

## **CROWN EMPLOYEES (SCHOOL PSYCHOLOGISTS - DEPARTMENT OF EDUCATION) SALARIES AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 463497 of 2023)

Before Chief Commissioner Constant

22 January 2024

### **VARIATION**

1. In the Arrangements of the award published on 9 June 2023 (394 I.G. 636), insert a new clause "5, Casual Employees" and renumber subsequent clauses as follows:
  5. Casual Employees
  6. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
  7. Conditions of Employment
  8. Qualifications
  9. Professional Practice Framework
  10. Performance and Development
  11. Grievance and Dispute Settlement Procedure
  12. No Extra Claims
  13. Anti-Discrimination
  14. Area, Incidence and Duration
2. Insert after subclause 3.19 of clause 3, Definitions the following new subclause and renumber subsequent subclauses accordingly:
  - 3.20 "School Psychologist, Advanced Certification" means a School Psychologist defined at 3.19 who has also attained Advanced Certification against the Professional Practice Framework, holds General Registration with the Psychology Board, and has completed 12 months of service at SP5.
3. Delete subclause 4.1 of clause 4, Salaries and insert in lieu thereof the following:
  - 4.1 Effective from the first full pay period on or after 9 October 2023:
    - 4.1.1 the salaries and rates of pay for school psychologists arise from and reflect the implementation of a new classification structure in accordance with Part B - Salaries, Table 1.
4. Delete subclause 4.2 of clause 4, Salaries and insert in lieu thereof the following:
  - 4.2 The annual salary for School Psychologists will be in accordance with the School Psychologist's level of Registration with the Psychology Board on commencement of employment.
    - 4.2.1 A School Psychologist with Provisional Registration with the Psychology Board will commence on SP1.
    - 4.2.2 Unless clauses 4.2.3 to 4.2.5 apply, a School Psychologist with General Registration with the Psychology Board will commence employment with the Department on SP2.
    - 4.2.3 A School Psychologist with General Registration with the Psychology Board and at least two years', but less than three years', relevant experience in a psychologist role with General Registration will commence on SP3.

- 4.2.4 A School Psychologist with General Registration with the Psychology Board and at least three years', but less than four years', relevant experience in a psychologist role with General Registration will commence on SP4.
- 4.2.5 A School Psychologist with General Registration with the Psychology Board and at least four years' relevant experience in a psychologist role with General Registration will commence on SP5.
- 4.2.6 When making an offer of employment to a prospective Employee, the Department must inform them of the terms of this clause 4 and give the prospective Employee an opportunity to put forward any information that they wish the Secretary to consider in determining whether the prospective Employee should commence employment on a band higher than SP2.
- 4.2.7 A School Psychologist with General Registration with the Psychology Board and Advanced Certification against the Professional Practice Framework will commence on the School Psychologist Advanced Certification salary.
5. Delete subclause 4.3 of clause 4, Salaries and insert in lieu thereof the following:
- 4.3 The rates of pay for senior psychologists education and leaders, psychology practice arise from and reflect the implementation of a new classification structure in accordance with Part B - Salaries, Table 2 and will be effective from the first pay period commencing on or after 9 October 2023.
6. Delete subclause 4.4 of clause 4, Salaries and renumber remaining subclauses as follows:
- 4.4 Salary progression from SP1 to SP2 will take effect from the first full pay period after the completion of a minimum of 12 months service, attainment of General Registration with the Psychology Board and subject to the satisfactory performance of duties via an Annual Performance and Development Plan.
- 4.4.1. For those School Psychologists who have 12 months of service at SP 1 but do not have General Registration with the Psychology Board, progression from SP1 to SP2 will take effect from the first pay period after the School Psychologist attains General Registration with the Psychology Board and subject to the satisfactory performance of duties via an Annual Performance and Development Plan (including goals consistent with working towards the attainment of Established Certification).
- 4.5 Salary progression from SP2 to SP3 will take effect from the first full pay period after the completion of 12 months service at SP2 for those School Psychologists who continue to meet the requirements of General Registration with the Psychology Board and subject to the satisfactory performance of duties via an Annual Performance and Development Plan (including goals consistent with the attainment of Established Certification).
- 4.6 Salary progression from SP3 to SP4 and from SP4 to SP5 will take effect from the first full pay period after the completion of 12 months service for those School Psychologists who continue to meet the requirements of General Registration with the Psychology Board and subject to the satisfactory performance of their duties via an Annual Performance and Development Plan (including goals consistent with the maintenance of Established Certification).
- 4.7 Salary progression from SP5 to School Psychologist Advanced Certification will take effect from the first full pay period after confirmation of Advanced Certification and General Registration by the Psychology Board for School Psychologists who have been remunerated at SP5 for a minimum of 12 months and subject to satisfactory performance of duties via the Annual Performance and Development Plan (including goals consistent with the maintenance of Established Certification). For those School Psychologists who have Advanced Certification and General Registration with the Psychology Board but do not have 12 months service at SP5, progression from SP5 to School Psychologist Advanced Certification will, subject to satisfactory performance of duties via the Annual Performance and Development Plan, take effect from the first full pay period after the completion of 12 months service at SP5.

