

HSU Allied Health Conditions Claims

Overview

1. The following document provides members with a summary of progress on all endorsed conditions claims which were filed in the Industrial Relations Commission on December 19, 2025.
2. These conditions apply to HSU Allied Health members, including non-clinical professions and technical/assistant occupations (for the complete list, please **Table 1** of this document).
3. During conciliation, the Commissioner encouraged the HSU Bargaining Team to agree to move the location of these conditions from the salaries awards to the 'Core Conditions' Award.
4. This change in location of the conditions clauses does not come with any reduction or removal of claims and is an entirely procedural/formatting exercise to align with the IRC's preferred award structuring.

Conciliation outcomes

5. The HSU and Ministry of Health productively reached in-principal agreement on a range of conditions.
6. Several conditions reached partial agreement with discrete components of the conditions requiring arbitration and determination from the IRC.
7. Several conditions do not have any agreement and will need to be heard and determined fully through the IRC arbitration.
8. For a summary of the status of each Professionals claim, please see **Table 2** of this document.
9. For a detailed view of each Professionals claim clause contained in the Core Conditions Award, please **Appendix 1** of this document, colour coding is as follows:
 - a. Black means parties reached in principle agreement.
 - b. Blue means HSU claims which Ministry of Health rejects and will proceed to arbitration.
10. For a detailed view of each Professionals claim clause contained in the *Clinical and Associated Professionals Award*, please see the following link: <https://bit.ly/cap-award>

Status of agreed or partially agreed items

11. For items which achieved in-principal agreement, they remain subject to the HSU and the Ministry of Health obtaining required endorsement or approvals.
12. HSU members must endorse the outcome of conciliation to confirm the in-principal agreements through the member survey vote.

13. The Ministry of Health must seek approval of central government, and the HSU understands this is currently underway.
14. The conciliation process focuses on the whole Award as a package, and it is therefore not possible to vote on items individually. Members must provide endorsement for the progress made so far as a whole and confirm support for the remaining items to proceed to arbitration.

Outcome of vote

15. If HSU members endorse the vote, then the HSU will progress agreed items into the amended Award and prepare evidence on the items for arbitration.
16. If HSU members reject the vote, then broad consultation may need to occur and the timelines for arbitration may be pushed back in to 2027.

Table 1 – Classifications which Conditions in Table 2 Apply

Stream	Schedule
1. MIR	1.1 Diagnostic Radiographers
	1.2 Radiation Therapists
	1.3 Nuclear Medicine Technologists
	1.4 Sonographers
	1.5 Cardiac Physiologists / Technicians
2. Allied Health Professionals Workforce	2.1 Health Professionals
	2.2 Psychologist
	2.3 Pharmacists
	2.4 Perfusionists
3. Clinical Assistants and Technician Support Workforce	3.1 Allied Health Assistants
	3.2 Pharmacy Technicians
	3.3 Surgical Dressers
4. Aboriginal Health Workforce	4.1 Aboriginal Health Workers
	4.2 Aboriginal Health Practitioners
5. Health Education, Promotion, Protection and Literacy Workforce	5.1 Interpreters
	5.2 Lived Experience (Peer Workers)
	5.3 Health Education and Promotion Officers
	5.4 Environmental Health Officers
6. Health Information Workforce	6.1 Clinical Coders
	6.2 Health Information Administrators and Managers
	6.3 Librarians
	6.4 Library Assistants
	6.5 Library Technicians
7. Biomedical Workforce	7.1 Biomedical Engineers
	7.2 Biomedical Technicians
	7.3 Biomedical Engineering Managers
8. Dental Workforce	8.1 Dental Assistants
	8.2 Dental Prosthetist and Technician Workforce
	8.3 Oral Health Therapists
	8.4 Dental Officers and Specialists
9. Scientific Workforce	9.1 Scientific Assistants <ul style="list-style-type: none"> • Degree qualified • Non-degree qualified
	9.2 Scientists
	9.3 Post Mortem and Forensic Post Mortem Support Workforce (MOH Proposal)
	9.4 Medical Physicists
	9.5 Radiopharmaceutical Scientists
10. Leadership	10.1 Leadership (clinical HSM)

Table 2 – Conditions Claims Summary (includes Core Conditions items)

Conditions Claim	Application	Award Location	Status
Personal Regrades	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Clinical and Associated Professionals Award (Salaries Award)</i>	Agreed
Grading Committee	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Clinical and Associated Professionals Award (Salaries Award)</i>	Agreed
Grading of manager roles based on complexity	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Clinical and Associated Professionals Award (Salaries Award)</i>	Partially agreed – one item for arbitration
Supervision entitlements (paid time)	<ul style="list-style-type: none"> All classifications in Table 2 Specific detail for Psychology (Sch 2.2) Specific detail for Lived Experience (Peer Workers (Sch 5.2) 	<i>Clinical and Associated Professionals Award (Salaries Award)</i>	Agreed
Sole Practitioner Allowance	<ul style="list-style-type: none"> Health Professionals (Sch 2.1) Psychologists (Sch 2.2) Cardiac Physiologists (Sch 1.5) Aboriginal Health Workers (Sch 4.1). Aboriginal Health Practitioners (Sch 4.2) Oral Health Therapists (Sch 8.3) Dental Officers (Sch 8.4) 	<i>Clinical and Associated Professionals Award (Salaries Award)</i>	Limited agreement – several items for arbitration.
Further qualification allowance	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.

