3.26
18	2.1	Handling diapers - casual employees	0.6 per day	2.04	0.61
19	2.11	In charge of plant	22.01 per week	2.04	22.46
20	2.12.1	Collecting moneys - > \$30 - \$150	7.06 per week	2.04	7.20
21	2.12.2	Collecting moneys - > \$150 - \$250	9.92 per week	2.04	10.12
22	2.12.3	Collecting moneys - > \$250 - \$400	14.36 per week	2.04	14.65
23	2.12.4	Collecting moneys - > \$400 - \$600	20.98 per week	2.04	21.41
24	2.12.5	Collecting moneys - \$600	27.93 per week	2.04	28.50
25	2.13.1	Carrying goods - on the level	1.36 per tonne	2.04	1.39
26	2.13.2	Carrying goods - upstairs	2.06 per tonne	2.04	2.10
27	2.14	Carrying salt	1.36 per tonne	2.04	1.39
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.26 per hour	2.04	1.29
29	2.15.1.2	Obnoxious materials - oxides	0.91 per hour	2.04	0.93
30	2.15.2	Obnoxious materials - loading and unloading	1.26 per hour	2.04	1.29
31	2.15.3	Obnoxious materials - transportation	0.69 per hour	2.04	0.70
32	2.15.7	Obnoxious materials - blast furnaces, etc.	1.02 per hour	2.04	1.04
33	2.16	First Aid	3.07 per day	2.04	3.13
34	2.17	Garaging	28.84 per week	2.04	29.43

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
			\$	%	\$
1	7.4.3	Overnight Expenses	50.5 per day	2.04	51.53

2	7.6	Weekend/Holiday Expenses	46.86 per day	2.04	47.82
3	7.7	Camping out - weekly	108.86 per week	2.04	111.08
4	7.7	Camping out - daily	15.74 per day	2.04	16.06

Clause No.	Brief Description	Former Amount	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
		\$	%	%
8.2.1	Meal Allowance	15.38	2.04	15.69

Item No.	Classification	Former Amount	SWC 2021 Increase	New Rate effective from the first full pay period on or after 1 April 2022
		(cents/km)	Increase	(cents/km)
1	Transport Workers Grade 7 and below	39.95	2.04	40.76
2	Transport Worker Grade 8	41.79	2.04	42.64

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-22
	\$	%	\$
Transport Worker Grade One	686.35	2.04	700.35
Transport Worker Grade Two	710.42	2.04	724.91
Transport Worker Grade Three	726.99	2.04	741.82
Transport Worker Grade Four	740.91	2.04	756.02
Transport Worker Grade Five	778.79	2.04	794.68
Transport Worker Grade Six	787.66	2.04	803.73
Transport Worker Grade Seven	815.63	2.04	832.27
Transport Worker Grade Eight	873.78	2.04	891.61

	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-22
	\$	%	\$
Transport Worker Grade One	765.21	2.04	780.82
Transport Worker Grade Two	791.92	2.04	808.08
Transport Worker Grade Three	810.44	2.04	826.97
Transport Worker Grade Four	826.57	2.04	843.43
Transport Worker Grade Five	868.01	2.04	885.72
Transport Worker Grade Six	878.49	2.04	896.41
Transport Worker Grade Seven	910.15	2.04	928.72
Transport Worker Grade Eight	974.85	2.04	994.74

Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)			
	Former Rate Per Week	SWC 2021 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-22
	\$	%	\$
Transport Worker Grade One	1027.12	2.04	1048.07
Transport Worker Grade Two	1063.03	2.04	1084.72
Transport Worker Grade Three	1087.9	2.04	1110.09
Transport Worker Grade Four	1109.54	2.04	1132.17
Transport Worker Grade Five	1165.25	2.04	1189.02
Transport Worker Grade Six	1179.3	2.04	1203.36
Transport Worker Grade Seven	1222.01	2.04	1246.94
Transport Worker Grade Eight	1308.59	2.04	1335.29

2. This variation shall take effect from the first full pay period to commence on or after 1 April 2022.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Business Chamber Limited, Industrial Organisation of Employers.

(Case No. 268320 of 2019 & 112760 of 2020)

Before Commissioner Sloan

18 February 2022

VARIATION

1. Delete the heading PART 1 - APPLICATION AND OPERATIONB after the arrangement of the determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following

PART 1 - APPLICATION AND OPERATION

2. Insert after the definition of "IRC" in subclause 1.1 of clause 1, Definitions, the following new definitions:

Light Vehicle means a Vehicle with a Carrying Capacity of up to and including 3 tonnes;

Light Vehicle Rates means the minimum rates of remuneration set out in Schedule B.3 in this Determination that are expressed to apply to Light Vehicles.

