



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

CONTENTS

Vol. 393, Part 4

23 December 2022

Pages 886 — 1024

		Page
Awards and Determinations —		
Crown Employees (Department of Planning Industry and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2022	AIRC	886
Operational Ambulance Managers (State) Award 2022	AIRC	922
Paramedics and Control Centre Officers (State) Award 2022	AIRC	952
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022 - 2023	AIRC	999
Industrial Committees		
Clothing Trades (State) Industrial Committee		1021
Enterprise Agreements Approved by the Industrial Relations Commission		1022
Contract Agreements Approved by the Industrial Relations Commission		1024

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SERIAL C9579

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING INDUSTRY
AND ENVIRONMENT - NATIONAL PARKS AND WILDLIFE
SERVICE) FIELD OFFICERS AND SKILLED TRADES SALARIES
AND CONDITIONS 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 252978 of 2022)

Before Commissioner McDonald

10 October 2022

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	Standby Arrangements - Including Standby associated with Declared Incident
9.	Allowance for Temporary Assignments to Higher Roles
10.	Assignment
11.	Progression
12.	Project Teams
13.	Hours of Work
14.	Variation of Hours
15.	Overtime - General
16.	Meal Breaks
17.	Rest Breaks
18.	Temporary, Casual and School Based Apprentices Work Arrangements
19.	Part-Time Work Arrangements
20.	Job Sharing
21.	Public Holidays
22.	Leave
23.	Recreation Leave and Annual Leave Loading
24.	Family and Community Service Leave and Leave arising from Domestic Violence
25.	Excess Travel Time
26.	Contact with Employees on Parental and Maternity Leave

27. Incident Conditions
28. Working from Home
29. Dependent Care
30. Families and Field Work
31. Training and Development
32. Study Assistance
33. Training Competency
34. Engagement of Contractors
35. Anti-Discrimination
36. Redundancy Entitlements
37. Outplacement Services
38. Workplace Environment
39. Housing
40. Industrial Grievance Procedure
41. Deduction of Union Membership Fees
42. Saving of Rights
43. No Extra Claims
44. Area, Incidence and Duration

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

2. Title

This award shall be known as Crown Employees (Department of Planning and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2021 Award.

3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non-Established camp.

"Act" means *Government Sector Employment Act 2013*, any successor or replacement legislation.

"Allocated Days Off" means the day/s that the employee who works set patterns of hours as detailed in this award has off each settlement period as a result of that employee accruing the necessary hours.

"Area Manager", means the employee who manages the parks, resources and employees of an Area and reports to a Branch Director.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Branch Director" means the employee who manages the parks, resources and employees of a Region and reports to an Executive Director of NPWS.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of section 43(4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means the head of the Department of Planning and Environment.

"Contract hours" for the day for a full-time employee, means one fifth of the full-time 35 hours, as defined in this Award. For a part-time employee, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five employees assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an employee responsible for leading a crew to implement a strategy. The Crew Leader ensures the work is undertaken efficiently and safely and is responsible for managing and recording the crew's operations.

"Crew Member" means an employee diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Dispute" is a disagreement between an employee or employees and the DPE concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an employee either rostered for duty, or assigned on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both DPE responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal stranding, security alarms, asset damage, risks to visitor safety. The responsibilities of a Duty Officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary.

"Employer for all purposes other than Industrial" means the Chief Executive of the Department of Planning and Environment.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his normal place of abode at the conclusion of each shift.

"Field Officer (Bush Fire Management Program) Classifications" are for the Bush Fire Management Funding Program.

Field Officer General Operations are Monday to Friday workers. Staff employed in this classification will perform the functions described in Appendix A

Field Officer Grade 1-2 are Monday to Friday.

Field Officer Grade 3-4 are Seven Day Roster Workers

Senior Field Supervisor Grade 3 are Monday to Friday

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (NB. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is DPE participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may

include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are NPWS employees whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00 p.m.

"NPWS" means the National Parks and Wildlife Service of the Department of Planning and Environment.

"Nominated working place" means the location where an employee normally commences work.

"Ordinary working hours" means the average number of hours the employee is required to work each week.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the DPE, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m.

"Standby" means an approved period of time outside normal working hours, when employees, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the employee's immediate supervisor or manager, or any other employee authorised by the Chief Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Employee" means any employee engaged in terms of section 43(3) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

4. Parties

4.1 The "Parties" to this Award are:

- (i) Industrial Relations Secretary for the Department of Planning and Environment (DPE);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to employees covered by this Award are specified in Tables 1 and 2 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salary rates are all inclusive of the following allowances:

- (i) Diving
- (ii) Kosciusko
- (iii) Dry Cleaning
- (iv) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2020 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades employees under this Award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) ongoing full-time and part-time employees;
- (ii) temporary employees, subject to DPE convenience; and
- (iii) casual employees, subject to DPE convenience, and limited to salary sacrifice to superannuation in accordance with sub-clauses 6.7 - 6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the employee's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"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 Chief Executive, 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 shall be known as a Salary Packaging Agreement.

6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive 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 DPE is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 6.7.3 subject to DPE's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, DPE shall 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:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 6.9.2 *Superannuation Act 1916*;
 - 6.9.3 *State Authorities Superannuation Act 1987*; or
 - 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*;
- the DPE 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 DPE 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 DPE 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 of 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, shall be calculated by reference to the rate of pay which would have applied to the employee under Part B - Monetary Rates of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall 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 Unions. Such variations shall 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. Allowances

7.1 Allowances payable in terms of subclauses 7.2, 7.3 and 7.4 listed in this clause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7.2 Boot Allowance

A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the DPE. The allowance is to be a maximum of \$173.84 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager or Branch Director of NPWS.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an employee is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by DPE, \$80.64 or \$3.33 per hour
- (ii) where meals are not provided by the DPE \$128.64 or \$5.36 per hour

7.3.4 DPE will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate employees for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those employees who meet the criteria set out in the Public Service Industrial Relations Guide and who live in a remote area as defined in paragraph 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$5113.15	\$3427.84
B	\$6817.54	\$4570.91
C	\$8521.94	\$5673.60

To be paid from the first full pay period to commence on or after 1 July 2016.

Table 2

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
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For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B"	is payable to employees living in the following locations: Bourke, Brewarrina, Clare, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett and Gwydir Wetlands.
Grade "C"	is payable to employees living in the following locations: Brindingabba, Culgoa, Enngonia, Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra, Yathong including Witta Brinna, Tarawi, Irymple, Lord Howe Island, Montague Island, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, Menindee, Kinchega, Macquarie Marshes and Gunderbooka.

7.4.6 Should employees be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by NPWS

7.5.1 A weekly allowance of \$190 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would DPE require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$27.14 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

8. Standby Arrangements - Including Standby Associated with Declared Incidents

8.1 Standby roles - employees may be directed to be on standby as a:

- (i) Duty Officer - either for general standby or associated with a declared incident (refer to clause 3 - Definitions); or
- (ii) General standby - an employee assigned on standby to respond to after hours duty as required.