Continuing Professional Development Leave	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award</i> (Conditions Award)	Partially agreed – one item for arbitration.
Professional Requirements Reimbursed	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Compounding Allowance	<ul style="list-style-type: none"> Pharmacists (Sch 2.3) Pharmacy Technicians (Sch 3.2) 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Fellowship Allowance	<ul style="list-style-type: none"> Pharmacists (Sch 2.3) Pharmacy Technicians (Sch 3.2) 	<i>Core Conditions Award</i> (Conditions Award)	Partially agreed – one item for arbitration.
Additional Language/Translation Allowance	<ul style="list-style-type: none"> Interpreters (Sch 5.1) 	<i>Core Conditions Award</i> (Conditions Award)	Agreed.
Use of Motor Vehicles	<ul style="list-style-type: none"> Environmental Health Officers (Sch 5.4) 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Multidisciplinary allowance	<ul style="list-style-type: none"> Scientists (Sch 9.2) 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Administrative Allowance	<ul style="list-style-type: none"> Scientists (Sch 9.2) 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Increase Night Shift Penalties	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Overtime – unapproved payment for clinical acuity	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award</i> (Conditions Award)	Agreed.
Hours of Work (35)	<ul style="list-style-type: none"> Sonography (Sch 1.4) Nuclear Medicine Technology (Sch 1.1) 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Ceremonial Leave	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
Ceremonial obligations during work time	<ul style="list-style-type: none"> Aboriginal Health Workers (Sch 4.1). Aboriginal Health Practitioners (Sch 4.2) 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.
On call allowance	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award</i> (Conditions Award)	Not agreed – arbitration.

Recall to work, including remote clinical	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
Staff backfill	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
Access to Consult and Support Rooms	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Agreed.
Dental – Regional Travel Allowance	<ul style="list-style-type: none"> All classifications in Dental Employees (Stream 8). 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
Dental – external/atypical environment allowance	<ul style="list-style-type: none"> All classifications in Dental Employees (Stream 8). 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
Scope of practice	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Agreed.
Allied Health Educator Working Group	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
No Detriment Provisions	<ul style="list-style-type: none"> All classifications in Table 2 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
Staffing Clause	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Agreed.
Workload Review	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Agreed.
Consultation Clause	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Agreed.
Delegates Rights	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Close to agreement.
Increase Sick Leave (15 days)	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
10-hour break after recall to duty	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.
Uninterrupted Meal Breaks	<ul style="list-style-type: none"> All HSU members 	<i>Core Conditions Award (Conditions Award)</i>	Not agreed – arbitration.

Professionals Claim

Allowances

4.X Further Qualifications Allowance

- (i) An employee employed under the Clinical and Associated Professionals Award who holds a postgraduate qualification will be paid a further qualification allowance as set out in Part B, Table 1 – Other Rates and Allowances, if:
 - a. The qualification is relevant to their current position or professional practice; and
 - b. The qualification is in addition to the qualification relied on for registration, accreditation, employment or otherwise enables entry into their profession; and
 - c. The qualification has not facilitated progression to a higher level through a personal regrade where the holding of the qualification is a mandatory requirement for progression.

For example, an employee who obtains registration based upon a professional entry Master's degree will not be entitled to the allowance, as the Master's degree is not additional to the qualification resulting in registration.

- (ii) Each employee will only receive one further qualification allowance. If an employee holds multiple post-graduate qualifications, the higher of the possible available allowances will be paid to the employee.
- (iii) Disputes arising as to the payment of the further qualifications allowance will in the first instance be referred for consideration and resolution in accordance with Clause 12, Grading Committee and Statewide Grading Working Part of the Clinical and Associated Professionals Award.
- (iv) The further qualification allowance will be paid to employees during periods of paid leave. It will also be treated by the employer as superable salary for the purposes of superannuation.

4.Xi Additional Language/Translation Allowance

- (i) Interpreters employed under this Award who are required by the employer to:
 - a. Interpret or translate in more than one language; or
 - b. provide translation services in the course of their work

will receive the Additional Language / Translation Allowance for each additional language interpretation or translation service they are required to provide.

- (ii) To be eligible for the Additional Language / Translation Allowance, the Interpreter must be NAATI accredited as a Certified Interpreter / Translator for a language that has testing available.
- (iii) The allowance payable will be as set out in **Section B, Monetary Rates, Table 20 Allowances** of this Award.
- (iv) The Additional Language / Translation Allowance will be paid to Interpreters:
 - a. during periods of paid leave; and
 - b. be treated as superable salary for the purposes of superannuation.

4.Xii Compounding Allowance (Pharmacy and Technician)

- (i) Pharmacy employees may be required to prepare medicinal products in readiness for administration to an individual patient.
- (ii) This process is referred to as 'Compounding' (or undertaking a compounding session). It encompasses all compounding specialties, including Aseptic / Non-Aseptic / Cytotoxic / GMO / Advanced Therapies, along with associated duties related to compounding eg cleanroom cleaning, environmental monitoring, with such practice requiring compliance by Pharmacy employees with various mandatory policy and legislative obligations.
- (iii) Pharmacy employees required to undertake compounding during any rostered ordinary hours shift will receive the relevant Compounding Allowance as set out in SECTION B, Monetary Rates, Table 20 Allowances. The relevant Allowance payable is determined by the number of compounding sessions undertaken during a shift, defined as being each episode in which a Pharmacy employee is required to don the appropriate PPE for the purposes of compounding, as described and set out in subclause (ii) above.
- (iv) The Compounding Allowance is paid if a pharmacy employee is recalled to the workplace or on a period of overtime which requires compounding to be undertaken by the employee.
- (v) The Compounding Allowance is paid to Intern Pharmacists who may participate in a compounding session as part of their Hospital placement, orientation, or training.

4.Xiii Fellowship Allowance (Pharmacy and Technician)

- (i) A pharmacy employee (Pharmacist or **Pharmacy Technician**) whose professional practice achievements and / or broader contributions to Pharmacy as a profession are recognised via Fellowship status with a relevant Pharmacy specific professional organisation, will receive a Fellowship Allowance as set out in SECTION B, Monetary Rates, Table 20 Allowances.
- (ii) This includes Fellowships awarded by the following:
 - a. Advanced Pharmacy Australia ('AdPha'); and
 - b. The Australian & New Zealand College of Advanced Pharmacy ('ANZCAP').
- (iii) A pharmacy employee will only receive one Fellowship Allowance.
- (iv) This allowance is paid to employees during periods of paid leave. It will also be treated by the employer as superable salary for the purposes of superannuation.
- (v) The resolution of any question or dispute concerning the recognition of a Fellowship beyond those identified in sub clause (ii) above for the payment of the Fellowship Allowance, will in the first instance be escalated to Clause XX Grading Committee to make a recommendation on equivalency.