3. Delete clause 3, Saving Clause, and insert in lieu thereof the following:

3. Savings Clause

- 3.1 No Contract Carrier shall suffer a reduction in their terms and conditions of engagement because of the making of this Determination.

- 3.2 This subclause applies to Contracts of Carriage entered into prior to 1 March 2022 that are performed by a Vehicle with a Carrying Capacity over 2 tonnes and up to and including 3 tonnes. No Contract Carrier shall suffer a reduction in the rates paid for such Contracts of Carriage (as were being paid immediately prior to the first pay period commencing on or after 1 March 2022) because of the introduction of Light Vehicle Rates.

4. Insert after paragraph (c) of subclause 11.7 of clause 11, Contract Carrier Obligations following note:

Note: Clause 11.7(a)(i) does not apply in relation to Contracts of Carriage performed exclusively by bicycle.

5. Insert after subclause 20.7 of clause 20, Rates of Remuneration, the following new subclauses:

20.8 Introduction of Light Vehicle Rates

- (a) In matters 2019/268320, 2020/112760, 2020/112849 and 2020/133735, the IRC introduced new minimum rates applicable to Light Vehicles.

- (b) Part 4 of the Determination shall not apply to Cartage Work performed by Light Vehicles (other than Light Vehicles with a Carrying Capacity over 2 tonnes) prior to the first full pay period commencing on or after 1 March 2022.

- (c) From the first full pay period commencing on or after 1 March 2022 the rates in Schedule B - New Rates of Remuneration shall apply. The phasing in scheme described in cl 20.5 does not apply to Cartage Work performed by Light Vehicles.
 - (d) Subject to subclause 20.8(e), the Light Vehicle Rates set out in Schedule B include compensation for all fixed and running costs that may be incurred by a Contract Carrier.
 - (e) The Light Vehicle Rates set out in Schedule B are to be increased if the charge percentage (as set out in the *Superannuation Guarantee (Administration) Act 1992*) increases above 10%. The Light Vehicle Rates in Schedule B shall be increased by 0.25% for each 0.5 percentage point increase to the charge percentage.
- 20.9 Subject to Schedule H, the cartage rates contained in this contract determination compensate contract carriers for the cost of contributing to their superannuation.
6. Insert after subclause 24.3 of clause 24, Three Yearly Cost Reconciliation Review, the following new subclause:
- 24.4 This clause does not apply in relation to Light Vehicle Rates.
7. Substitute the word "certain" with the word "certain" in paragraph (a) of subclause 25.1 of clause 25, Tolls and Charges.
8. Delete subclause (a) of clause 29, Leave Reserved, and renumber existing subclauses accordingly.
9. Insert after Note, of Schedule A - Transitional Rates of Remuneration, the following new subclause and renumber existing subclauses accordingly:
- (a) Contracts of Carriage performed by a Light Vehicle;
10. Substitute the words "Over 2 to 5 Tonnes" with the words "Over 3 to 5 Tonnes" wherever they appear in the tables of Schedule A.
11. Insert after Note, of Schedule B, New Rates of Remuneration, the following new subclause and renumber existing subclauses accordingly:
- (a) Contracts of Carriage performed by a Light Vehicle;
12. Delete subclause B.1 of Schedule B, and insert in lieu thereof the following:
- B.1 Hourly and kilometre rates (other than for Light Vehicles) - new vehicles
13. Delete the rows containing the words "Rigid-carrying capacity up to and including 2 tonnes", under column heading, Class of Vehicle, in the tables of subclause B.1 of Schedule B.
14. Substitute the words "Rigid-carrying capacity over 2 and including 5 tonnes" with the words "Rigid-carrying capacity over 3 and including 5 tonnes" wherever they appear in the tables of Schedule B.
15. Delete subclause B.2 of Schedule B, and insert in lieu thereof the following:
- B.2 Hourly and kilometre rates (other than for Light Vehicles) - not new vehicles
16. Delete the rows containing the words "Rigid-carrying capacity up to and including 2 tonnes", under column heading, Class of Vehicle, in the tables of subclause B.2 of Schedule B

17. Insert after subclause B.2 of Schedule B, the following new subclause and renumber existing subclauses accordingly.

B.3 Light Vehicle Rates

- B.3.1 A Contract Carrier performing work with a Light Vehicle must be paid at least the hourly rate set out in the following table (rounded up the nearest half hour).