- 4.8 Payment of salaries under this clause is conditional upon a School Psychologist maintaining the appropriate level of registration with the Psychology Board in accordance with AHPRA regulations and Established Certification and Advanced Certification (where relevant).
- 4.9 Where delays to the completion of the Annual Performance and Development Plan process occurs, subject to compliance with all other requirements of clauses 4.4 to 4.7, a School Psychologist will be entitled to progress to the subsequent salary band effective from the original increment date, including backpay as necessary, on confirmation of satisfactory performance.
- 4.10 Where performance concerns are identified as part of the Annual Performance and Development Plan, the increment of a School Psychologist may be deferred. Subject to the compliance with the requirements of clauses 4.4 to 4.7, the payment of a previously deferred increment will be made from the date the Department deems the performance of the School Psychologist to be satisfactory. Where the unsatisfactory service occurred:
- 4.10.1 within the first 3 years of employment, the original increment date will be retained.
- 4.10.2 after 3 years employment, all future incremental dates will be varied by the period of the deferment.

7. Insert after subclause 4.10 of clause 4, Salaries, the following new heading and subclauses:

#### School Psychologists - Transition Arrangements

- 4.11 Existing school psychologists will transition to the new classification structure from the first full pay period on or after 9 October 2023.
- 4.12 A School Psychologist on Band 1 with less than 12 months service and Provisional Registration will:
- 4.12.1 Move to SP1 of the salary scale; and
- 4.12.2 Progress to SP2 after the attainment of General Registration with the Psychology Board and 12 months service.
- 4.12.3 Where General Registration is achieved ahead of 12 months service, progression will occur once 12 months is achieved.
- 4.12.4 Where 12 months service is achieved ahead of General Registration, progression will occur once General Registration is achieved.
- 4.13 A School Psychologist on Band 1 with more than 12 months service and Provisional Registration will:
- 4.13.1 Move to SP1 of the salary scale; and
- 4.13.2 Progress to SP2 after the attainment of General Registration with the Psychology Board.
- 4.14 A School Psychologist on Band 2.0 with less than 12 months service will:
- 4.14.1 Move to SP2 of the salary scale; and
- 4.14.2 Progress to SP3 of the salary scale after reaching 12 months service.
- 4.15 A School Psychologist on Band 2.0 with more than 12 months service will:
- 4.15.1 Move to SP3 of the salary scale.
- 4.16 A School Psychologist on Band 2.1 will:
- 4.16.1 Move to SP3 of the salary scale.

- 4.17 A School Psychologist on Band 2.2 will:
- 4.17.1 Move to SP4 of the salary scale.
- 4.18 A School Psychologist on Band 2.3 will:
- 4.18.1 Move to SP5 of the salary scale; and
  - 4.18.2 Progression to School Psychologist Advanced Certification will only apply to School Psychologists after the attainment of Advanced Certification against the Professional Practice Framework and 12 months service.
  - 4.18.3 Where Advanced Certification against the Professional Practice Framework is achieved ahead of 12 months service, progression will occur once 12 months service is achieved.
  - 4.18.4 Where 12 months service is achieved ahead of Advanced Certification against the Professional Practice Framework, progression will occur once Advanced Certification against the Professional Practice Framework is achieved.
- 4.19 A School Psychologist on Band 3 will:
- 4.19.1 Move to the School Psychologist Advanced Certification rate.
- 4.20 Upon completion of transition to the new salary structure effective from 9 October 2023, salary progression and maintenance will be subject to clauses 4.4 to 4.10 of this award.
8. Insert after clause 4, Salaries, the following new clause 5, Casual Employees:

### **5. Casual Employees**

- 5.1 The rates of pay for casual employees are set out in Part B - Salaries, Table 3
- 5.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 5.3 Casual school psychologists will receive either the CSP1 or CSP 2 rate of pay as provided for in Part B - Salaries, Table 3 in accordance with their registration status. That is, a provisionally registered casual school psychologist will be paid at CSP1 and a generally registered casual school psychologist will be paid at CSP2.
- 5.4 Casual school psychologists who commence work at the CSP1 rate of pay will be required to work for a minimum of 12 months before being eligible to receive the CSP2 rate of pay, even if they have attained General Registration.
- 5.5 Casual employees will be paid a casual hourly rate of pay which has been calculated in line with the formula prescribed at Clause 12.3 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.

#### Casual School Psychologists - Transition Arrangements

- 5.7 Existing casual school psychologists will transition to the new classification structure from the first full pay period on or after 9 October 2023.
- 5.8 A casual school psychologist on Band 1 with less than 12 months of service will:
  - 5.8.1 Move to CSP1 of the salary scale; and
  - 5.8.2 Progress to CSP2 of the salary scale after 12 months service and the attainment of General Registration with the Psychology Board.

- 5.8.3 Where General Registration is achieved ahead of 12 months service, progression will occur once the 12 months service is achieved.
- 5.8.4 Where 12 months of service is achieved ahead of General Registration, progression will occur once General Registration is achieved.
- 5.9 A casual school psychologist on Band 2 will:
  - 5.9.1 Move to CSP2 of the salary scale.
- 9. Renumber remaining clauses as follows:

## **6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 6.1 The entitlement to salary package in accordance with this clause is available to:
  - 6.1.1 ongoing full-time and part-time employees;
  - 6.1.2 temporary employees, subject to the Department's convenience; and
  - 6.1.3 casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.
- 6.2 For the purposes of this clause:
  - 6.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by Part B – Salaries of this award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - 6.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
  - 6.3.1 a benefit or benefits selected from those approved by the Secretary; and
  - 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement will be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement must be recorded in writing and must be for a period of time as mutually agreed between the employee and the Secretary at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
  - 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, the employer must pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906 (NSW)*;
  - (b) *Superannuation Act 1916 (NSW)*;
  - (c) *State Authorities Superannuation Act 1987 (NSW)*; or
  - (d) *State Authorities Non-contributory Superannuation Act 1987 (NSW)*,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, is calculated by reference to the rate of pay which would have applied to the employee under clause 4, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **7. Conditions of Employment**

### **7.1 General Conditions**

The employees covered by this award are entitled to the conditions of employment as provided for under the Act, Government Sector Employment Regulation 2014 (NSW) and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced. To the extent of any

inconsistency between the employment conditions found in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and this award, the employment conditions in this award apply.

## 7.2 Professional Supervision

- 7.2.1 Provisional School Psychologists who have been funded to complete a Department Scholarship will be provided by the Department with professional supervision by a Board-approved supervisor, employed or endorsed by the Department in accordance with the requirements of the Psychology Board guidelines and AHPRA regulations to achieve their registration.
- 7.2.2 Provisional School Psychologists who enter the service without a scholarship will have access to a principal and/or secondary Board-approved supervisor(s) to complete their registration requirements.
- 7.2.3 All School Psychologists' classifications will be provided by the Department with professional supervision by their professional practice supervisor within the School Counselling Service in order to maintain competence in their psychological practice through ongoing professional supervision in accordance with the requirements of the Psychology Board guidelines and AHPRA regulations.