4.Xv Multi-discipline allowance (Scientists)

- (i) Where an employee is required to undertake duties across more than one discipline in any one shift, they must be paid the Multi-Discipline Allowance.
- (ii) Where an employee is required to undertake duties across more than one discipline on a regular and ongoing basis, they must be paid the Multi-Discipline Allowance for all shifts worked.
- (iii) The payment of the allowance will continue for all shifts worked until such duties are no longer undertaken on a regular, ongoing basis.
- (iv) The quantum of the Multi-Discipline Allowance is the difference between the employee's base rate of pay and the rate of pay for an employee in the same classification but 1 year increment ahead of that rate per shift.
- (v) However, where the employee is at the final year increment for their classification, the quantum is the difference between the rate of pay for a Scientist Grade 4 - Year 7 and Scientist Grade 4 - Year 8 per shift.

- (vi) The Multi-Discipline Allowance will be paid to employees during periods of paid leave. It will also be treated by the employer as superable salary for the purposes of superannuation.

4.Xvi Administrative allowance (Scientists)

- (i) Where an employee is required to undertake administrative duties for one hour or more in any one shift, they must be paid the Administrative Duties Allowance for the shift.
- (ii) Where an employee is required to undertake administrative duties on a regular and ongoing basis, they must be paid the Administrative Duties Allowance for all shifts worked.
- (iii) The payment of the allowance will continue for all shifts worked until such duties are no longer undertaken on a regular, ongoing basis.
- (iv) For the purposes of this clause, administrative duties refer to duties outside the scope of scientific work. These duties are often operational in nature, and may include, for example:
 - (a) writing or managing a laboratory roster; or
 - (b) financial functions; or
 - (c) human resource functions; or
 - (d) other operational supervision or management functions of other employees.
- (v) The quantum of the Administrative Allowance is the difference between the employee's base rate of pay and the rate of pay for a Senior Scientist Grade 7 Level 1 - Year 1 per shift.
- (vi) The Administrative Duties Allowance will be paid to employees during periods of paid leave. It will also be treated by the employer as superable salary for the purposes of superannuation.

4.Xvii External/Atypical Work Environment Allowance (Dental)

- (i) A Dental Employee (meaning an employee under stream 8 of the *Clinical and Associated Professionals Award*) may provide or assist in providing clinical services to patients outside of a standard NSW Health fixed dental clinic. For example only, these settings include but are not limited to:
 - (a) residential aged care facilities;
 - (b) group homes; or

- (c) schools.
- (ii) A Dental Employee may provide or assist in providing clinical services to patients in an atypical dental work environment within a NSW Health facility. For example only, these settings include but are not limited to:
 - (a) operating theatres; or
 - (b) in-patient wards in a hospital.
- (iii) A Dental Employee who provides or assists in clinical services in settings described in (i)–(ii) for all or part of a shift are paid the Allowance as set out in SECTION B [XX].

4.Xviii Travel Expenses Allowance (Dental)

- (i) A Dental Employee who undertakes work-related travel where such travel results in:
 - (a) the employee being away from their residence for more than 24 hours; or
 - (b) the employee being away from their residence for less than 24 hours where the employee can demonstrate that despite the period of absence being of less than 24 hours duration expenditure for accommodation and three meals has been incurred.
 - (c) will be compensated for accommodation, meals, and incidental expenses incurred during the time spent away from the employee's residence in order to perform the work by way of a daily Extended Work-Related Travel Allowance paid per diem for each full day spent away from home.
- (ii) the rate of the allowance will be as specified in Item 2 Travelling Allowances of Premier's Department Circular C2025-06 Meal, Travelling and Other Allowances for 2025-26 as varied or replaced from time to time.
- (iii) For any residual part-day travel an employee is entitled to be reimbursed for actual expenses properly and reasonably incurred and any other allowances or entitlements as provided by an industrial instrument including policies, awards, agreements, or under legislation.

4.Xix Rural Reimbursement Allowance (Dental)

- (i) A Dental Employee will receive an allowance in accordance with Part B, Table X for each hour they provide dental services in a regional, rural, or remote location, if:
- a. The employee performs work in a regional, rural or remote location different to their ordinary place of work; and
 - b. The employer requires them to travel for one or more overnight period(s) to perform the work in a regional, rural or remote location.

Allowances:
SECTION B - MONETARY RATES

TABLE 20 - ALLOWANCES

Item No.	Clause No.	Allowance	From first full pay period on / from 01/07/2025	From first full pay period on / from 01/07/2026
		Further Qualification Allowance (per annum)		
1	6(i)	Certificate III	1,352	1,406
2	6(i)	Certificate IV	1,801	1,873
3	6(i)	Diploma	2,262	2,352
4	6(i)	Advanced Diploma	2,262	2,352
5	6(i)	Post-graduate Certificate	2,496	2,596
6	6(i)	Second Bachelor degree	4,229	4,398
7	6(i)	Post-graduate Diploma	4,229	4,398
8	6(i)	Masters	6,645	6,911
9	6(i)	PhD	7,740	8,050
		Compounding Allowance		
10	7(iii)	Non-Aseptic Compounding and Grade C - D Cleanrooms - one (1) session in a shift	2.60 (per shift)	2.70
11	7(iii)	Non-Aseptic Compounding and Grade C - D Cleanrooms - two (2) or more sessions in a shift	5.20 (per shift)	5.40
12	7(iii)	Aseptic Compounding (Full PPE - Grade B Cleanroom) - one (1) session in a shift	5.20 (per shift)	5.40
13	7(iii)	Aseptic Compounding (Full PPE - Grade B Cleanroom) - two (2) or more sessions in a shift	10.40 (per shift)	10.80