8.2 Standby duties - employees directed to be on standby must be readily contactable by telephone, radio or mobile phone where one has been issued, during the standby period and be prepared to respond

immediately to duty as required. Employees who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.

- 8.3 Duty Officer support - a Duty Officer may have access to DPE's after-hours contact lists, a DPE vehicle (with radio) and mobile phone dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an employee can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.

8.5. Standby Rates

- 8.5.1 An employee required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Allowance for Temporary Assignments to Higher Roles

- 9.1 Employees who relieve in a higher role for a period of at least 5 consecutive workdays will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher role and the employee's salary. The proportions shall depend on the range and level of duties performed in the role. Where the role is vacant, an employee relieving in the role shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant role and the employee's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the roles.
- 9.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles shall be mutually agreed to prior to the relieving period.

10. Assignment

- 10.1 Assignment to a vacant role will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 10.2 Assignment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.

11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

12. Project Teams

12.1 The Chief Executive or nominee may request employees to perform work in a designated project team.

12.2 An employee may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the employee shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive role in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.

13.3.2 Employees, except those in roles under the Field Officer classification, may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.

13.3.3 The standard core time shall be between the hours of 9:30 a.m. and 3:30 p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10 - Local Arrangements, of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in NPWS work locations.

13.3.5 Pattern of hours is the way hours are worked each settlement period, e.g. start/finish times and days of the week for 7 day roster workers.

13.3.6 The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the DPE, the needs of employees and the provision of services to the DPE's customers.

- 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.8 Hours of work for roles and/or classifications will be as set out in subclause 13.4.
- 13.3.9 No employee will be able or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an employee are subject to consultation with the employee and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 15, Overtime - General, of this Award.

13.4.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of roles to be reclassified from Seven Day Roster roles to Monday to Friday Day roles in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster role if a vacancy exists in this category as determined in paragraphs 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39 - Industrial Grievance Procedure.

13.4.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a role being reclassified from Monday to Friday to a Seven Day Roster role will be made by the DPE on the basis that:
 - (a) Where an employee employed in a Monday to Friday role performs work on more than:
 - 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,
 the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the DPE (and the DPE will not unreasonably withhold agreement) to have the role converted to a Seven Day Roster Worker role that attracts the loading; or

- (b) By agreement between the local manager and delegate, a Monday to Friday Day role is converted to a Seven Day Roster role.
- (ii) Nothing in this clause is intended to derogate from the rights of employees opt in/opt out rights in paragraph 13.4.6 below.

13.4.4 Bushfire Management Program

- (i) This clause contains arrangements for the Enhanced Bush Fire Management Program.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in paragraph 13.4.4(ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in paragraph 13.4.4(ii) can be converted to a Seven Day Roster Worker role in accordance with paragraph 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive role as a Seven Day Roster Worker, they will be entitled to loading pursuant to paragraphs 13.4.5(vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster roles vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

13.4.5 Field Officer General Operations

- (a) The Field Officer General Operations will perform the functions contained at Appendix A of this award. The Field Officer General Operations will be a Monday to Friday worker and shall be remunerated by the rates contained in this award in Table 2.

13.4.6 Field Officer Grade 1-2

- (a) Field Officer Grade 1-2 are Monday to Friday workers.

13.4.7 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.4.7 (ii) except where paragraphs 13.4.2, 13.4.3, 13.4.4, 13.4.5 and 13.4.6 apply.
- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors Grades 1 and 2. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 13.4.6. Current employees will retain the loading should

- they transfer or win a promotion to another role as defined in the default employment category.
- (iv) Ordinary hours for employees are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the DPE and the employee concerned.
 - (v) Employees shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
 - (vi) Employees working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the DPE and the employee concerned.
 - (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
 - (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster roles for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
 - (ix) If an employee agrees to work more than the maximum specified in sub-clauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
 - (x) Employees referred to in (vii) or (viii) of this paragraph who are directed to work more weekend days and public holidays than those prescribed for their role, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this paragraph will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

13.4.8 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) paragraph 13.4.2 being satisfied; and,
 - (b) with written approval from the DPE.
- (ii) Prior to externally advertising a vacant Seven Day Roster role of the same classification that attracts the loading, the role will:
 - (a) in the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading; and

- (b) if no employees that have previously opted out accept the offer to opt back in, the role will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

13.4.9 Set Pattern of Hours

- (i) These provisions apply to employees who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
 - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
 - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks' notice prior to the commencement of this arrangement shall be given to the Branch Director where possible, and 2 weeks' notice of its cessation.
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where DPE directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least 2 weeks' notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between DPE and the employees within the bandwidth, no penalty is paid.
- 14.3 Where the DPE provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the DPE does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the employee requests a variation to hours and/or days and this is agreed by the DPE, no loading shall be paid.
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. The Branch Director in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

15. Overtime - General

15.1 General

15.1.1 General overtime conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of DPE; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

15.2.1 Employees covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

16. Meal Breaks

16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, employees shall be allowed at least 30 minutes.

16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

17. Rest Breaks

17.1 There must be a break of at least ten (10) consecutive hours between an employee's normal finishing time and normal start time.

17.2 Employees required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work and be paid for any time lost.

17.3 Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

17.4 Where an employee is recalled to work after their finishing time and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time and are

entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

- 17.5 Where an employee is recalled to work after their finishing time and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

- 18.1 Temporary employees and casual employees will be employed by the DPE in accordance with the provisions of the *Government Sector Employment Act 2013*.

18.2 Temporary Employees

18.2.1 All temporary employment will be in accordance with the Government Sector Employment Act 2013, or Regulations and Rules arising from this legislation from time to time.

18.2.2 Temporary employees shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.

18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to employer based contributions to their nominated superannuation fund.

18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.

18.3 Casual Employees

18.3.1 Casual employees shall be engaged by the DPE on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.

18.3.2 The casual hourly rate is determined by the following formulae:

- (i) Annual salary of the role divided by 260.8929 divided by 7 = Base hourly rate
- (ii) Rate for Monday to Friday = base hourly rate plus 25%
- (iii) Rate for Saturday = base hourly rate plus 58%
- (iv) Rate for Sunday = base hourly rate plus 83%
- (v) Rate for Public Holidays = base rate plus 158%

The rate of pay for casual employees shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casual employees are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casual employees are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, casual employees shall also receive the benefit of leave entitlements in accordance with subclauses 12(iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3.7 Casual employees shall be engaged and paid for a minimum of three consecutive hours for each day worked.