From the first full pay period commencing on or after 1 March 2022

Class of Vehicle	Per hour
Bicycle	\$21.82
Motorcycles	\$26.85
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$29.85
Over 750kg and up to 1 tonne	\$30.68
Over 1 tonne and up to 1.5 tonnes	\$31.06
Over 1.5 tonnes and up to 3 tonnes	\$32.71

From the first full pay period commencing on or after 1 July 2022

Class of Vehicle	Per hour
Bicycle	\$24.19
Motorcycles	\$28.78
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$31.84
Over 750kg and up to 1 tonne	\$32.80
Over 1 tonne and up to 1.5 tonnes	\$33.55
Over 1.5 tonnes and up to 3 tonnes	\$35.47

From the first full pay period commencing on or after 1 July 2023

Class of Vehicle	Per hour
Bicycle	\$26.57
Motorcycles	\$30.70
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$33.82
Over 750kg and up to 1 tonne	\$34.91
Over 1 tonne and up to 1.5 tonnes	\$36.05
Over 1.5 tonnes and up to 3 tonnes	\$38.22

From the first full pay period commencing on or after 1 July 2024

Class of Vehicle	Per hour
Bicycle	\$28.94
Motorcycles	\$32.63
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$35.81
Over 750kg and up to 1 tonne	\$37.03
Over 1 tonne and up to 1.5 tonnes	\$38.54
Over 1.5 tonnes and up to 3 tonnes	\$40.98

From the first full pay period commencing on or after 1 July 2025

Class of Vehicle	Per hour
Bicycle	\$31.32
Motorcycles	\$34.56
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$37.80
Over 750kg and up to 1 tonne	\$39.15
Over 1 tonne and up to 1.5 tonnes	\$41.04
Over 1.5 tonnes and up to 3 tonnes	\$43.74

NOTE: These Light Vehicle Rates are subject to any increases arising from changes to the superannuation guarantee charge percentage. See subclause 20.8(e) for details.

18. Delete the rows containing the words "Rigid-carrying capacity less than 2 tonnes", under column heading, Class of Vehicle, in the tables of subclause B.4 of Schedule B.
19. Substitute the words "Rigid-carrying capacity less than 2 tonnes" with the words "Rigid-carrying capacity less than 3 tonnes" wherever they appear in the tables of subclause B.5 of Schedule B.
20. Substitute the words "Rigid-carrying capacity less than 2 tonnes" with the words "Rigid-carrying capacity less than 3 tonnes" wherever they appear in the tables of subclause B.6 of Schedule B.
21. Insert after paragraph E.1.7 of subclause E.1 of Schedule E, Procedure and Time for Adjustments of Rates, the following new paragraph:

E.1.8 The procedure outlined in subclause E.1 does not apply to Light Vehicle Rates.
22. Delete the heading of Schedule G, and insert in lieu thereof the following:

SCHEDULE G - NOMINATED CONTRACT DETERMINATION

23. Delete item 25, of Schedule G and renumber existing items accordingly.
24. Insert after Schedule G, the following new Schedule:

SCHEDULE H - SUPERANNUATION CONTRIBUTION ARRANGEMENTS

This Schedule is intended to ensure Principal Contractors are not subject to the cost of both providing rates that compensate for superannuation costs and separately making contributions upon a contract carrier's behalf.

1. ARRANGEMENT BY AGREEMENT
 - 1.1 A Principal Contractor and Contract Carrier may enter an arrangement whereby the Principal Contractor makes superannuation contributions for the benefit of the Contract Carrier.
 - 1.2 A Principal Contractor may deduct from any remuneration payable to the Contract Carrier an amount no greater than the contributions that the Principal Contractor is required to make under such an arrangement.
 - 1.3 Any such arrangement must be reduced to writing and must set out:
 - (a) the amount of the contribution (whether as a fixed amount, a percentage of the Contract Carriers remuneration, or a combination of both);
 - (b) in what period the contributions will be made (monthly, quarterly etc.); and

- (c) when the deductions are to be made.
- 1.4 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid.
2. ARRANGEMENT BY DIRECTION
- 2.1 A Principal Contractor may implement a superannuation arrangement without the agreement of a Contract Carrier if:
- (a) the Contract Carrier is not an incorporated entity; and
 - (b) the Principal Contractor has a reasonably held belief that the payment of superannuation contributions for the benefit of the Contract Carrier is required to reduce a Superannuation Guarantee Charge liability that would otherwise accrue to the Principal Contractor.
- 2.2 An arrangement entered into in accordance with subclause 2.1 is subject to the following terms:
- (a) any deductions from a Contract Carrier's remuneration must be made in the same pay period for which the Contract Carrier is remunerated for the relevant cartage work;
 - (b) superannuation contributions must be made no later than 28 days after the end of the quarter in which the relevant cartage work was performed; and
 - (c) superannuation contributions must be paid into:
 - (i) a complying superannuation fund chosen by the Contract Carrier;
 - (ii) the Contract Carrier's stapled superannuation fund (if the Contract Carrier does not choose a fund or if the Principal Contractor is not able to make contributions to the chosen fund);
or
 - (iii) TWUSuper (in the absence of a chosen or stapled superannuation fund into which the Principal Contractor can make contributions).
- 2.3 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid
- 2.4 Any disputes concerning the operation of this Schedule are to be dealt with using the dispute resolution procedures at clause 26.
25. This variation will take effect on 1 March 2022.