Fellowship Allowance				
14	8	Fellowship Allowance per week	51.17	53.22
Additional Language / Translation Allowance				
20	9(iii)	An Interpreter Grade 1 will receive this allowance for each additional language or translation service they provide to the Interpreter Service.	1,550 pa 29.70 pw	1,612 pa 30.89 pw
21	9(iii)	An Interpreter Grade 2 and above will receive this allowance for each additional language or translation service they provide to the Interpreter Service.	3,099 pa 59.38 pw	3,223 pa 61.77 pw
On Call Allowance				
22	16(xiii)(f)	On call allowance per hour	4.50	4.68
23	16(xiii)(f)	On call allowance minimum payment	36.03	37.47
24	16(xiii)(g)	On call allowance on RDO per hour	8.98	9.34
25	16(xiii)(g)	On call allowance on RDO minimum payment	71.80	74.67
External / Atypical Dental Allowance				
		Per hour	\$6.50	\$6.76
Extended Work-Related Travel Allowance				
		Per incident	See: Item 2 Travelling Allowances of Premier's Department Circular C2025-06 Meal, Travelling and Other Allowances for 2025-26	
Dental Employees Rural Reimbursement Allowance				
		Per hour	\$10.80	\$11.23
Multiple-Discipline Allowance				

10	7(iv) or (v)	Per shift	As per clause 7(iv)-(v)	As per clause 7(iv)-(v)
Administrative Duties Allowance				
11	8(v)	Per shift	As per clause 8(v)	As per clause 8(v)

Workload, Safety and Staffing

7.X Consult & Support Rooms

- (i) It is recognised that there is a need for employees to conduct private, sensitive, and confidential conversations and / or interactions in the health environment.
- (ii) The employer shall where reasonably practicable provide employees with access to appropriate private rooms to conduct episodes of care or provide services to patients or clients. Such rooms should be situated and available as close as possible to the clinical area involved. Rooms utilised and their location should be both safe and fit for purpose for employees, patients, clients and carers.
- (iii) The employer will consult with the Union and relevant employees when proposing any changes to existing private rooms or when planning new facilities, repurposing or redeveloping existing facilities. Consultation must occur as early as possible and before any plans or approvals for redesigned or new facilities are finalised to ensure employee input is genuine and can meaningfully influence final outcomes.

3.9 Staffing

- (i) Reasonable workloads are required for employees to assist in providing a sustainable health system for the people of NSW that not only meet present health needs but also plans for the health needs of the future.
- (ii) The parties will continue ongoing discussions on appropriate staffing arrangements.
- (iii) The Union may request a Workload Review pursuant to Clause x+1.
- (iv) Nothing in this clause precludes escalation of matters through other avenues including, but not limited to, work health and safety legislation as varied from time-to-time.
- (v) Principles:

- (a) The workplace or network should be sufficiently staffed and resourced to enable each employee to:
 - A. Perform their role and position during ordinary hours; and
 - B. Take rest intervals and breaks under the Award; and
 - C. Take leave provided for under the Award; and
 - D. To perform their work to an appropriate standard in a safe environment.
- (b) Work is to be consistent with:
 - A. The duties within an employee's classification description; and
 - B. Such that the service provided or about to be provided to a facility, patient or client will be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or employee.
- (c) The workload of an employee will not be unfair or unreasonable having regard to the skills, experience, and classification of the employee.
- (d) An employee may only be required to work overtime if it is reasonable.
- (e) An employee's workload must not prevent reasonable and practicable access to professional development leave or in-department training, education, and supervision.

3.10 Workload Review

- (i) If the Union has reasonable grounds they may request a Workload Review be conducted in relation to an individual employee or a group of employees covered by this Award.
- (ii) The review must include the written workload requirements and any additional work requirements or expectations which are not documented.
- (iii) The review must be conducted in consultation with the Union with all relevant information provided to the Union and nominated union representatives.
- (iv) If a finding is made that workloads individually or collectively exceed a safe level the employer will promptly take all reasonable steps to ensure workloads are safe and sustainable in consultation with the Union.

- (v) If the Workload Review is unable to satisfactorily resolve the issues, or a dispute arises from its application or outcome, either party is able to utilise the dispute resolution procedures of this award.

3.11 Staffing Arrangements (CAP)

- (i) The staffing principles set out above in Clause 3.9 will be applied and given effect in this Award by undertaking the consideration of the following factors:
 - (a) Clinical duties;
 - (b) Regulatory requirements;
 - (c) Administrative duties;
 - (d) Managerial and operational supervisory responsibilities;
 - (e) Issues associated with providing services at remote, rural or regional facilities or Networks;
 - (f) Professional supervision responsibilities;
 - (g) Meeting and committee attendance;
 - (h) Professional Development;
 - (i) Duties related to training, education of other clinicians, staff, interns or students;
 - (j) Quality and research activities;
 - (k) Award Grading Committee involvement;
 - (l) Work, health and safety considerations; and
 - (m) Any other relevant factors in the employee position and role, either individually or collectively within the workplace / service.

3.12 Staff Backfill (CAP)

- (i) To maintain required staffing, sustainable workload levels and appropriate clinical standards, the employer will generally adjust the performance of work in instances where employee absences occur. This should occur through either:
 - (a) Staff backfill of absent position(s), including:
 - i. Replacing the absence with an employee capable of being classified at the same level and FTE; and

- ii. Utilisation of staff via higher grade duties, subject to their ordinary duties being backfilled; and
- iii. Utilising part time and casual employees to perform additional shifts (by agreement); and
- iv. Utilisation of designated leave relief positions if available and adopted by the employer to manage absences due to leave arrangements;

OR

- (b) Adjusting workloads to mitigate absent position(s), including:
 - i. The regular workloads of other employees are reduced to enable them to perform the duties of the absent employee(s); or
 - ii. The work of the absent employee(s) is decided not to be undertaken, and staff are notified.
- (ii) The degree of adjustment will be determined by the nature and extent of absences, including:
 - (a) The number of employees absent during a period;
 - (b) The expected period of absence for each employee;
 - (c) The nature of work and critical service delivery needs;
 - (d) Whether the absences were planned or unplanned.
- (iii) It is generally expected that planned absences for extended periods be managed in accordance with this clause.