18.4 School Based Apprentices

18.4.1 Wages

- (i) The hourly rates for full-time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subparagraph 18.4.2(i) of this clause, where a school based apprentice is a full-time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

18.4.3 Conversion from a school based apprentice to a full-time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

19. Part-Time Work Arrangements

19.1 Part-time work may be available to:

19.1.1 ongoing and temporary employees who wish to work part-time in an existing role;

19.1.2 existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;

- 19.1.3 employees recruited and assigned to a role where the approved hours are less than full-time.
- 19.2 The decision to work part-time is voluntary. No employee shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Employees employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the role.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Employees employed on a part-time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Employees employed on a part-time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 DPE will support employees sharing a role provided that the:
- 20.2.1 arrangement is fair and equitable to the employees involved;
 - 20.2.2 employees involved in the job sharing arrangement agree to the arrangement;
 - 20.2.3 arrangement can be on an ongoing or temporary basis;
 - 20.2.4 arrangement is in the best interests of the smooth functioning of the DPE, ensuring that customer/client DPE relationship is maintained.
- 20.3 The days each employee shall work should be consecutive and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

- 21.1 General
- 21.1.1 Unless directed to attend for duty by the Secretary or delegate, an employee is entitled to be absent from duty on any day which is:
- (i) a declared public holiday throughout the State;
 - (ii) a declared local holiday in the part of the State at or from which the employee performs duty; and
 - (iii) a Public Service Holiday in accordance with any directives issued by the Secretary (this replaces the Union Picnic Day).

- 21.1.2 If a declared local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.
- 21.2 Monday to Friday Workers
- 21.2.1 Those employees required to work on a declared public holiday shall be paid overtime in accordance with clause 15 - Overtime - General.
- 21.2.2 Employees who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.
- 21.3 Seven Day Roster Workers
- 21.3.1 Employees covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13 - Hours of Work.
- 21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13 - Hours of Work, or clause 15 - Overtime - General, as is appropriate.
- 21.3.3 Provisions of paragraph 21.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14, Variation of Hours, of this Award. The employee will be entitled to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

22. Leave

- 22.1 General
- 22.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within:
- the Act and Regulation, and
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award, and
- DPE's policies as agreed and reviewed from time to time.
- 22.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

23. Recreation Leave and Annual Leave Loading

- 23.1 Recreation Leave
- 23.1.1 For Monday to Friday Workers paid recreation leave accrues at the rate of 20 working days per year,
- 23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.
- 23.2 Annual Leave Loading
- 23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.
- 23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

24. Family and Community Service Leave and Leave Arising from Domestic Violence

24.1 The application of Family and Community Service Leave for employees covered by this Award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

24.2 The application of Leave for Matters Arising from Domestic Violence for employees covered by this Award shall be in accordance with clause 84A of the Crown Employees (Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

25. Excess Travel Time

25.1 Excess Travel Time shall be regulated in accordance with the provisions of clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

26. Contact with Employees on Parental and Maternity Leave

26.1 All parties agree to implement the NPWS Parental/Maternity Leave Contact Policy which aims to maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

26.2 It is recognised that some employees may not wish to keep in contact with the DPE while they are on leave.

27. Incident Conditions

27.1 General

27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Branch Director until such time as the declaration of the incident is lifted.

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic firefighting training all employees will be issued with appropriate personal protective and other equipment in accordance with the DPE's Fire Management Manual as varied from time to time.

27.1.5 Employees directed to return from annual leave to attend an Incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off as in paragraph 27.2.5.

27.1.6 "Incident Controller" within this clause means an employee responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in subclause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an employee is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Employees required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days' pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, employees may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances, e.g. new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where employees are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Employees shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department DPE's job evaluation process. Only those persons assigned to roles identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

Role	2.04% increase effective from the first full pay period on or after 1 July 2021 \$	2.53% increase effective from the first full pay period on or after 1 July 2022 \$
Crew Member	67,345	69,160
Crew Leader	75,656	77,570
Sector Commander	83,987	86,112
Divisional Commander	95,118	97,525
Operations Officer	102,127	104,711
Planning Officer	102,127	104,711
Logistics Officer	126,478	129,678
Incident Controller	140,170	143,716
Deputy Incident Controller	140,170	143,716
Safety Officer	102,127	104,711
Situation Officer	83,987	86,112
Situation Unit Leader	95,118	97,525
Resource Officer	83,987	86,112
Resource Unit Leader	95,118	97,525
Air Attack Supervisor	95,118	97,525
Air Operations Manager	102,127	104,711
Air Observer	83,987	86,112
Airbase Manager	83,987	86,112

27.5.2 Employees with specific skills assigned to work in any of the identified Incident Roles listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional Incident Roles has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Employees must be assigned to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new Incident Roles are created, they will be evaluated to determine the appropriate salary and existing Incident Roles may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.

27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15 - Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time, e.g. 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 DPE will compensate employees for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 DPE will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.

27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 DPE will generally provide meals including breakfast, lunch, and dinner, and provide supper for employees working night shift.

27.8.2 Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.24 per meal is made.

27.8.4 Wherever possible employees will be allowed to return home or the DPE will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in clause 7, Allowances, of this Award.

27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified employees may be required to be on standby outside normal rostered working hours.

28. Working from Home

28.1 Supervisors may allow employees to work from home: however, working from home is not to be a routine arrangement.

28.2 Employees covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to employees where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

- 28.3.3 for weekend and night emergency incident management; and
- 28.3.4 the nature of the work allows for it.
- 28.4 In some cases where family members are sick, employees may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 28.5 When working at home, employees must ensure that they are contactable by their office.
- 28.6 Employees are covered by workers' compensation where prior approval has been given to the employer to work from home.

29. Dependent Care

- 29.1 Where dependents of the employee are sick and require care, the DPE will continue to support the employee in the following ways:
- 29.1.1 In accordance with clause 75, Parental Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award;
or
- 29.1.2 Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an employee with a sick dependent is required to attend to work that cannot be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 DPE will meet the additional costs involved in before or after school care, where an employee is required to work beyond their regular hours, resulting in additional cost to the employee for childcare, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable employees to attend residential training and development activities.
- 29.4.2 To employees required to work during emergency situations.
- 29.4.3 To ensure that employees are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 DPE will compensate the employee for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

- 30.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.
- 30.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Branch Director.

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the DPE.
- 31.2 The training and development of employees covered by this Award will be linked to the Performance Development and Feedback system or any replacement Performance Management System agreed to by the parties. Performance, Development and Feedback Plans will be established through the system and be relevant to the employee's current role and their future career path.
- 31.3 All training and development will be managed and conducted in accordance with the DPE's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

- 32.1 The DPE will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Employees are entitled to apply for study time and study leave in accordance with the provisions Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award
- 32.2.1 The following costs associated with courses:
- (a) Higher Education Contribution Help Scheme Fee; or
 - (b) TAFE compulsory fees; or
 - (c) Compulsory post-graduate fees; or
 - (d) Compulsory full fee paying course fees;
- will be reimbursed by the DPE in accordance with the guidelines following.
- 32.3 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an employee of the DPE: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DPE operations or needs and is approved as such by the Chief Executive; or
 - (ii) is their second or successive qualification as an employee of the DPE: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DPE operations or needs and is approved as such by the Chief Executive.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 32.3(i) or \$12,000 in respect of paragraph 32.3(ii) of this clause, where other requirements have been met as in subclause 32.6 below.
- 32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the DPE, approval may be given for a maximum of eight annual approvals as set out in subclause 32.4 above.

- 32.6 To be eligible to receive a refund, an employee must:
- (i) have been employed in the DPE prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Employees who receive prior approval for study assistance for a particular course, or qualification under the NPWS policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 32.3(ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 32.3(i) any subsequent application for study assistance will be treated as a second application under paragraph 32.3(ii) of this clause.
- 32.9 The costs associated with courses as outlined in paragraph 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 32.3(i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

34. Engagement of Contractors

- 34.1 DPE is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department DPE. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted or be an appropriately qualified person. The parties will consult on the level of supervision required.

