

CROWN EMPLOYEES (CHILD PROTECTION WORKERS) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 355475 of 2025)

Before Commissioner Webster

22 September 2025

AWARD

PART A - GENERAL

Arrangement

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1. Title

- 1.1 This Award will be known as the Crown Employees (Child Protection Workers) Award 2025.

2. Definitions

In this Award:

- 2.1 "Act" means the *Government Sector Employment Act* 2013, or its replacement.
- 2.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.3 "Award" means this Crown Employees (Child Protection Workers) Award 2025.
- 2.4 "Bandwidth" means the hours between 7am and 9pm or such other shorter period provided under a FWHA.
- 2.5 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed 2009 or its replacement.
- 2.6 "CDP" means the Caseworker Development Program.

- 2.7 "Child Protection Worker" means every non-executive employee employed in the Department's Child Protection and Permanency division, that undertakes front line child protection work and related work in the following roles: Child Protection Caseworker, Manager Casework, Manager Client Services, Casework Support Officer, Leading Caseworker, Family Time Workers/Coordinators/Manager and Aboriginal Caseworkers
- 2.8 "Common salary point" means the salary points included in the Salaries Award.
- 2.9 "Contract Hours" means 35 hours per week.
- 2.10 "Department" means the Department of Communities and Justice or any successor.
- 2.11 "Department Head" means the Secretary of the Department of Communities and Justice.
- 2.12 "Employee" means any person who is a day worker or shift worker appointed and performing the duties of any of the positions covered by this Award.
- 2.13 "FWHA" means the flexible hours arrangement as contained within a local agreement made under Clause 10 of the Conditions Award.
- 2.14 "Manager" means the direct line supervisor of a Child Protection Worker with responsibility for approving time sheets.
- 2.15 "Regulation" means the Government Sector Employment Regulation 2014, as may be varied or replaced.
- 2.16 "Salaries Award" means the Crown Employees (Public Sector - Salaries) Award 2024, or its replacement.
- 2.17 "Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act* 2013.
- 2.18 "Standard Daily Contract Hours" means 7 hours per day.

3. Parties

- 3.1 The parties to this award are the Secretary and the Association.

4. Coverage

- 4.1 This Award applies to Child Protection Workers.

5. Area, Incidence and Duration

- 5.1 The provisions of the Conditions Award and Salaries Award or any replacement awards, apply to employees covered by this award, except where specifically varied by this award.
- 5.2 The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the Salaries Award and any variation or replacement award.
- 5.3 Subject to clause 5.4 this award remains in force until varied or rescinded and takes effect from 1 July 2025 and remains in force until 30 June 2028.
- 5.4 Clauses 11 and 12 will take effect on 6 October 2025.

6. No Extra Claims

- 6.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or

proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by this award that take effect prior to the nominal expiry of the award unilaterally made by a party to this award unless otherwise agreed by the parties.

- 6.2 This undertaking does not prevent the parties from continuing collaborative discussions during the term of this Award to deliver additional enhancements to remuneration or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.
- 6.3 The parties are not prevented from commencing any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

7. Professional Qualification

- 7.1 Appointment to the role of 'Child Protection Caseworker' requires the completion of a tertiary qualification (in Social Work, Psychology, Social Science Welfare or related discipline) that is acceptable to the Department.
- 7.2 An exception to 7.1 is for an employee who occupies a Child Protection Caseworker role that is identified for Aboriginal employees.
- 7.3 All Child Protection Caseworkers are required to complete the CDP as determined by the Department.

8. Progression

- 8.1 Employees will move through the salary range in annual increments in accordance with clause 14 of the Regulation.
- 8.2 A Graduate Caseworker Year 2 will progress to Caseworker Year 1 subject to completion of the CDP and satisfactory conduct and service.

9. Salaries

- 9.1 The annual salaries payable to employees covered by this Award are set out in Table 1 Monetary Rates, Part B of this Award.
- 9.2 The salary rates set at the date of commencement of this Award will increase in accordance with the Salaries Award and any variation or replacement award.

10. Salary Transition

- 10.1 All references to 'Grade' in this clause mean the former Administrative and Clerical Officer gradings included in the Salaries Award.
- 10.2 As of the first pay period on or after 1 July 2025, Child Protection Caseworkers previously graded at Grade 4 step 2, Grade 5 or Grade 6 will immediately advance two (2) increments in line with Table A below. The employees annual incremental date in place prior to 1 July 2025 will be retained.
- 10.3 Child Protection Caseworkers previously at Grade 4 step 2 who progressed from Grade 4 step 1 to Grade 4 step 2 upon implementation of the Section 52 (1) Determination No.5 - 2024 will immediately advance one (1) incremental point. The employee's annual increment date in place prior to 1 July 2025 will be retained.
- 10.4 Child Protection Workers who were subject to the Section 52 (1) Determination No.5 - 2024 will not receive additional increments in accordance with cl 10.2 and 10.3. The employee's annual increment date in place prior to 1 July 2025 will be retained.