Leave

6.11 Continuing Professional Development

- (i) Continuing Professional Development ('CPD') is necessary to ensure that employees are up to date with the skills, knowledge, and attributes for safe, contemporary practice in their professions.

Entitlement to Professional Development Leave

- (ii) Employees employed under the Clinical and Health Professionals Award who are required to undertake CPD:
 - (a) to maintain registration with AHPRA; or

- (b) for the purpose of a relevant professional organisation providing them with accreditation or placement on a register of professionals; or
- (c) for the purpose of obtaining accreditation or placement on a register of professionals from a relevant professional organisation,
- (iii) shall be entitled to seven (7) days of Professional Development Leave per annum.
- (iv) All other employees employed under the Clinical and Health Professionals Award shall be entitled to three (3) days of Professional Development Leave per annum.
- (v) However, casual employees will not have access to Professional Development Leave made available via this clause.
- (vi) The quantum of leave received under subclause (ii) and (iii) above shall accrue each year to a maximum that is equivalent to a three-year entitlement, i.e. 21 or 9 days respectively.
- (vii) Professional Development Leave is used to cover attendance or completion of CPD activities and may also, at the election of the employee, be used to cover travel time to and from a CPD activity and / or to enable a reasonable period of rest prior to or following a CPD activity.
- (viii) Professional Development Leave will be paid at the employee's ordinary rate of pay applicable when taken.
- (ix) The provision of Professional Development Leave to employees is not to displace or supersede other forms of leave available and / or provided to employees within the workplace to attend, for example, conferences, seminars or training courses designed to improve the clinical knowledge, capacities and / or qualities available within the workplace or enable CPD requirements being met. It is complementary to such workplace support and is not in lieu of any other leave that is available and / or being provided by the employer.
- (x) Professional Development Leave is not to be utilised for learning activities that are required by the employer to be undertaken, for example only, in-house courses or training; mandatory training and education, in which employees are considered to be 'on duty'.

Continuing Professional Development Reimbursement:

- (i) Employee's employed under the Clinical and Health Professionals Award who are entitled to Professional Development Leave as set out in subclauses (ii) and (iii) above shall be entitled to the reimbursement of reasonable expenses incurred in the course of their CPD activities including but not limited to:

- (a) registration, course and / or subscription fees, including of professional organisations that may provide relevant CPD / training activities;
 - (b) reasonable travel, accommodation, food and drink, and incidental expenses; and / or
 - (c) reasonable childcare expenses where the employee is the primary caregiver of a child or children and has responsibility for the child or children during their CPD activity.
- (ii) To ensure efficient and practical application of this clause, the employer will nominate a delegated officer with the authority to approve payment of costs or reimbursements made by employees. A delegated officer shall be identified for relevant workplaces with employees subject to the provisions of this clause.
 - (iii) However, any costs incurred by the employee associated with CPD activities required by the employer are to be paid for in full by the employer. For example, if the employee is required by the employer to attend a conference, complete a course or gain a qualification to meet role requirements, the employer shall pay for such attendance and any associated costs.
 - (iv) When determining whether an expense is a 'reasonable expense' as described at subclause (x) above, the employer will consider the amounts set by the NSW Government's Premier's Department as adjusted from time to time.
 - (v) Applications for reimbursement must be made by the employee in writing within 14 days of them completing the CPD activity, or returning from Professional Development Leave and include adequate receipts identifying the expense incurred.
 - (vi) The employer must, within 14 days of the application for reimbursement, notify the employee of the outcome of the application. In the event that all or part of the application is not approved, the employer shall provide reasons to the employee in writing.
 - (vii) Alternatively, the employee may make a prior application requesting that the employer directly cover identifiable costs associated with the CPD activity as contemplated in subclause (x), for example, travel, conference or course fees, directly with the provider of those services. Such an application will not be unreasonably refused.
 - (viii) An application under subclause (xvi) does not preclude the employee subsequently making a request for reimbursement of other costs incurred with the completion of the CPD activity, for example, meals, incidentals.
 - (ix) If any disputes arise about the reasonableness of expenses and / or failure of the employer to approve an application for CPD expenses, whether

covering directly costs with a provider or with reimbursement to an employee, then either party is able to utilise the dispute resolution procedures available in this Award via the Conditions Award.

6.X Ceremonial Leave

All Employees

- (i) An employee who is required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, including for bereavement related ceremonies and obligations, will be entitled to up to 15 paid working days in any one year for such purposes. This is in addition to any other form of leave available to the employee or provided by the employer.
- (ii) Part time employees will receive Ceremonial Leave on a pro rata basis.

Aboriginal Health Workers and Practitioner

- (iii) It is also recognised that Aboriginal Health Workers, Aboriginal Health Practitioners, and Aboriginal Health Education Officers Graduate employed schedule 4.1 and 4.2 of the Clinical and Associated Professionals Award may attend ceremonies or other obligations as identified in subclause (i) above which are in connection to their role.
- (iv) In such instances, attending such ceremonies or obligations in connection with their role during a rostered shift will be considered as work time, and therefore not require the use of or access to ceremonial leave. If attending such ceremonies or obligations in connection with their role occurs outside of a rostered shift, such hours will be nonetheless recognised as work time and therefore not require the use of or access to ceremonial leave.
- (v) In addition, Aboriginal Health Workers, Aboriginal Health Practitioners and Aboriginal Health Education Officers Graduate who attend to sorry business in connection with their role will be considered on duty and paid as such, consistent with the approach set out in subclause (iii) above.