35. Anti-Discrimination

- 35.1 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.
- 35.2 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.
- 35.3 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.

35.4 Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) offering or providing junior rates of pay to persons under 21 years of age;
- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

35.5 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.

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

35.7 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."

36. Redundancy Entitlements

36.1 Redundancy provision payments will be made in accordance with the Managing Excess Employees Policy, as varied from time to time.

37. Outplacement Services

37.1 DPE agrees to provide outplacement services to employees declared excess and who are subject to the Managing Excess Employees Policy. A panel of suitable outplacement service providers will be agreed between DPE and AWU.

38. Workplace Environment

38.1 DPE will ensure that all employees are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.

38.2 While there are no requirements for office workplaces, the DPE agrees to provide employees covered by this Award with reasonable conditions and space.

38.3 Smoking is prohibited at all indoor NPWS workplaces and in DPE vehicles.

39. Housing

39.1 The parties agree to consult on future issues related to DPE-owned housing including the preparation of briefs for valuers.

39.2 All employees occupying a DPE house will be required to sign a tenancy agreement.

40. Industrial Grievance Procedure

40.1 General

40.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

40.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.

40.1.3 In seeking a resolution to any industrial dispute or industrial grievance, DPE may be represented by an industrial organisation of employers, and the employees of DPE may be represented by an industrial organisation of employees.

40.1.4 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 employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

40.2 Steps to Resolve Industrial Grievances or Disputes

40.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of DPE and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

41. Deduction of Union Membership Fees

41.1 Each Union shall provide DPE with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.

41.2 The Union(s) shall advise DPE of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the DPE at least one month in advance of the variation taking effect.

41.3 Subject to subclauses 41.1 and 41.2 above, the Department DPE shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with its rules of membership, provided that the employee has authorised the DPE to make such deductions.

- 41.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Union(s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to employee's Union membership accounts.
- 41.5 Unless other arrangements are agreed by the DPE and the Union(s), all Union membership fees shall be deducted on a fortnightly basis.
- 41.6 Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

42. Saving of Rights

- 42.1 No employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

43. No Extra Claims

- 43.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2022) Award shall apply to employees covered by this Award.

44. Area, Incidence and Duration

- 44.1 This Award will apply to employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the National Parks and Wildlife Service of the Department of Planning and Environment.
- 44.2 This Award will not apply to employees:
- (i) that transferred to the DPE where these employees occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established Department DPE of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (Department of Planning Industry and Environment - Parks and Wildlife Group) Conditions of Employment 2015 Award or any successor instrument to that Award including employees who are occupying Field Officer classifications where the role description specifies the role's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2019 or any successor instrument to that Agreement.
- 44.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.
- 44.4 The Award shall take effect on and from 1 July 2022 and shall remain in force nominally until 30 June 2023.
- 44.5 This award rescinds and replaces the Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2021 Award published 8 October 2021 (390 I.G. 569).

44.6 The parties have agreed that negotiations for a new Award will commence 6 months prior to the nominal expiry date of this Award and that these discussions will include consideration of the following issues:

The creation of a stand-alone Award

The insertion of a consultation clause that provides for regular meetings between union delegates and local managers to discuss local issues

Whether any employee-related cost savings have been achieved during the nominal term of this Award

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/ GRADE/YEAR	2.04 increase effective from the first full pay period on or after 01.07.21 Per annum \$	2.53% increase effective from the first full pay period on or after 01.07.22 Per annum \$
TRADESPERSON		
Tradesperson Level 1	68,009	69,730
Tradesperson Level 2	70,225	72,002
Tradesperson Level 3	72,686	74,525
Tradesperson Level 4	76,484	78,419
Tradesperson Level 5 Year 1	77,462	79,422
Tradesperson Level 5 Year 2	81,690	84,034
Electronics Tradesperson	85,774	87,944
TRADES APPRENTICE YEAR (PERCENTAGE) 1st Year (50%) 2nd Year (60%) 3rd Year (75%) 4th Year (85%)		
COMPETENCY CRITERIA FOR SKILLED TRADES		
Level 1 Base trade. Appointees Employees at this level must have appropriate trade qualifications.		
Level 2 Base trade plus the ability to perform general park maintenance duties, when required		
Level 3 A tradesperson who is able to:		
- work with the minimum amount of supervision; - work with the minimal amount of technical direction; - solve technical problems; meet deadlines;		

- ensure quality control of work; and perform general park maintenance duties when required.	
Level 4 Senior Tradesperson is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or supervises the work of other tradespersons, including setting work priorities	
Level 5 Assignment to a role at this level is by competitive selection to advertised vacancies. This level includes the Maintenance Supervisor role, which is responsible for the Field Officers of a district A trade role which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a role at this level.	

Table 2 - Salary Schedule for Field Officer Classification

	2.04 increase effective from the first full pay period on or after 01.07.21 Per annum \$	2.53% increase effective from the first full pay period on or after 01.07.22 Per annum \$
CLASSIFICATION/GRADE/YEAR		
Field Officer General Operations - Monday to Friday		
Field Officer General Operations	44,190	45,308
AWU classification - Officers employed from 4/8/05		
Field Officer Base Grade 1/2 - AWU - Monday to Friday		
Field Officer Base Grade 1 Year 1- AWU	51,308	52,606
Field Officer Base Grade 1 Year 2- AWU	52,237	53,559
Field Officer Base Grade 2 Year 1- AWU	53,534	54,888
Field Officer Base Grade 2 Year 2- AWU	56,030	57,448
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	51,308	52,606
Field Officer Grade 1 Year 2	52,237	53,559
Field Officer Grade 2 Year 1	53,534	54,888
Field Officer Grade 2 Year 2	56,030	57,448
Field Officer Grade 3A Year 1	63,934	65,552
Field Officer Grade 3A Year 2	65,062	66,708