- 10.5 Child Protection Caseworkers who as of 1 July 2025 were previously at Grade 7 step 1 will immediately advance to Year 6 of the new salary range. The annual progression date will change to 1 July 2025.

TABLE A: Salary Transition

Classification	Previous Grade	Salary pre-Award \$pa (includes 1.7.25 increase)	New Grade	New Salary 1 July 2025 (includes 1.7.25 increase)
Graduate Caseworker	Grade 4 Step 1	89,934	Year 1	89,934
	Grade 4 Step 2	92,701	Year 2	92,701
Caseworker	Grade 4 Step 2*	92,701	Year 1	99,938
	Grade 4 Step 2**	92,701	Year 2	103,089
	Grade 5 Step 1	99,938	Year 3	107,131
	Grade 5 Step 2	103,089	Year 4	110,271
	Grade 6 Step 1	107,131	Year 5	113,574
	Grade 6 Step 2	110,271	Year 5	116,969
	Grade 7 Step 1	113,574	Year 6	116,969
	Grade 7 Step 2	116,969	Year 6	116,969

*applies to Caseworkers who are referred to in 10.3 above.

**applies to Caseworkers who are referred to in 10.2 above.

- 10.6 Manager Caseworkers who, as of 1 July 2025, have less than 12 months service at Grade 9 Step 2 (outlined in Table B) will, at their next incremental date, move to Year 3 under the new salary range.
- 10.7 Manager Caseworkers who, as of 1 July 2025, have more than 12 months service but less than 24 months service at Grade 9 Step 2 will transition to Year 4 under the new salary range.
- 10.8 Manager Caseworkers who have 24 months or more service will transition to Year 4 under the new salary range. The annual progression date will change to 1 July 2025.

TABLE B: Salary Transition

Classification	Previous Grade	Salary pre-Award \$pa (includes 1.7.25 increase)	New Grade	New Salary 1 July 2025 (includes 1.7.25 increase)
Manager Casework	Grade 9 Step 1	129,464	Yr 2	133,105
Clause 10.6	Grade 9 Step 2	133,105	Yr 3	138,539
Clause 10.7	Grade 9 Step 2	133,105	Yr 4	142,665
Clause 10.8	Grade 9 Step 2	133,105	Yr 4	142,665

11. Overtime

- 11.1 Overtime is all time worked in excess of 9 hours (excluding lunch breaks) in a day or outside Bandwidth, provided the time is worked as authorised by the Department.
- 11.2 An employee will be working 'authorised overtime' after 9 hours but within Bandwidth if:
- 11.2.1 The Department has requested or required the employee to work; or,
- 11.2.2 The employee was obligated to work and the work could only reasonably be performed after 9 hours in the circumstances.
- 11.3 An employee will be working 'authorised overtime' outside of Bandwidth if:
- 11.3.1 The Department has requested or required the employee to work; or,

- 11.3.2 The employee has requested to work and the request was approved; or,
- 11.3.3 The employee was obligated to work and the work could only reasonably be performed outside of Bandwidth.
- 11.4 For avoidance of doubt, overtime is not authorised under cl 11.2.2 or cl 11.3.3 if the work could, in the circumstances, reasonably have been performed within Bandwidth.
- 11.5 For avoidance of doubt, and without limiting the entitlement to accrue flex-time under the FWHA for all time worked beyond contract hours, time worked beyond 9 hours (within bandwidth) with the Department's approval will be attributed to the employee's flex credit.
- 11.6 Managers must take all reasonable steps to ensure that they are aware of the hours worked by their staff, including any overtime which has or will be worked.
- 11.7 In the circumstance of cl 11.2.2 or cl 11.3.3, the employee must notify their Manager of the overtime performed as soon as reasonably practicable in the circumstances.
- 11.8 Clauses 90.2 to 90.5, 95 and 96 of the Conditions Award apply in respect of overtime which is authorised under cl 11.1.
- 11.9 This clause applies in respect of day workers.
- 11.10 During periods where Child Protection Workers are activated to undertake disaster recovery/welfare, Standard Daily Contract Hours will apply. All hours outside Standard Daily Contract Hours will be paid as overtime.