Hours of Work, Overtime and Shift Work

5.X Shift work (CAP)

- (i) Subject to the provisions of this clause, employees may be employed on shift work, provided the shift pattern is consistent with any hours of work provisions in the Conditions Awards. However, as far as is reasonably practicable, no employee is required to undertake shift work against their wishes.
- (ii) Before any proposed new, or altered existing, pattern of shift work is introduced and required of an employee or group of employees, the proposal must be the subject of consultation with the Union. This is to

occur prior to any decision regarding its introduction is made by the employer. Consultation will occur via the provisions contained in the Conditions Awards.

- (iii) If consultation is unable to resolve any disagreement regarding the proposal for shift work, either party can utilise the dispute resolution procedures available to this Award via the Conditions Awards.
- (iv) All employees (which includes for example permanent, permanent part time, temporary and those working reduced hours) working afternoon or night shift will be paid a shift premium as follows:

(a) Subject to paragraph (b), the following shift premiums apply:

- i. Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m. – 10%.
- ii. Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m. – 12.5%.
- iii. Night shift commencing at 4.00 p.m. and before 4.00 a.m. – 15%.
- iv. Night shift commencing at 4.00 a.m. and before 6.00 a.m. – 10%.

(b) For time worked between 9.00 p.m. and 6.00 a.m., an employee will be paid 50% in addition to the ordinary rate, and this rate applies instead of the shift premiums in paragraph (a) for that time.

5.Xi Overtime (CAP)

Scope

- (i) Unless otherwise specified in this Clause, employees under this Award will have their overtime entitlements in accordance with the relevant Conditions Award.

Overtime for full time and part-time employees:

- (ii) For full time employees covered by this Award, all work undertaken beyond their rostered ordinary hours shift will be overtime.
- (iii) For part time employees covered by this Award, overtime will be paid in circumstances consistent with the provisions in the relevant Conditions Award.

Rostered overtime

- (iv) The employer may require employees to perform reasonable overtime where work is required outside ordinary rostered hours.
- (v) The employer should:
 - (a) roster this overtime when it is known in advance and, wherever possible, with the agreement of the affected employee.
 - (b) roster overtime in an equitable manner.

Non-rostered overtime

- (vi) An employee is entitled to claim non-rostered overtime where:
 - (a) there is a demonstrable urgent need;
 - (b) authorisation of the overtime could not reasonably have been given in advance;
 - (c) the employee submits a claim and seeks retrospective authorisation as soon as possible after the overtime was worked; and
 - (d) the employee records the reason for working the overtime and the duties performed in the form of an email or note to their manager / supervisor.
- (vii) A claim for overtime made under this clause will be reviewed by the employee's manager / supervisor who is authorised to approve overtime claims within 14 days of the claim being submitted.
- (viii) If a claim made under this clause is rejected, the relevant manager / supervisor will advise and provide reasons for rejection to the employee in writing within the same 14-day period.
- (ix) Where practicable, overtime claims should be paid no later than the next pay cycle after the claim was submitted.
- (x) Demonstrable urgent need includes, but is not limited to:
 - (a) Urgent care of a patient that is part of ongoing treatment or arising from a change to the patient's condition, and the required care cannot not be maintained by other available employees;
 - (b) The completion of a patient handover or reporting document involving complex or at risk patients;
 - (c) Completion of documentation / information regarding a patient admission or transfer or discharge, including any clinical assessment

required for any treatment or discharge plan, or the dispensing of necessary medication;

- (d) Involvement in a complex / extended clinical consultation or treatment, or family conference that is not possible or appropriate to handover to another employee;
- (e) Priority activities required by the employer to be completed as a matter of urgency, which may include technology or equipment failure impacting upon the delivery of health services; or
- (f) Where an employee has a legal, professional or policy obligation to complete activities immediately (which for example only, may include statutory reporting requirements, child protection obligations, WHS issues; equipment failures impacting upon services).

5.X Hours of Work (CAP)

- (i) The ordinary hours of work, exclusive of unpaid meal breaks for all full-time employees in schedules 1.1, 1.2, 1.3, 1.4 of the Clinical and Associated Professionals Award will be an average of 35 hours per week in each roster cycle.
- (ii) The above sub clauses operate in conjunction with hours of work provisions contained in the Conditions Award or Scientists Award.
- (iii) If there is a variance between this Award clause and the Conditions Award or Scientists Award, this Award clause will operate to the extent of any inconsistency.

On-Call and Recall to Duty

5.Xii On Call and Recall to Duty (CAP)

Purpose

- (i) The relevant Conditions Awards contain provisions relating to on call and recall to duty. To the extent of any inconsistency or ambiguity, this clause prevails.
- (ii) Employees can be required to be on call for one or more of the following purposes:
 - (a) **Physical return to the workplace:** To be available to return to the workplace to perform emergent duties.
 - (b) **Remote clinical work:** To be available to provide a remote clinical, professional, or technical service after leaving the employer's

premises, including the provision of clinical appraisal or technology support, directly to patients, clients, or systems via telephone, telehealth, or other digital platforms, without an onsite presence.

- (c) **Remote support:** To be available to provide a remote support service to the workplace or colleagues. Employees may be rostered to provide a remote support service to the workplace and / or other work colleagues who are rostered on duty, or alternatively on call, who may need to seek clinical or professional advice or guidance to ensure they undertake safe, effective and / or efficient delivery of services.