Field Officer Grade 4A Year 1	66,883	68,575
Field Officer Grade 4A Year 2	68,090	69,813
AWU - Field Officers Grade 1/2		
Field Officer Grade 1/2		
Field Officer Grade 1 Year 1	51,308	52,606
Field Officer Grade 1 Year 2	52,237	53,559
Field Officer Grade 2 Year 1	53,534	54,888
Field Officer Grade 2 Year 2	56,030	57,448
AWU - Field Officers Grade 3/4		
Field Officer Grade 3/4		
Field Officer Grade 3A Year 1	63,934	65,552
Field Officer Grade 3A Year 2	65,062	66,708
Field Officer Grade 4A Year 1	66,883	68,575
Field Officer Grade 4A Year 2	68,090	69,813
AWU classification - Existing officers employed prior to 4/8/05		
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	58,949	60,440
Field Officer Grade 1 Year 2	60,053	61,572
Field Officer Grade 2 Year 1	60,954	62,496
Field Officer Grade 2 Year 2	62,120	63,692
Field Officer Grade 3A Year 1	63,934	65,552
Field Officer Grade 3A Year 2	65,062	66,708
Field Officer Grade 4A Year 1	66,883	68,575
Field Officer Grade B3/B4		
Field Officer Grade 3B Year 1	63,934	65,552
Field Officer Grade 3B Year 2	65,062	66,708
Field Officer Grade 4B Year 1	66,883	68,575
Field Officer Grade 4B Year 2	68,090	69,813
Senior Field Officer Grade 1/2		
Senior Field Off Grade 1 Year 1	69604	71,365
Senior Field Off Grade 1 Year 2	70786	72,577
Senior Field Off Grade 2 Year 1	72218	74,045
Senior Field Off Grade 2 Year 2	73729	75,625
Field Supervisor Grade 1/2		
Field Supervisor Grade 1 Year 1	76259	78,465
Field Supervisor Grade 1 Year 2	78007	79,981
Field Supervisor Grade 2 Year 1	79754	81,772
Field Supervisor Grade 2 Year 2	81503	83,565
Senior Field Supervisor Grade 1/2		
Senior Field Supervisor Grade 1 Year 1	88424	90,661
Senior Field Supervisor Grade 1 Year 2	90596	92,888
Senior Field Supervisor Grade 2 Year 1	92771	95,118
Senior Field Supervisor Grade 2 Year 2	94942	97,344
Senior Field Supervisor Grade 3		
Senior Field Supervisor Grade 3 Year 1	113343	116,211

Senior Field Supervisor Grade 3 Year 2	116531	119,479
Senior Field Supervisor Grade 3 Year 3	121288	124,357
Senior Field Supervisor Grade 3 Year 4	124901	128,061

Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies. Progression to the next level will be upon completion of 3 additional training modules. The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons. As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

Progression Criteria for Field Officer Classification

Field Officers

At the time of the making of this award existing Field Officers at the level of Field Officer Grade 1 or Field Officer Grade 2 in the classification of Field Officers Grade 1-4 shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Field Officer Grade 1 and Grade 2 will be broad-banded into one classification Field Officer 1-2 and Field Officer Grade 3 and Grade 4 will be broad-banded into one classification Field Officer 3-4.

Progression from Field Officer 1-2 to Field Officer 3-4 will be by way of promotion via merit selection

Field Officer Grade 1-2

Progression within the broad-banded Field Officer 1-2 classification will be by annual increment as well as being dependent on satisfactory performance.

Field Officer Grade 3-4

Progression within the broad-banded Field Officer 3-4 classification will be by annual increment as well as being dependent on satisfactory performance.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Progression Criteria for Field Officer 1-4 (applies only to employees who were employed in the classification of Field Officer 1-4, at the Field Officer Grade 1 or Grade 2 level, at the time of the making of the 2021 award – Serial C9319)

Field Officer Grade 1

Assignment to a role at this grade shall be subject to competitive selection for advertised vacancies.

Assignment to a role at this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the employee having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current driver's licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Branch Director.
- (d) employees engaged in the Field Officer Grade 1-2 role shall not progress into the Field officer 1-4 classification unless through merit-based selection in accordance with the *Government Sector Employment Act 2013*.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Branch Director.

In addition, joint assessment and certification by the Branch Director and the direct supervisor that the employee is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Branch Director.

Senior Field Officer Grade 1

Assignment to the role of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer Grade 4.
- The Senior Field Officer Grade 1 is the minimum classification for employees responsible for direct supervision of National Parks and Wildlife Service employees, volunteers and contractors.

Senior Field Officer Grade 2

Progression to the role of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the employee meeting the competency requirements for assignment to Senior Field Officer Grade 1; and
- (c) the employee having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Branch Director.

Field Supervisor Grade 1

Assignment to the role of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the employee having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Branch Director.

Field Supervisor Grade 2

Assignment to the role of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for assignment to Field Supervisor Grade 2 as certified by direct supervisor and Branch Director. Senior Field Officers (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor Grade 1/2

Assignment to the level of Senior Field Supervisor shall be subject to:

- (a) the employee demonstrating all essential competency requirements for assignment to Field Supervisor Grade 2, as certified by direct supervisor and Branch Director.

Assignment to a role at this classification shall be subject to competitive selection for advertised vacancies.

Senior Field Supervisor Grade 3

Assignment to a role at this classification shall be subject to competitive selection for all advertised vacancies.

Senior Field Supervisor Grade 3 is a Monday to Friday role

APPENDIX A

Functions of the Field Officer General Operations

The Field Officer General Operation will have within the classifications scope of duties the following functions:

Basic upkeep of the estate, including mowing lawns and cleaning of visitor facilities, cleared grounds, gardens, pathways, toilets, BBQs, shelters, picnic furniture, camping areas, short stay accommodation sites, visitor centres, parking areas, playgrounds, depots and offices to ensure safe use and maintain asset condition.

1. Collects rubbish, replenishes consumables and removes graffiti at picnic grounds, toilets, camping areas, short stay accommodation sites, visitor centres, depots, offices and other infrastructure.
2. Conducts basic maintenance of walking tracks, mountain bike and horse riding trails, including trimming vegetation, clearing drains and culverts and basic road maintenance such as filling potholes.
3. Performs weed control tasks this may involve the use of herbicides subject to training and certifications.
4. Participates as a crew member only in hazard reduction and wildfire management programs subject to training and certifications.

5. Assists in the transport and handling of materials and equipment, activation of advisory signs and other basic tasks.
6. Records and reports in a timely manner any issue or incident impacting on the park or visitors and alerts supervisors to potential risks to the safety of visitors and staff.
7. Operates minor plant and equipment including utility vehicles, whipper snippers, pressure washers, weed spraying units, chainsaws and conditionally licensed vehicles (excluding major plant).

J. McDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(009)

SERIAL C9554

OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 190601 of 2022)

Before Chief Commissioner Constant

20 July 2022

AWARD**1. Title**

This Award shall be known as the Operational Ambulance Managers (State) Award 2022 ("the Award").

2. Arrangement

Clause No.	Subject Matter
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- | | |
|----|-------------|
| 1. | Title |
| 2. | Arrangement |

SECTION 1. GENERAL

- | | |
|----|-----------------------------|
| 3. | Object |
| 4. | Definitions |
| 5. | Classification Descriptions |
| 6. | Work Arrangements |

SECTION 2. EMPLOYMENT CONDITIONS

- | | |
|-----|---------------------------|
| 7. | Employees Duties |
| 8. | Vacancies & Promotion |
| 9. | Appointment of Officers |
| 10. | Roster Leave |
| 11. | Reasonable Hours |
| 12. | Public Holidays |
| 13. | Termination of Employment |

SECTION 3. SALARIES AND MONETARY ENTITLEMENTS

- | | |
|-----|-------------------------------------|
| 14. | Salaries |
| 15. | Payment and Particulars of Salaries |
| 16. | Climatic & Isolation Allowance |
| 17. | Travel Allowances |
| 18. | Relieving Other Members of Staff |
| 19. | Salary Sacrifice to Superannuation |
| 20. | Salary Packaging |

SECTION 4. LEAVE ENTITLEMENTS

- | | |
|------|--|
| 21. | Annual Leave |
| 22. | Annual Leave Loading |
| 23. | Family & Community Leave & Personal Carers Leave |
| 23A. | Family Violence Leave |

- 24. Maternity, Adoption & Parental Leave
- 24A. Lactation Breaks
- 25. Study Leave
- 26. Trade Union Leave
- 27. Long Service Leave
- 28. Sick Leave

SECTION 5. MISCELLANEOUS

- 29. Uniforms
- 30. Union Subscriptions
- 31. Accommodation

SECTION 6. AWARD PARAMETERS

- 32. Issues Resolution
- 33. Anti-Discrimination
- 34. Benefits Not to Be Withdrawn
- 35. No Extra Claims
- 36. Area Incidence & Duration

SECTION 7. MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

SECTION 1. GENERAL

3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

4. Definitions

"The Department" means the New South Wales Department of Health.