12. Flex Time

- 12.1 Any FWHA that applies to Child Protection Workers is subject to the terms of this Award and cannot derogate from the following conditions:
- 12.1.1 Hours worked are to be monitored by the Child Protection Worker and their Manager throughout each settlement period through the use of flex-time records and time sheets, and a Child Protection Worker and their Manager will work together with the aim of preventing the Child Protection Worker accruing more than the flexible working hours credit allowable in the settlement period under the FWHA.
- 12.1.2 If it is likely that at the end of the settlement period of the applicable FWHA that the Child Protection Worker will have more than the allowable flexible working hours credit, the Manager and the Child Protection Worker must devise a strategy in writing to ensure that the Child Protection Worker is able to use the flexible working hours credit as flex leave so as to avoid the Child Protection Worker accruing more than the allowable flexible working hours credit.
- 12.1.3 If the Child Protection Worker has more than the allowable flexible work hours credit at the end of any settlement period, the manager and the Child Protection Worker are to have a discussion as to whether there are half days or days in the following settlement period that can be taken as flex leave that will have the effect of reducing the total flexible working hours credit to an allowable amount under the FWHA.
- 12.1.4 If the Child Protection Worker and their Manager do not agree on half days or days that can be taken as flex leave in the next settlement period in accordance with cl 12.1.3, any flexible working hours credit over the allowable amount will be paid at the overtime rate and removed from the flexible working hours credit.
- 12.1.5 The written strategy referred to in clause 12.1.2 must be reported to the relevant Director by the Manager.

- 12.2 Without limiting cl 12.1, to the extent any existing FWHA is inconsistent with the conditions identified at cl 12.1.1 to 12.1.5, the conditions in cl 12.1.1 to 12.1.5 prevail and the FWHA has no effect to the extent of the inconsistency.
- 12.3 The clause applies in respect to day workers as defined in the Conditions Award.

13. Dispute Resolution Procedures

- 13.1 All grievances and disputes relating to the provisions of the Award shall 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 Department, if required.
- 13.2 A staff member is required to notify, in writing, their immediate Manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- 13.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 13.4 The immediate Manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 13.5 If the matter remains unresolved with the immediate Manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This Manager shall respond within two working days, or as soon as practicable. The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Executive Director.
- 13.6 The Executive Director, or a Director of the People Branch, may refer the matter to one of the Department's Business Partners or the Employee Relations Branch for consideration.
- 13.7 If the matter remains unresolved, the Department shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 13.8 A staff member, at any stage, may request to be represented by the Association.
- 13.9 The Association on their behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 13.10 The staff member, Association and the Department shall agree to be bound by any order or determination by the Industrial Relations Commission in relation to the dispute.
- 13.11 Whilst the procedures outlined in subclauses (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

14. Anti-Discrimination

- 14.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 14.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 14.3 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.
- 14.4 Nothing in this clause is to be taken to affect:
- 14.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 14.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 14.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 14.4.5 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 14.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes -

14.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

"Nothing in the 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."

PART B

Table 1 - Monetary Rates

Child Protection Workers

Classification and Grades	Common Salary point	1.7.24 Per annum 4% \$	1.7.25 Per annum 3% \$	1.7.26 Per annum 3% \$
FAMILY TIME WORKER				
1st year	46	73,522	75,728	78,000
2nd year	49	75,683	77,953	80,292
3rd year	52	77,795	80,129	82,533
4th year	55	79,931	82,329	84,799
CASEWORK SUPPORT				
1st year	58	82,193	84,659	87,199
2nd year	61	84,673	87,213	89,829
3rd year	64	87,315	89,934	92,632
4th year	67	90,001	92,701	95,482
GRADUATE CASEWORKER				
1st year of service	64	87,315	89,934	92,632
Year 2	67	90,001	92,701	95,482

CASEWORKER				
1st year	75	97,027	99,938	102,936
2nd year	78	100,086	103,089	106,182
3rd year	82	104,011	107,131	110,345
4th year	85	107,059	110,271	113,579
5th year	88	110,266	113,574	116,981
6th year	91	113,562	116,969	120,478
LEADING CASEWORKER				
1st year of service	95	118,296	121,845	125,500
Thereafter	98	122,058	125,720	129,492
MANAGER CASEWORK				
1st year	101	125,693	129,464	133,348
2nd year	104	129,228	133,105	137,098
3rd year	108	134,504	138,539	142,695
4th year	111	138,510	142,665	146,945
MANAGER CLIENT SERVICES				
1st year	116	145,378	149,739	154,231
2nd year	120	151,542	156,088	160,771
3rd year	126	161,034	165,865	170,841
4th year	130	168,130	173,174	178,369

N.B. - The Common Salary point will be adjusted in accordance with the Salaries Award.

J. WEBSTER, *Commissioner*

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