Rostering on-call

- (iii) On call arrangements must be rostered using the framework set out in this clause.
- (iv) An employee must not be placed on call:
 - (a) while on leave;
- (v) An employee must not be placed on call, except by agreement:
 - (a) while on an accrued day off (“ADO”); or
 - (b) on the day immediately before or after an ADO or period of leave.
- (c) An employee must not be placed on call, except by agreement:
 - (d) on a rostered day off (“RDO”); or
 - (e) during the period from the completion of the employee’s last rostered shift prior to a RDO until the commencement of the employee’s next rostered shift.
- (vi) When rostering employees to be on call, considerations will include, but not be limited to:
 - (a) equitable distribution among employees undertaking on call;
 - (b) ensuring that periods of on call are not excessive in duration or frequency when accounting for the number of employees undertaking on call;
 - (c) the response time and modes of transport available to return to a workplace;
 - (d) appropriate clinical skill levels and training are held by employees that match the purpose of the on call arrangement;

- (e) individual circumstances of employees, such as family or carer responsibilities, and
- (f) considerations / availability of employees who have agreed to be on a specific on call roster pursuant to subclauses (vi) above.
- (vii) Any disagreement or dispute arising from how an on-call roster is being constructed / utilised will be subject to the consultation requirements as set out in subclauses (ix) to (xii) below.

Introduction of an on-call arrangement

- (viii) The employer must advise all employees and the Union of:
 - (a) any proposal to introduce an on-call roster, including the proposed details of the roster; and
 - (b) any proposed change to an existing on call roster that would vary how on call is allocated or arranged.
- (ix) On call rostering arrangements must be determined in consultation with affected employees and the Union, and must, as a minimum, have regard to the following:
 - (a) staffing levels available,
 - (b) the availability and / or training provided to employees intended to be placed on an on call roster,
 - (c) issue relating to local geographical concerns,
 - (d) the family and caring responsibilities of employees required to be on call, and
 - (e) travelling distances, and modes of transport available, if required to be on call for recall to the workplace.
- (x) The employer must ensure that employees participating in an on call roster to provide remote clinical work are trained and competent to perform that work, having regard to the complexity of the clinical services that may be required to be provided remotely.
- (xi) An employee who is not rostered on call is not required to hold themselves available for contact or to perform work outside their ordinary hours.
- (xii) Principal Scientists, Principal Medical Physicists, and Principal Radiopharmaceutical Scientists employed under Stream 9, Scientific Workforce of the Clinical and Associated Professionals Award cannot be required to perform on call.

On call allowance and periods – All Employees

- (xiii) An employee who is rostered on call is entitled to the on-call allowance prescribed in Section B, Table 20 Allowances of this Award.
- (xiv) An employee is entitled to be paid the higher of:
 - (a) the hourly on-call allowance for each hour or part thereof while on call; or
 - (b) the minimum on-call payment specified in Table 20, whether the employee is required by the employer to be on call or has agreed to be on call in accordance with subclause (vi).
- (xv) Unless otherwise agreed by an employee, an on-call period for an employee covered by this section must not exceed 24 hours.
- (xvi)
- (xvii) Any on-call period rostered must be safe and consistent with fatigue management principles.

On-call allowance and periods – Social Workers and Sexual Assault Workers

- (xviii) An employee employed as a Social Worker or Sexual Assault Worker under schedule 2.1, Health Professionals of the Clinical and Associated Professionals Award who is rostered on call is entitled, for each hour or part thereof of being on call, to payment at the rate of one-third of the employee's normal pay, calculated as if the hours were worked. For the avoidance of doubt, the calculation includes any penalties that would have applied had the employee worked those hours.
- (xix) The maximum payment for each on-call period under subclause (xii) is:
 - (a) 2.5 hours' pay; or
- (xx) An on-call period for a Social Worker or Sexual Assault Worker must not exceed:
 - (a) 12 hours where the period commences on or after 9.00 am Saturday and finishes on or before 9.00 am Monday; or
 - (b) 16 hours where the period commences on or after 9.00 am Monday and finishes on or before 9.00 am Saturday.
- (xxi) Where an on call period exceeds the limits in subclause (xiv), any additional time attracts further payment at the rate prescribed in subclause (xii), up to the applicable maximum in subclause (xii).

On-call allowance and periods – Perfusionists

- (xxii) An employee employed as a under schedule 2.4, Perfusionist of the Clinical and Associated Professionals award who is rostered on call is entitled, for each hour or part thereof of being on call, to payment at the rate of one-third of the employee's normal pay, calculated as if the hours were worked. For the avoidance of doubt, the calculation includes any penalties that would have applied had the employee worked those hours.
- (xxiii) Where an on-call period for a Perfusionist is extended, payment continues to accrue for each additional hour or part thereof at the rate prescribed in subclause (xvii).
- (xxiv) No maximum payment cap applies to on call periods undertaken by a Perfusionist.
- (xxv) An on call period for a Perfusionist must be safe and determined in accordance with fatigue management principles.

Recall to duty generally

- (xxvi) Recall to duty is paid as overtime as set out in the Conditions Awards, unless otherwise specified.
- (xxvii) The duration of recall to duty commences at the time the employee commences either commences their journey to the workplace or commences the remote activity (clinical or support) until the employee is released from duty. Where the employee is recalled physically to the workplace, the duration of the recall will include reasonable travel time to and from the workplace.

Recall to duty – physical return to the workplace

- (i) Employees who are recalled physically to the workplace will be paid a minimum of 4 hours of overtime.
- (ii) Where the time spent attending the workplace exceeds 4 hours, the employee is entitled to payment for the duration of the recall, paid as overtime.
- (iii) An employee is not required to work for the full 4-hour minimum where the work they were recalled to perform, including any additional emergent work arising during that recall, is completed within a shorter period.
- (iv) Where an employee is released from duty and subsequently recalled again within the minimum 4-hour payment period, the employee is entitled to a further minimum payment of 4 hours of overtime.
- (v) An employee recalled to the workplace is entitled to be reimbursed for all reasonable fares and expenses incurred in travelling to and from the workplace. Where the employee uses their own means of transport, they

are entitled to payment of an allowance equivalent to the Transport Allowance provided for in the Conditions Awards.