D. SLOAN, *Commissioner*

TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Business Chamber Limited, Industrial Organisation of Employers.

(Case No. 112849 of 2020)

Before Commissioner Sloan

18 February 2022

VARIATION

1. Insert after the definition of "Bank Run", of clause 1, Definitions, of the determination published 9 November 2001 (329 I.G. 248) the following new definition:

"Carrying Capacity" means the mass of the maximum load which the Motor Vehicle may legally carry.

2. Delete the definition of "Courier or Taxi Truck Vehicle", and insert in lieu thereof the following:

"Courier or Taxi Truck Vehicle" means any mechanically propelled vehicle not exceeding 4.5 tonnes carrying capacity used by a contract carrier in the course of performing courier or taxi truck work under a contract of carriage pursuant to this Determination.

3. Delete the definitions of "Exclusive Hire" and "Superannuation Determination" in clause 1, Definitions.
4. Delete the words "or probationary" where it appears in subclause 6.7 of clause 6, Responsibilities of the Principal Contractor.
5. Delete the words "or exclusive hire hours in accordance with clause 15" in paragraph 10.1(d) of clause 10, Remuneration Records.
6. Delete the words "(including exclusive hire)" and "or probationary" in paragraph 10.2(c) of subclause 10.2 of clause 10, Remuneration Records.
7. Substitute the words "Safety Net/Probationary" with the words "Safety Net", wherever they appear in subclause 10.4 of clause 10, Remuneration Records.
8. Delete paragraph (c) of subclause 10.4 of clause 10, Remuneration Records, and renumber existing paragraphs accordingly.
9. Delete the third paragraph in Note, of clause 12, Remuneration, and insert in lieu thereof the following:
 - Rates of remuneration payable to carriers pursuant to clauses 12, Remuneration, of Part A of this determination together with the rates prescribed in schedules I, II and III of Part B shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid by the principal contractor to the carrier if GST applies to the contracts of carriage [the GST amount]. The GST amount shall not be construed as an increase in the rates of remuneration. The total fee payable to the contract carrier by the principal contractor pursuant to contracts of carriage shall be the sum of the remuneration payable and the GST Amount.

10. Substitute paragraph 12.2.1 of subclause 12.2 of clause 12, Remuneration, with the following:
- 12.2.1 The minimum payment due to a contract carrier over each of the two month periods specified in subclause 12.2.8 shall be the total of the Daily Safety Net entitlements (calculated in accordance with clause 12.2.1.1) for each day worked within the period.
11. Delete paragraphs 12.2.4 and 12.2.5 of subclause 12.2 of clause 12, Remuneration and insert in lieu thereof the following:
- 12.2.4 Subject to paragraph 12.2.5, the rates set out in Schedule I include compensation for all fixed and running costs that may be incurred by a Contract Carrier. Subject to Schedule VI, the rates include compensation for payments that were previously payable under the Transport Industry Courier and Taxi Truck Superannuation Contract Determination and the fuel levy surcharge that was separately payable under previous versions of this Determination.
- 12.2.5 The rates set out in Schedule I are to be increased if the charge percentage (as set out in the Superannuation Guarantee (Administration) Act) increases above 10%. The rates in Schedule I shall be increased by 0.25% for each 0.5 percentage point increase to the charge percentage.
12. Delete paragraphs 12.2.6 and 12.2.7 of subclause 12.2 of clause 12, Remuneration, and insert in lieu thereof the following:
- 12.2.6 The Safety Net shall only be paid where, over the relevant two month period, the total earnings of the contract carrier are less than the payment arising under the Safety Net.
- 12.2.7 Where, during a relevant 2 month period a contract carrier is consistently failing to generate remuneration at the level of Safety Net the principal contractor may counsel the contract carrier in relation to the contract carrier's performance.
13. Insert after subclause 12.4 of clause 12, Remuneration, the following new subclause:
- 12.5 Savings Clause
- 12.5.1 No Contract Carrier shall suffer a reduction in their terms of engagement or rates (as were being paid immediately prior to the first pay period commencing on or after 1 March 2022) because of the variation made to this Contract Determination made by the NSW Industrial Relations Commission in matters 2019/268320, 2020/112760, 2020/112849 and 2020/133735 that gave effect to the rates in Schedule 1.