## 8. Qualifications

- 8.1 Qualifications for School Psychologists will be those determined necessary to achieve General Registration with the Psychology Board, in accordance with AHPRA regulations
  - 8.1.1 To become eligible for General Registration, the minimum qualification required is completion of a six-year sequence of Board-approved accredited of education and training, known as an internship pathway. This could include a minimum of four years of study in Psychology followed by a two-year Board-approved supervised practice program undertaken while registered as a Provisional Psychologist; or five years of study in Psychology followed by one-year Board-approved supervised practice program undertaken while registered as a Provisional Psychologist.
  - 8.1.2 Those completing one of the internship pathways outlined in clause 8.1.1 must pass the National Psychology Exam before applying for General Registration.
  - 8.1.3 Alternatively a higher degree pathway to General Registration is available. Completion of an approved postgraduate degree in Psychology, accredited at the fifth or sixth-year level, such as a Masters or Doctorate will mean eligibility to apply for General Registration.

## 9. Professional Practice Framework

- 9.1 The Professional Practice Framework applies to all Employees.
  - 9.1.1 Any changes to the existing Professional Practice Framework or the development of a new framework will be the subject of consultation between the parties.

## 10. Performance and Development

- 10.1 Performance and development processes applicable to School Psychologists will consist of completion of an Annual Performance and Development Plan developed every 12 months in accordance with the Professional Practice Framework.
- 10.2 School Psychologists must have appropriate and equitable access to professional training, education and conference attendance relevant to both the Department and employee in order that they maintain competence through ongoing professional development in accordance with Psychology Board guidelines. The Department must not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance of approved training, education and conferences must be in

accordance with Section 7 – Training and Professional Development of the Crown Employees (Public Service Conditions of Employment) reviewed Award 2009 as amended from time to time.

### **11. Grievance and Dispute Settlement Procedure**

- 11.1 All grievances and disputes relating to the provisions of this Award must initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- 11.2 An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- 11.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977 (NSW)*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the Secretary or Delegate.
- 11.4 The immediate manager, or other appropriate officer, must convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- 11.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the dispute. This manager must respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Secretary or Delegate.
- 11.6 The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- 11.7 In the event that the matter remains unresolved, the Secretary must provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- 11.8 An employee, at any stage, may request to be represented by an Association representative.
- 11.9 The employee or the Association on their behalf or the Secretary may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 11.10 The employee, Association, Department and Secretary must agree to be bound by any recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 11.11 Whilst the procedures outlined in (11.2) to (11.10) are being followed, normal work undertaken prior to notification of the grievance or dispute must continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work must proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

### **12. No Extra Claims**

- 12.1 Other than as provided for in the *Industrial Relations Act 1996 (NSW)* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW), there are to be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the award that take effect prior to 8 October 2024 by a party to this award.

### **13. Anti-Discrimination**

- 13.1 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 (NSW)* 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.

- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 9 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor, 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.
- 13.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is to be taken to affect:
- 13.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 13.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 13.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW); and
- 13.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 13.5 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.

#### **14. Area, Incidence and Duration**

- 14.1 This award covers all School Psychologists, Senior Psychologists Education and Leaders, Psychology Practice employed by the Department under the Act.
- 14.2 This award commences on and from 1 January 2022 and remains in force until 8 October 2024.
- 14.3 The changes made by variation to the Crown Employees (School Psychologists – Department of Education) Salaries Award 2022 published 9 June 2023 (394 I.G. 636) will take effect from 9 October 2023.
10. Delete Part B, Salaries and insert in lieu thereof the following:

### **PART B**

#### **SALARIES**

**Table 1 - School Psychologist Salaries**

Classification	Salary to commence on or after 9.10.2023 \$
SP1	95,317
SP2	99,200
SP3	106,131
SP4	114,115
SP5	140,502
School Psychologist Advanced Certification	151,742

**Table 2 - Senior Psychologists Education and Leaders, Psychology Practice Salaries**

Classification	Salary to commence on or after 9.10. 2023 \$
Senior Psychologist Education	164,044
Leader, Psychology Practice	168,547

**Table 3**

**Hourly Rates of Pay - Casual School Psychologists and Senior Psychologists Education**

Classification	Rates to commence on or after 9.10. 2023 \$
CSP1	65.02
CSP2	77.11*
Senior Psychologist Education	111.91

\* It is intended that this rate will not be amended and/or increased until such time it is overtaken by the casual rate derived from the SP3 salary by using the formula prescribed at Clause 12.3 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

11. This variation will take effect from the first full pay period on or after 9 October 2023.

N. CONSTANT, *Chief Commissioner*

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