Recall to duty – remote clinical work

- (i) Employees who are recalled to duty for the purpose of remote clinical work will be paid a minimum of 3 hours of overtime.
- (ii) Where the time spent providing remote clinical care exceeds 3 hours, the employee is entitled to payment for the actual duration of the remote clinical care provided, paid as overtime.
- (iii) For the purposes of this clause, the duration of an episode of remote clinical care includes all digital and telephone contact as well as documentation and record-keeping requirements associated with providing the clinical service.
- (iv) Further contact occurring within the minimum 3-hour payment period does not attract additional payment unless and until the total time spent providing remote clinical care exceeds three hours.
- (v) Where remote clinical care is insufficient and results in a physical return to the workplace, the employee is entitled to overtime payment in accordance with subclauses (##) to (##).

Recall to duty – remote support

- (vi) Employees who are recalled to duty for the purpose of remote support will be paid a minimum of 1 hour of overtime.
- (vii) Where an episode of remote support exceeds 1 hour, the employee is entitled to payment for the actual duration of the remote support provided, paid as overtime.
- (viii) Further contact occurring within the minimum 1-hour payment period under subclause (##) does not attract additional payment unless and until the total duration of remote support exceeds one hour.
- (ix) Where remote support is insufficient and results in a physical return to the workplace, the employee is entitled to overtime payment in accordance with subclauses (##) to (##).

Miscellaneous

4.Xiv Use of motor vehicles

- (i) An Environmental Health Officer employed under schedule 5.4, Environmental Health Officers of the Clinical and Associated Professionals

Award will continue to have motor vehicles provided to them as a tool-of-trade; continuing arrangements made available via NSW Health Department Circular No 90/118, 10 December 1990.

- (ii) Accordingly, the employer will continue to ensure that it will make available one motor vehicle per Environmental Health Officer that is fit for purpose on the following basis:
 - a. Although allocated on the basis of one motor vehicle for each Environmental Health Officer, they are not necessarily allocated for their exclusive use.
 - b. When not being used by the Environmental Health Officer, the motor vehicle can be made available to other employees albeit without inhibiting the ability of an Environmental Health Officer to undertake their role and duties on any particular work day.
 - c. During absences on annual leave or on a period of sick leave known to exceed three days, the allocated motor vehicle can be returned to the employer so that they can be available for use by other employees.
 - d. Allocated motor vehicles may be driven to and from the home of the Environmental Health Officer and / or their designated place of work or the workplace or locations requiring their attendance each day and at weekends. This use is not deemed private use since the motor vehicle is a tool of trade.
 - e. Motor vehicles driven home overnight and at weekends are to be wherever possible parked off-street and preferably under cover; parked in a safe and secure location.
 - f. Motor vehicles are to be only driven by the allocated Environmental Health Officer or by another employee of the employer in circumstances consistent with the above parameters.
 - g. The Environmental Health Officer will maintain records and documentation, along with the allocated motor vehicle itself, consistent with relevant policies issued by the employer in relation to NSW Health motor vehicles.

7.X Professional Requirements

- (i) Employees will be reimbursed by the employer for all costs incurred and required for the performance of their duties, including but not limited to:
 - (a) Registration and / or accreditation costs applied by AHPRA and / or ASAR and / or ACPSEM;
 - (b) Radiation licences;

- (c) Membership costs of a relevant professional association providing accreditation for the profession (in the absence of AHPRA registration) and who also make available continuing education programs;
 - (d) Working with Children Checks; and
 - (e) Any other regulatory costs required to be met by the employee that may arise from time to time.
- (i) Employees will be reimbursed by the employer for all costs incurred and required for the performance of their duties, including but not limited to:
- (a) Registration costs applied by AHPRA;
 - (b) Membership costs of a relevant professional association providing accreditation for the profession (in the absence of AHPRA registration) and who also make available continuing education programs;
 - (c) Working with Children Checks; and
 - (d) Any other regulatory costs required to be met by the employee that may arise from time to time.

7.X Allied Health Working Group

- (i) The employer and Union acknowledge and support the findings of the NSW Health Allied Health Workforce Educator Role Report ('Report').
- (ii) To facilitate the implementation of Report recommendations, the following framework will be utilised.
- (iii) A taskforce of equal representation from each party will be established to undertake the necessary work to achieve implementation of the Report recommendations. The first meeting of this taskforce will occur within two months of this Award becoming operational.
- (iv) The role of the taskforce will also extend to a subsequent monitoring component to track implementation and progress against several variables, including but not limited to, per LHD, Network, Hospital or Service, and per a specific discipline within the defined Allied Health cohort.
- (v) The taskforce will not be unnecessarily constrained in the areas it may consider but will pay particular attention to those areas identified by representatives of one or both of the parties on the taskforce.
- (vi) The taskforce will also consider other classification structures under this Award which, whilst not falling in the Allied Health cohort used by the Report, would also have positive benefits to them and clinical services from strengthened Educator roles.

- (vii) The taskforce will have made available to it all relevant financial, employment and other associated information as is required or requested by either the employer or Union to genuinely ensure the taskforce is enabled to undertake its activities in the most productive and evidence-based way.
- (viii) The taskforce will conduct its activities and implementation efforts in a timely fashion, with progress milestones to be established and in turn reported upon.

2.X No Detriment Requirements (CAP)

- (i) No employees ('impacted employee') covered by this Award will suffer a reduction in their substantive Level / Grade or salary as a result of the implementation of a new facility / department / LHD / Network structure by an entity included in the definition of the NSW Health Service.
- (ii) In these instances, the impacted employee will retain their substantive Level / Grade and salary (and all future salary increases) despite being placed at a Level / Grade, resulting from a restructure, which may carry a lesser salary.
- (iii) This will remain the case whilst ever the impacted employee remains in their substantive Level / Grade.
- (iv) Nothing prevents the employer from having the impacted employee undertake duties that are consistent with the Award definition of their retained substantive Level / Grade.