14. Delete clause 15, Exclusive Hire, and insert in lieu thereof the following:

15. This Clause is Intentionally Left Blank

15. Delete subclause 17.1 of clause 17, Leave Reserved, and insert in lieu thereof the following:

- 17.1 Leave is reserved to any party to apply in relation to:

- a costing model and a formula to vary the rates of remuneration;
- a review of the minimum rates of remuneration due to a significant variation in fuel costs;
- a review of the minimum rates of remuneration for vehicles with a carrying capacity of over 3 tonnes and up to 4.5 tonnes.

16. Delete the third paragraph of subclause 17.2 of clause 17, Leave Reserved.
17. Substitute the words "clauses 12. Remuneration and 15. Exclusive Hire" with the words "clause 12, Remuneration" in subclause 2 of Part B, Notes, of clause 18, Savings Clause.
18. Delete Schedule I and insert in lieu thereof the following:

SCHEDULE I

Contract Carriers - Courier and Taxi Truck Vehicles

Safety Net for Carriers - Clause 12

Rates effective from the first full pay period commencing on or after 1 March 2022

Class of Vehicle	Minimum Safety Net Payment (\$ per hour)
Bicycle	21.82
Motorcycles	26.85
Motor cars, vans, utilities, trucks and other rigid vehicles at carrying capacity of:	
Up to 750kg	29.85
Over 750kg and up to 1 tonne	30.68
Over 1 tonne and up to 1.5 tonnes	31.06
Over 1.5 tonnes and up to 3 tonnes	32.71
Over 3 tonnes and up to 4.5 tonnes	36.92

Rates effective from the first full pay period commencing on or after 1 July 2022

Class of Vehicle	Minimum Safety Net Payment (\$ per hour)
Bicycle	24.19
Motorcycles	28.78
Motor cars, vans, utilities, trucks and other rigid vehicles at carrying capacity of:	
Up to 750kg	31.84
Over 750kg and up to 1 tonne	32.80
Over 1 tonne and up to 1.5 tonnes	33.55
Over 1.5 tonnes and up to 3 tonnes	35.47
Over 3 tonnes and up to 4.5 tonnes	39.71

Rates effective from the first full pay period commencing on or after 1 July 2023

Class of Vehicle	Minimum Safety Net Payment (\$ per hour)
Bicycle	26.57
Motorcycles	30.70
Motor cars, vans, utilities, trucks and other rigid vehicles at carrying capacity of:	
Up to 750kg	33.82
Over 750kg and up to 1 tonne	34.91
Over 1 tonne and up to 1.5 tonnes	36.05
Over 1.5 tonnes and up to 3 tonnes	38.22
Over 3 tonnes and up to 4.5 tonnes	42.49

Rates effective from the first full pay period commencing on or after 1 July 2024

Class of Vehicle	Minimum Safety Net Payment (\$ per hour)
Bicycle	28.94
Motorcycles	32.63
Motor cars, vans, utilities, trucks and other rigid vehicles at carrying capacity of:	
Up to 750kg	35.81
Over 750kg and up to 1 tonne	37.03
Over 1 tonne and up to 1.5 tonnes	38.54
Over 1.5 tonnes and up to 3 tonnes	40.98
Over 3 tonnes and up to 4.5 tonnes	45.28

Rates effective from the first full pay period commencing on or after 1 July 2025

Class of Vehicle	Minimum Safety Net Payment (\$ per hour)
Bicycle	31.32
Motorcycles	34.56
Motor cars, vans, utilities, trucks and other rigid vehicles at carrying capacity of:	
Up to 750kg	37.80
Over 750kg and up to 1 tonne	39.15
Over 1 tonne and up to 1.5 tonnes	41.04
Over 1.5 tonnes and up to 3 tonnes	43.74
Over 3 tonnes and up to 4.5 tonnes	48.06

Note: These rates are subject to any increases arising from changes to the superannuation guarantee charge percentage. See clause 12.2.5 for details.

19. Delete Schedule II, and insert in lieu thereof the following:

SCHEDULE II**Intentionally Left Blank**

20. Delete Schedule III and insert in lieu thereof the following:

SCHEDULE III**Optional Unit Rates as per Subclause 12.1.2**

- A. Unit Rates

Unit rates effective from the first full pay period commencing on or after 1 March 2022: \$0.29

Unit rates effective from the first full pay period commencing on or after 1 July 2022: \$0.32

Unit rates effective from the first full pay period commencing on or after 1 July 2023: \$0.34

Unit rates effective from the first full pay period commencing on or after 1 July 2024: \$0.37

Unit rates effective from the first full pay period commencing on or after 1 July 2025: \$0.39