"Employee" means an Officer/Superintendent/Operational Manager of the Service who is employed in the Service in a classification contained in this Award.

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

"Officer/Superintendent/Operational Manager" means an employee of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union NSW.

The "Working Week" for the purpose of this Award shall commence on Saturday and finish on Friday.

5. Classification Descriptions

"Ambulance Manager Level 1" means an employee who has the following responsibilities, skills and attributes:

Accountability for ensuring funds are expended according to approved budgets and for ensuring targets are met

Responsibility to provide regular feedback and appraisal regarding the performance of staff

Responsibility for maintaining effective relationships with a range of stakeholders within the Service to ensure the Service's priorities are met

Assist with the development and implementation of policies, procedures, standards and practices for the Service

Responsibility and accountability for providing a professional level of services to the Service or oversee the management of aspects of services and the staff

Understanding and commitment to the Service's priorities

Capacity to direct all operational facets based on strategic and business plans

Ability to ensure budget targets are met

Capacity to undertake performance appraisal of staff and ability to develop performance measures

Effective communication and interpersonal skills

Assist with the development and implementation of policies, procedures, standards and practices

Able to meet pre-determined targets and deadlines

Ability to be flexible and adapt work practices to suit circumstances

"Ambulance Manager Level 2" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 1 Ambulance Manager:

Accountability for allocation and/or expenditure of resources and ensuring targets are met

Responsibility for ensuring optimal budget outcomes for their customers and communities

Responsibility for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system

Responsibility for providing support for the efficient, cost effective and timely delivery of services

High level of leadership, communication and interpersonal skills

Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers

Proven negotiation and delegation skills

Ability to motivate and co-ordinate staff

Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers

Capacity to design strategic and business objectives

Ability to develop performance measures

"Ambulance Manager Level 3" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 2 Ambulance Manager:

Responsibility for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system

Responsibility to maintain effective relationships and communication to ensure that corporate goals and priorities of the Health System are met

Responsibility for providing timely delivery of services and accountable to the appropriate Executive

Responsibility for contributing to the development and implementation of business plans

Requirement to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures

Excellent leadership, communication and interpersonal skills

Highly developed and effective management skills

Ability to develop, monitor and reach predicted outcomes to strategic and business plans

Highly developed and effective negotiation and delegation skills

Proven capacity to manage multi-disciplinary groups

Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures

"Ambulance Manager Level 4" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 3 Ambulance Manager:

Responsibility for ensuring optimal health outcomes within budget for their customers and communities

Accountability for allocating resources and ensuring budgets are effectively met

Responsibility for developing appropriate strategies to manage budget changes in a timely manner

Requirement to make complex judgements and make appropriate changes in standard practices, policies and procedures

Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met

System-wide view of health care provision and management to improve health outcomes for customers

Excellent strategic planning and policy development skills

Proven management expertise at a senior level

Competent to make complex judgements and take initiatives through delegated responsibilities

"Ambulance Manager Level 5" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 4 Ambulance Manager.

(a) Authority & Accountability

- Freedom to operate within delegated authority, performance agreement, and Service or Health policy
 - Recommend service priorities
 - Exercise judgement within delegations
 - Formulate policy and deliver programs in line with performance agreement
 - Involvement in the development of long-term strategies
 - Report directly to a member of the Service's executive
 - Budget management and responsibility for significant budget amount, or
 - Management of complex area service or unit, requiring specialist advice and input
 - Adherence to the Accounts and Audit and Determination for Area Health Services and all Statutory Requirements
- (b) Judgement & Problem-Solving
- Exercise judgement and problem solving in service policy areas
 - Frequent resolution of unusual and complex problems
 - Develop business strategies and business plans
 - Develop ideas, optional action plans, courses of action
 - Anticipate and resolve problems in a challenging and dynamic environment
 - Seek advice when there is no existing policy or precedent
 - Use of evidence-based decision-making to back up decisions
 - Sound ability to solve problems using innovative, creative solutions
 - High level of technical expertise
 - Provision of high level of expert advice and sound judgement
 - Independent decision-making; exercising independent judgement
 - Has a sound understanding of political and cross-Area Health Service issues and how they impact on the organisation
 - Actively develop strategic partnerships
- (c) Leadership & Management Skills
- Provide leadership, management and direction
 - Actively contributes to shaping the organisation's strategic plan
 - Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
 - Actively monitors progress towards the achievement of the strategic vision

- Achieve set objectives
- Resolve conflict
- Address and prioritise competing demands
- Lead and manage organisation change on an area-wide basis
- Build appropriate organisation values and culture
- Anticipate problems and develop contingency strategies to meet complex situations
- Applies intellectual rigour to all aspects of their work
- (d) Personal & Interpersonal Skills
 - Provide specialist advice
 - Lead, persuade, motivate and negotiate at senior levels
 - Ability to deal with people at all levels
 - Communicate and liaise effectively at all levels within the organisation
 - Spokesperson for area of responsibility (media, public)
 - Effective community liaison and communication
 - Effectively self-manages
 - Innovative & lateral thinker
 - Flexible & responsive
 - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
 - Articulates and promotes the organisation's vision and goals
 - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
 - Provides effective role-modelling
 - Celebrates achievements and encourages innovation
- (e) Outcomes & Performance
 - Formal personal agreement with CEO or the relevant General Manager.
 - Significant impact on service achievements and targets
 - Formal performance agreements with direct reports
 - Achievement of best practice
 - Monitoring and compliance with all professional standards
 - Responsible for Service-wide service delivery

6. Work Arrangements

- (a) Work will be performed by the most efficient means.
- (b) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (c) Any proposal that will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 32, Issues Resolution, of this Award.

SECTION 2. EMPLOYMENT CONDITIONS

7. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification provided that such duties are not designed to promote de-skilling.
- (b) The Service may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies & Promotion

- (a) Advertisements of vacant positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

9. Appointment of Officers

- (a) An employee employed under this Award shall be engaged as a full-time employee, a permanent part-time employee or a temporary employee.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.
- (c) All employees will be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.

- (e) Permanent Part-Time Employee
- (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of days each week which are less than those prescribed for a full-time employee, except in emergent or urgent circumstances.
 - (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the weekly rate (annual rate/52.17857) prescribed in Table 1, Salaries, of Section 7 of this Award.
 - (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 10, Roster Leave, of this Award.
 - (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to fulltime employment.
 - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 16, Climatic and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
 - (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time to carry out a specific task. Such task may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be fulltime or part-time.
 - (iii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent fulltime employees.

