

NSW HEALTH SERVICE ALLIED HEALTH ASSISTANTS (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 213520 of 2023)

Before Chief Commissioner Constant

17 August 2023

AWARD

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PART A

2. Definitions

“Allied Health Assistant” An Allied Health Assistant works under the supervision and direction of an allied health professional to perform clinical and non-clinical duties. The Allied Health Assistant may be engaged to work in a discipline specific area or assist in the delivery of allied health services across a multi-disciplinary team.

“Clinical Duties” include therapeutic and program related activities and may include the identification and reporting of changes in the client’s condition.

“Direct Supervision” means that a supervising Allied Health Professional is physically present to observe and direct the activities of an Allied Health Assistant.

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

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

“Indirect Supervision” is when the supervising Allied Health Professional is on-site, yet not physically present whilst the Allied Health Assistant undertakes activities as previously delegated by the Allied Health Professional. Procedures are to be in place to ensure the supervising Allied Health Professional is contactable to provide further direction if required.

"Recognition of Prior Learning (RPL)" means the process whereby an employee has their qualifications, skills and/or knowledge assessed for equivalence, by a Registered Training Organisation, against the identified set of competencies for placement at Level 2 or Level 3 Allied Health Assistant.

“Remote Supervision” is when the Allied Health Professional is off-site whilst an Allied Health Assistant undertakes activities previously delegated by the Allied Health Professional. Procedures are to be in place to ensure that the supervising Allied Health Professional is contactable to provide further direction if required. This may include the use of technologies such as teleconferencing or videoconferencing.

“Service” means service as an employee with the employer both before and after the commencement of the Award.

“Non-Clinical Duties” include administrative and support activities.

“Union” means the Health Services Union.

3. Classification of Allied Health Assistants

3.1 Allied Health Assistants will be classified according to the criteria set out at Schedule B of the Award.

4. Qualifications

4.1 The Minimum qualification requirements for each Allied Health Assistant classification are set out at Schedule B of this Award.

5. Salaries

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

5.2 On attainment of a relevant qualification Allied Health Assistants will move to Year 1 of the appropriate level of the Award.

5.3 Salary progression within Levels will occur following 12 months satisfactory service.

6. Conditions of Service

6.1 The Health Employees Conditions of Employment (State) Award 2022, as varied or replaced from time to time, shall apply to all persons covered by this Award.

6.2 The Health Industry Status of Employment (State) Award 2022, as varied or replaced from time to time, shall also apply to relevant employees.

7. Dispute Resolution

- 7.1 The dispute resolution procedures contained in the awards identified in Clause 6, Conditions of Service, shall apply.

8. Anti-Discrimination

- 8.1 It is the intention of the parties bound by this Award to seek to achieve the object of 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.
- 8.2 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 direct or indirect discriminatory effect.
- 8.3 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.
- 8.4 Nothing in this clause is to be taken to affect:
- 8.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 8.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 8.4.3 any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
- 8.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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.”

9. No Extra Claims

- 9.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), 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 2024 by a party to this Award.

10. Transitional Arrangements

- 10.1 The transitional arrangement of employees employed in the classifications of Allied Health Assistant, Technical Assistant Grade 1, Diversional Therapist without Diploma, or Technical Assistant

(Orthotic/Prosthetic) as at 19 April 2018 are determined in accordance with the Transitional Arrangements contained in Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA) of Part B, Monetary Rates, of this Award.

10.2 The translation to the new structure for employees covered by this award will be undertaken utilising the following basic principles.

10.2.1 Anniversary/incremental date of employees will be retained.

10.2.2 Nothing contained in this award shall operate to reduce the wages or conditions of employment available to any employee at the time of the award coming into effect.

11. Area, Incidence and Duration

11.1 This Award takes effect from 1 July 2023 and shall remain in force until 30 June 2024. The rates 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 2023.

11.2 This Award rescinds and replaces the NSW Health Service Allied Health Assistants (State) Award 2022 published 4 November 2022 (393 I.G. 195) and all variations thereof.

11.3 This Award applies 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.

SCHEDULE A

DISCIPLINES WHICH UTILISE ALLIED HEALTH ASSISTANTS

Dietetics

Diversional Therapy

Exercise Physiology

Mental Health

Occupational Therapy

Orthotics/Prosthetics

Physiotherapy

Podiatry

Radiography

Social Work

Speech Pathology

Provided that additional classifications for which the Union has constitutional coverage may be added to this list by agreement between the Union and the Employer.

SCHEDULE B

CLASSIFICATIONS AND QUALIFICATIONS FOR ALLIED HEALTH ASSISTANT POSITIONS

Level 1

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

has completed less than 12 months' service as an Allied Health Assistant; and

does not hold the qualifications of a Level 2 or Level 3 Allied Health Assistant.

Level 2

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

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

Level 3

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

PART B

MONETARY RATES

Table 1 - Salaries

In the period 1 July 2023 to the commencement of the first full pay period on or after 1 July 2023, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2023.

Classification	Rate from ffppoa 01/07/2023 Per week \$
Allied Health Assistants	
Level 1	
Entry	1,124.85
Level 2	
1st Year	1,150.25
2nd Year	1,170.48

3rd Year	1,184.77
Level 3	
1st Year	1,219.61
2nd Year	1,242.74
3rd Year	1,271.78

Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA)

Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
Technical Assistant Grade 1- Therapy Aide	1	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA Level 2 - 1st year	AHA level 3 - 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
Diversional Therapist Without Diploma	1	AHA level 1 - Entry	AHA level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
Technical Assistant (Orthotic Prosthetic) Level 1	1	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
Level 2	1	AHA level 3 - 2nd year	AHA level 3 - 2nd year	AHA level 3 - 2nd year
	2	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year
	3	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year

1. Employees employed at the operative date of the NSW Health Service Allied Health Assistants (State) Award 2018 published 25 October 2019 (385 I.G. 449) in the classification of Technical Assistant Grade 1, Diversional Therapist Without Diploma, Technical Assistant (Orthotic/Prosthetic) shall transition to the classification of Allied Health Assistant, in accordance with Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA) of Part B, Monetary Rates. These employees retain their existing incremental date and progress by way of annual increment throughout the new salary range.
2. Employees, who at the operative date of the NSW Health Service Allied Health Assistants (State) Award 2018 published 25 October 2019 (385 I.G. 449), are in receipt of a salary at the 1st, 2nd or 3rd

year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2, shall transition to the new salary scale of Allied Health Assistant in accordance with Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA) of Part B, Monetary Rates. Provided that Employees who are in receipt of a salary at the 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2:

- 2.1 shall transition at their applicable rate of pay at the operative date of the said Award;
- 2.2 any percentage-based wage increases which are awarded post-commencement of the said Award will be calculated and applied based on the Employee's transitional rate.

N. CONSTANT, *Chief Commissioner*

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