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
	Number of Units			
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	13	13	5	1
Motorcycle		14	7	2
City of Sydney	14			
Other Suburbs	12			
(b) Other documents & small parcels		14	7	2
Up to 25kgs -				
City of Sydney	16			
Other Suburbs	14	14	7	2
Above 25kgs				
26 - 50kgs	20			
51 - 75kgs	24			
76 - 100kgs	28			
101 - 125kgs	32			
126 - 250kgs	36			
(c) Taxi Trucks (1)		14	7	2
251 - 500kgs	65			
501 - 1000kgs	70			
1001 - 1500kgs	80			
1501 - 2000kgs	90			
(d) Taxi Trucks (2)		14	7	3
2001 - 4000kgs	140			
4001 - 4500kgs	190			
2. Express/Priority/VIP			After 10 min	Min 2 km = 8 units
(a) Documents up to 2kg carried by				
Bicycle	26	13	5	2
Motorcycle		14	7	4
Other suburbs	24			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	32	14	7	4
Other suburbs	28	14	7	4
Above 25kgs				
26-50kgs	34			
51-75kgs	38			
76-100kgs	42			
101-125kgs	46			
126-250kgs	50			

B. Dollar conversion of Schedule III

Optional Unit rates as per Clause 12.1.2**Rates effective from the first full pay period commencing on or after 1 March 2022**

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Dollar Conversion				
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	\$3.77	\$3.77	\$1.45	\$0.29
Motorcycle		\$4.06	\$2.03	\$0.58
City of Sydney	\$4.06			
Other Suburbs	\$3.48			
(b) Other documents & small parcels		\$4.06	\$2.03	\$0.58
Up to 25kgs -				
City of Sydney	\$4.64			
Other Suburbs	\$4.06	\$4.06	\$2.03	\$0.58
Above 25kgs				
26 - 50kgs	\$5.80			
51 - 75kgs	\$6.96			
76 - 100kgs	\$8.12			
101 - 125kgs	\$9.28			
126 - 250kgs	\$10.44			
(c) Taxi Trucks (1)		\$4.06	\$2.03	\$0.58
251 - 500kgs	\$18.85			
501 - 1000kgs	\$20.30			
1001 - 1500kgs	\$23.20			
1501 - 2000kgs	\$26.10			
(d) Taxi Trucks (2)		\$4.06	\$2.03	\$0.87
2001 - 4000kgs	\$40.60			
4001 - 4500kgs	\$55.10			
2. Express/Priority/VIP			After 10min	Min 2km = 8 units
(a) Documents up to 2kg carried by				
Bicycle	\$7.54	\$3.77	\$1.45	\$0.58
Motorcycle		\$4.06	\$2.03	\$1.16
Other suburbs	\$6.96			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	\$9.28	\$4.06	\$2.03	\$1.16
Other suburbs	\$8.12	\$4.06	\$2.03	\$1.16
Above 25kgs				
26-50kgs	\$9.86			
51-75kgs	\$11.02			
76-100kgs	\$12.18			
101-125kgs	\$13.34			
126-250kgs	\$14.50			

Rates effective from the first full pay period commencing on or after 1 July 2022

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Dollar Conversion				
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	\$4.16	\$4.16	\$1.60	\$0.32
Motorcycle		\$4.48	\$2.24	\$0.64
City of Sydney	\$4.48			
Other Suburbs	\$3.84			
(b) Other documents & small parcels				
Up to 25kgs -		\$4.48	\$2.24	\$0.64
City of Sydney	\$5.12			
Other Suburbs	\$4.48	\$4.48	\$2.24	\$0.64
Above 25kgs				
26 - 50kgs	\$6.40			
51 - 75kgs	\$7.68			
76 - 100kgs	\$8.96			
101 - 125kgs	\$10.24			
126 - 250kgs	\$11.52			
(c) Taxi Trucks (1)		\$4.48	\$2.24	\$0.64
251 - 500kgs	\$20.80			
501 - 1000kgs	\$22.40			
1001 - 1500kgs	\$25.60			
1501 - 2000kgs	\$28.80			
(d) Taxi Trucks (2)		\$4.48	\$2.24	\$0.96
2001 - 4000kgs	\$44.80			
4001 - 4500kgs	\$60.80			
			After 10min	Min 2km = 8 units
2. Express/Priority/VIP				
(a) Documents up to 2kg carried by				
Bicycle	\$8.32	\$4.16	\$1.60	\$0.64
Motorcycle		\$4.48	\$2.24	\$1.28
Other suburbs	\$7.68			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	\$10.24	\$4.48	\$2.24	\$1.28
Other suburbs	\$8.96	\$4.48	\$2.24	\$1.28
Above 25kgs				
26-50kgs	\$10.88			
51-75kgs	\$12.16			
76-100kgs	\$13.44			
101-125kgs	\$14.72			
126-250kgs	\$16.00			

Rates effective from the first full pay period commencing on or after 1 July 2023

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Dollar Conversion				
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	\$4.42	\$4.42	\$1.70	\$0.34
Motorcycle		\$4.76	\$2.38	\$0.68
City of Sydney	\$4.76			
Other Suburbs	\$4.08			
(b) Other documents & small parcels				
Up to 25kgs -		\$4.76	\$2.38	\$0.68
City of Sydney	\$5.44			
Other Suburbs	\$4.76	\$4.76	\$2.38	\$0.68
Above 25kgs				
26 - 50kgs	\$6.80			
51 - 75kgs	\$8.16			
76 - 100kgs	\$9.52			
101 - 125kgs	\$10.88			
126 - 250kgs	\$12.24			
(c) Taxi Trucks (1)		\$4.76	\$2.38	\$0.68
251 - 500kgs	\$22.10			
501 - 1000kgs	\$23.80			
1001 - 1500kgs	\$27.20			
1501 - 2000kgs	\$30.60			
(d) Taxi Trucks (2)		\$4.76	\$2.38	\$1.02
2001 - 4000kgs	\$47.60			
4001 - 4500kgs	\$64.60			
			After 10min	Min 2km = 8 units
2. Express/Priority/VIP				
(a) Documents up to 2kg carried by				
Bicycle	\$8.84	\$4.42	\$1.70	\$0.68
Motorcycle		\$4.76	\$2.38	\$1.36
Other suburbs	\$8.16			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	\$10.88	\$4.76	\$2.38	\$1.36
Other suburbs	\$9.52	\$4.76	\$2.38	\$1.36
Above 25kgs				
26-50kgs	\$11.56			
51-75kgs	\$12.92			
76-100kgs	\$14.28			
101-125kgs	\$15.64			
126-250kgs	\$17.00			

Rates effective from the first full pay period commencing on or after 1 July 2024

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Dollar Conversion				
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	\$4.81	\$4.81	\$1.85	\$0.37
Motorcycle		\$5.18	\$2.59	\$0.74
City of Sydney	\$5.18			
Other Suburbs	\$4.44			
(b) Other documents & small parcels				
Up to 25kgs -		\$5.18	\$2.59	\$0.74
City of Sydney	\$5.92			
Other Suburbs	\$5.18	\$5.18	\$2.59	\$0.74
Above 25kgs				
26 - 50kgs	\$7.40			
51 - 75kgs	\$8.88			
76 - 100kgs	\$10.36			
101 - 125kgs	\$11.84			
126 - 250kgs	\$13.32			
(c) Taxi Trucks (1)		\$5.18	\$2.59	\$0.74
251 - 500kgs	\$24.05			
501 - 1000kgs	\$25.90			
1001 - 1500kgs	\$29.60			
1501 - 2000kgs	\$33.30			
(d) Taxi Trucks (2)		\$5.18	\$2.59	\$1.11
2001 - 4000kgs	\$51.80			
4001 - 4500kgs	\$70.30			
			After 10min	Min 2km = 8 units
2. Express/Priority/VIP				
(a) Documents up to 2kg carried by				
Bicycle	\$9.62	\$4.81	\$1.85	\$0.74
Motorcycle		\$5.18	\$2.59	\$1.48
Other suburbs	\$8.88			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	\$11.84	\$5.18	\$2.59	\$1.48
Other suburbs	\$10.36	\$5.18	\$2.59	\$1.48
Above 25kgs				
26-50kgs	\$12.58			
51-75kgs	\$14.06			
76-100kgs	\$15.54			
101-125kgs	\$17.02			
126-250kgs	\$18.50			

Rates effective from the first full pay period commencing on or after 1 July 2025

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Dollar Conversion				
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	\$5.07	\$5.07	\$1.95	\$0.39
Motorcycle		\$5.46	\$2.73	\$0.78
City of Sydney	\$5.46			
Other Suburbs	\$4.68			
(b) Other documents & small parcels				
Up to 25kgs -		\$5.46	\$2.73	\$0.78
City of Sydney	\$6.24			
Other Suburbs	\$5.46	\$5.46	\$2.73	\$0.78
Above 25kgs				
26 - 50kgs	\$7.80			
51 - 75kgs	\$9.36			
76 - 100kgs	\$10.92			
101 - 125kgs	\$12.48			
126 - 250kgs	\$14.04			
(c) Taxi Trucks (1)		\$5.46	\$2.73	\$0.78
251 - 500kgs	\$25.35			
501 - 1000kgs	\$27.30			
1001 - 1500kgs	\$31.20			
1501 - 2000kgs	\$35.10			
(d) Taxi Trucks (2)		\$5.46	\$2.73	\$1.17
2001 - 4000kgs	\$54.60			
4001 - 4500kgs	\$74.10			
			After 10min	Min 2km = 8 units
2. Express/Priority/VIP				
(a) Documents up to 2kg carried by				
Bicycle	\$10.14	\$5.07	\$1.95	\$0.78
Motorcycle		\$5.46	\$2.73	\$1.56
Other suburbs	\$9.36			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	\$12.48	\$5.46	\$2.73	\$1.56
Other suburbs	\$10.92	\$5.46	\$2.73	\$1.56
Above 25kgs				
26-50kgs	\$13.26			
51-75kgs	\$14.82			
76-100kgs	\$16.38			
101-125kgs	\$17.94			
126-250kgs	\$19.50			

C. HOURLY AND/OR RUN HIRE

1. Subject to subclause 4. hereunder where the contract carrier is performing work while on hourly hire or performing run work, the contract carrier shall be paid an hourly rate equal to the rate provided for in Schedule I for the equivalent class of vehicle. This rate shall be paid for all time between the commencement of work on hourly hire or whilst performing run work until the completion of such work, whether or not during that period the contract carrier is actually carrying goods on the vehicle (i.e. "continuous hire"). For the purposes of this clause, time shall be calculated to the next quarter of an hour.
2. Whenever a contract carrier is performing work pursuant to subclause (a) of this clause, he/she shall be paid for at least one (1) hour's work, irrespective of whether this time was actually worked.
3. Whenever a contract carrier performs work pursuant to subclause (i) of this clause any additional "ad hoc" work shall be paid at full Schedule II rates

21. Delete Table (i) of Schedule V and insert in lieu thereof the following:

Table (i)

Date:	Personal Name: Business Name:					Fleet No.:
Vehicle Type:	Model:		Registration No.:		Carrying Capacity:	
Job No. or Code	Service Code	From	To	Km	Additional Contract Details (clause 10.1 (h))	Fee \$
Safety Net						
Safety Net Hours Start Time =		Safety Net Hours Finish Time =			Total Safety Net Hours =	
Starting time of break =		Finishing time of break =			Total Time Spent on Breaks =	

22. Delete Schedule VI and insert in lieu thereof the following:

SCHEDULE VI

Superannuation Contribution Arrangements

This Schedule is intended to ensure Principal Contractors are not subject to the cost of both providing rates that compensate for superannuation costs and separately making contributions upon a contract carrier's behalf.

1. ARRANGEMENT BY AGREEMENT
 - 1.1 A Principal Contractor and Contract Carrier may enter an arrangement whereby the Principal Contractor makes superannuation contributions for the benefit of the Contract Carrier.
 - 1.2 A Principal Contractor may deduct from any remuneration payable to the Contract Carrier an amount no greater than the contributions that the Principal Contractor is required to make under such an arrangement.
 - 1.3 Any such arrangement must be reduced to writing and must set out:

- (a) the amount of the contribution (whether as a fixed amount, a percentage of the Contract Carriers remuneration, or a combination of both);
 - (b) in what period the contributions will be made (monthly, quarterly etc); and
 - (c) when the deductions are to be made.
- 1.4 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid.
2. ARRANGEMENT BY DIRECTION
- 2.1 A Principal Contractor may implement a superannuation arrangement without the agreement of a Contract Carrier if:
- (a) the Contract Carrier is not an incorporated entity; and
 - (b) the Principal Contractor has a reasonably held belief that the payment of superannuation contributions for the benefit of the Contract Carrier is required to reduce a Superannuation Guarantee Charge liability that would otherwise accrue to the Principal Contractor.
- 2.2 An arrangement entered into in accordance with subclause 2.1 is subject to the following terms:
- (a) any deductions from a Contract Carrier's remuneration must be made in the same pay period for which the Contract Carrier is remunerated for the relevant cartage work;
 - (b) superannuation contributions must be made no later than 28 days after the end of the quarter in which the relevant cartage work was performed; and
 - (c) superannuation contributions must be paid into:
 - (i) a complying superannuation fund chosen by the Contract Carrier;
 - (ii) the Contract Carrier's stapled superannuation fund (if the Contract Carrier does not choose a fund or if the Principal Contractor is not able to make contributions to the chosen fund); or
 - (iii) TWUSuper (in the absence of a chosen or stapled superannuation fund into which the Principal Contractor can make contributions).
- 2.3 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid
- 2.4 Any disputes concerning the operation of this Schedule are to be dealt with using the dispute resolution procedures at clause 9.
23. This variation will take effect on 1 March 2022.

D. SLOAN, *Commissioner*

(2018)

SERIAL C9405

**TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK
(SUPERANNUATION) CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 133735 of 2020)

Before Commissioner Sloan

18 February 2022

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination published 20 April 2000 (315 I.G. 1) as varied, be rescinded on and from 1 March 2022.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

MARINE CHARTER VESSELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201428 of 2021)

Before Commissioner Sloan

2 March 2022

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Marine Charter Vessels (State) Award published 27 January 2012 (372 I.G. 420) as varied, be rescinded on and from 2 March 2022.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.