10. Roster Leave

- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
- (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
- (c) Leave under this clause shall not be allowed to accumulate to more than twelve (12) days.
- (e) Subject to clause 13, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

11. Reasonable Hours

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- (b) For the purposes of subclause (b) what is reasonable or otherwise will be subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) Determined having regard to:
 - (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

12. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day.
- (b)
 - (i) An employee to whom paragraph (a)(i) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
 - (ii) An employee to whom paragraph (a)(ii) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
 - (iii) For the purpose of paragraph (b)(i) and (b)(ii) of this clause, the hourly rate of pay shall be one-thirty eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in subclause (b)(i) and (b)(ii) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (a)(ii) of clause 21, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employee's appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service and shall be regarded, for all purposes of this clause, as any other public holiday.

13. Termination of Employment

- (a) Employment shall be terminated by four (4) weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employee's employment without notice for serious or wilful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

- (c) Employees with a credit of any additional rostered leave day off duty shall be paid for such accrual upon termination.

SECTION 3. SALARIES AND MONETARY ENTITLEMENTS

14. Salaries

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Classification Structure, of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her current salary will be appointed at no less than the minimum of the applicable salary band.
- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause will occur based on the employee's work performance that will be measured against their Performance Agreement.
- (f) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 32, Issues Resolution, of this Award.

15. Payment and Particulars of Salaries

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) For each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.
- (c) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Service and the Union due to isolation.
- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

This requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Service making their deposits. In such cases the Service shall take all reasonable steps to ensure that wages are available for withdrawal by no later than pay-day.

16. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) The allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

17. Travel Allowances

Employees shall be granted travelling allowances on such terms and conditions prescribed by the *NSW Policy Directive PD2016_010, Official Travel*, as amended or replaced from time to time.

18. Relieving Other Members of Staff

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her additional roster leave day off duty.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

19. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 14 Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 20 Salary Packaging, of this Award may be made up to 100% of the salary payable under the salaries clause, or up to 100% of the currently applicable superannuable salary, whichever is the lesser.

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

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer;
- (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

- (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
 - (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*.

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

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 14, Salaries, of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

20. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the *NSW Health Services Policy Directive PD2018_044, Salary Packaging* as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100% of salary.

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

- (b) Where an employee elects to package an amount of salary:

- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 14 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 - (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
 - (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 - (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the *NSW Health Services Policy Directive PD2018_044, Salary Packaging* as amended from time to time.
 - (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 - (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 - (i) The employer and the employee shall comply with the procedures set out in the *NSW Health Services Policy Directive PD2018_044, Salary Packaging* as amended from time to time.

SECTION 4. LEAVE ENTITLEMENTS

21. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) An employee employed on a Monday to Friday basis - four weeks leave on full pay.
 - (ii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven weeks' pay.

- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that the additional two weeks' pay payable to an employee employed on duties in accordance with paragraph (a)(ii) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed paragraph (a)(i) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales which occurs during a period of annual leave.
- (e)
 - (i) Annual Leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (ii) Annual leave shall be granted on a rotating roster basis provided that such rotation complies with paragraph (e)(i) of this clause.
 - (ii) An employee shall be eligible for annual leave when twelve months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had Annual Leave since the commencement of the employment.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it has accrued but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take annual leave at a specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (v) Employees may exchange annual leave by mutual arrangement with the approval of the Service provided that such exchange complies with paragraph (e)(i) of this clause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the *Annual Holidays Act 1944*. However, officers entitled to additional rostered leave days off duty in accordance with clause 10,

Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

22. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under clause 21, Annual Leave, of this Award, shall be paid in respect of such leave an annual leave loading of 17.5% of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure, of this Award for the classification in which the employee was employed immediately before commencing his/her annual leave. The 17.5% annual leave loading will apply to the following periods of annual leave, i.e. in the case of an employee employed on a Monday to Friday basis - four weeks, and for seven days per week basis employees - five weeks, provided further that in no instance is the calculated amount to exceed one thousand four hundred and twenty-one dollars and zero cents (\$1421.00) with effect from the first pay period to commence on or after 1 July 2007.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance provided, however, that if the employment of such an employee continues until the day upon which he or she would have become entitled under this to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or she became entitled after 10 May 1974, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) The annual leave loading shall be paid before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

23. Family and Community Services Leave and Personal/Carer's Leave

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of Section 4 of the *NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

23a. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.

- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

24. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the provisions of Section 5 of the *NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service* and the Service's *Maternity Leave Operating Procedure PRO2018-002* or subsequent replacements as amended or replaced from time to time.

A. Maternity Leave

(a) Eligibility for Paid Maternity Leave

(i) Full-time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(b) Entitlements to Paid Maternity Leave

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

(ii) Fulltime or permanent part-time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Divisional Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

(1) The intention to proceed on maternity leave;

(2) The expected date of birth certified by a medical practitioner;

(3) The period of leave to be taken;

(4) The date on which maternity leave is to commence;

(5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought; and

(6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at paragraph (a)(i) of Part D, Right to Request, of this clause.

(e) Applications for Further Maternity Leave

(i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

(ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (c)(i) of Part A, Maternity Leave, of this clause or paragraph (a)(ii) of Part D, Right to Request, of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under paragraph (a)(iii) of Part D of this clause is entitled to be paid at their substantive fulltime rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under paragraph (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
- (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.

- (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) **Illness Associated with Pregnancy**
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave**
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **Stillbirth**
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (n) **Right to Return to Previous Position**
- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.
- (o) **Portability of Service for Paid Maternity Leave**
- When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013*, as amended from time to time, will be recognised, provided that:

service was on a fulltime or permanent part-time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Service Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All fulltime and permanent part-time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full-time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(c) Applications for Adoption Leave

(i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally eight weeks prior. This will allow arrangements associated with the adoption leave to be made.

(ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Fulltime employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at any time within the 52-week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end

the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.

- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) **Variations of Parental Leave**

Same provisions as maternity leave.

(e) **Staffing Provisions**

Same provisions as maternity leave.

(f) **Effect of Parental Leave on Accrual of Leave, Increments, etc.**

Same provisions as maternity leave.

(g) **Right to Return to Previous Position**

Same provisions as maternity leave.

(h) **Portability of Service for Paid Parental Leave**

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

- (iv) to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The employee's request and the employer's decision made under paragraphs (a)(ii) and (iii) of this Part must be recorded in writing.

- (d) Where an employee wishes to make a request under paragraph (a)(iii) of this Part:
- (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

24A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A fulltime employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

25. Study Leave

Employees shall be granted Study Leave on such terms and conditions as prescribed by Section 6 of the *NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

26. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by Section 14 of the *NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

27. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to officers employed under the provisions of the *Government Sector Employment Act 2013*, and the regulations made there under, as amended from time to time. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an additional rostered leave day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

28. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate of 114 hours in any period of 12 months.
 - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
 - (iii) Periods of less than thirty-eight (38) hours shall not be re-credited to employees who are sick whilst on Annual or Long Service Leave.
- (b)
 - (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
 - (ii) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) All periods of sickness shall be certified by a legally qualified Medical Practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not

exceed two (2) consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.

- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers compensation, provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full-time hours. On the expiration of available sick leave, weekly workers compensation payments only shall be payable.
- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (a)(ii) of this clause.

SECTION 5. MISCELLANEOUS

29. Uniforms

- (a)
 - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
 - (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (iv) Articles of clothing issued under subclause (a)(i) and (a)(iii) of this clause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused. In the event of refusal the provision of clause 32, Issues Resolution, of this Award, shall apply.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Table 2, Allowances of Section 7, Monetary Rates.

30. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union subscriptions from the pay of the authorising employee.

31. Accommodation

- (a) Officers, who as at 9 December 2010 receive accommodation quarters rent free or payment for accommodation, will have the following entitlements whilst they remain in their current position and in their current location:
 - (i) the entitlement to accommodation quarters rent free or payment for accommodation will cease 12 months after 23 December 2010;
 - (ii) after that time, any officer who elects to remain in an Ambulance Service residence will be required to pay half market rental for a period of 12 months and full market rental thereafter.
 - (iii) Managers' availability for operational responses is not altered by the agreed variation to this clause.

SECTION 6. AWARD PARAMETERS

32. Issues Resolution

- (a) The parties must:
- (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s);
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
- (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her Supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the General Manager Operations (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
 - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures adequate records must be kept by the parties of all discussions.

- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

33. Anti-Discrimination

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

NOTES -

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

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

34. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in his Award shall in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

35. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014* (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 2023 by a party to this Award.

36. Area, Incidence and Duration

- (a) This Award rescinds and replaces the *Operational Ambulance Managers (State) Award 2021* published 10 September 2021 (Vol. 390 IG Pg. 295) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.
- (c) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in section 7 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2022.

SECTION 7. MONETARY RATES

Pay rates and allowances for the period from 1 July 2022 until the commencement of the increased rates as outlined below (that apply from the first full pay period on or after (ffppoa) 1 July 2022) shall be the equivalent rates and allowances contained in the *Operational Ambulance Managers (State) Award 2021* as at 30 June 2022.

Table 1 - Salaries

Classification	Rates from ffppoa 1 July 2021 Minimum \$ pa	Rates from ffppoa 1 July 2022 Maximum \$ pa
Operational Manager		
Level 1	117,413	123,006
Level 2	120,206	142,577
Level 3	139,778	159,348
Level 4	156,550	187,306
Level 5	184,506	206,875
Operations Centre Manager		
Level 1	114,402	119,849
Level 2	117,122	138,915
Level 3	136,190	155,257
Level 4	152,529	182,496
Level 5	179,769	201,563

Table 2 - Allowances

Item	Clause	Allowance Description	Frequency	Rates from ffppoa 1 July 2022 \$
1	16	Climatic and Isolation Allowance - Time and Half Zone*	Weekly	5.10
2	16	Climatic and Isolation Allowance - Double Zone*	Weekly	10.20
3	29	Laundry*	Weekly	14.70

* Rate moves independently to Award wages increase.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(008)

SERIAL C9555

PARAMEDICS AND CONTROL CENTRE OFFICERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 190557 of 2022)

Before Chief Commissioner Constant

28 July 2022

AWARD

1. Title

This Award shall be known as the "Paramedics and Control Centre Officers (State) Award 2022".

2. Arrangement

Clause No.	Subject Matter
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1. Title
2. Arrangement

SECTION 1 - GENERAL

3. Object
4. Definitions
5. Classifications
6. Introduction of Change

SECTION 2 - EMPLOYMENT CONDITIONS

7. Employees Duties
8. Vacancies and Promotion
9. Appointment of Officers
10. Termination of Employment

SECTION 3 - WAGES AND MONETARY ENTITLEMENTS

11. Wages
12. Allowances and Classification Arrangements
13. Climatic and Isolation Allowance
14. Travelling Time and Expenses
15. Travelling on Cases
16. Relieving Other Members of Staff
- 17A. Special Events Coverage
- 17B. Non-Operational Activity
18. Salary Sacrifice to Superannuation
19. Salary Packaging

SECTION 4 - HOURS OF WORK

20. Hours of Duty

- 20A. Evaluation and Transition to New Roster Arrangements
- 20B. Evaluation and Transition to Crib Break Arrangements
- 21. Allocated Day Off
- 22. Roster of Hours
- 23. Employees On Call
- 24. Overtime
- 25. Reasonable Hours
- 26. Time Off in Lieu of Overtime
- 27. Penalty Rates for Shift Work and Weekend Work
- 28. Public Holidays

SECTION 5 - LEAVE ENTITLEMENTS

- 29. Annual Leave
- 30. Annual Leave Loading
- 31. Family and Community Leave and Personal Carers Leave
- 31A. Family Violence Leave
- 32. Maternity, Adoption and Parental Leave
- 32A. Lactation Breaks
- 33. Study Leave
- 34. Trade Union Leave
- 35. Long Service Leave
- 36. Sick Leave

SECTION 6 - MISCELLANEOUS

- 37. Uniforms
- 38. Accommodation
- 39. Lockers and Showers
- 40. Union Subscriptions
- 41. Union Notice Boards

SECTION 7 - AWARD PARAMETERS

- 42. Issues Resolution
- 43. Anti-Discrimination
- 44. Benefits not to be Withdrawn
- 45. Exemptions
- 46. No Extra Claims
- 47. Area Incidence and Duration

SECTION 8 - MONETARY RATES

- Table 1A - Wages
- Table 1B - Control Centre Staff - Wages
- Table 2A - Allowances
- Table 2B - Additional Allowances
- Table 2C - Living Away from Home Allowance

SECTION 1 - GENERAL

3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

4. Definitions

"Day Worker" means an employee who works his or her ordinary hours from Monday to Friday inclusive and who commences work on such days between 6:00 a.m. and 10:00 a.m. inclusive.

"Employee" means an Officer and/or Control Centre Officer/Paramedic of the Service who is employed pursuant to this Award.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Modified Hours Roster" means any roster which arranges the hours of duty of full-time employees in a format other than on an eight (8) hours per shift basis.

"Officer and/or Control Centre Officer/Paramedic" means an employee of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service of the Health Commission on and from 1 January 1977 and continuous service of the Health Administration Corporation on and from 17 August 1982, and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

"The Service" means the Ambulance Service of New South Wales.

"Shift Worker" means an employee who is not a day worker as defined.

"The Ministry" means the Ministry of Health.

"Union" means the Health Services Union NSW and/or Australian Paramedics Association (NSW).

"Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

5. Classifications

(a) Division 1

- (i) Trainee Patient Transport Officer means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Trainee Patient Transport Officer position.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. Inter alia, this category of employee will receive training and certification in occupational health and safety, ambulance first aid, driver training, patient handling, oxygen administration, equal employment opportunity, anti-discrimination and anti-harassment.

- (ii) Patient Transport Officer means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Patient Transport Officer position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the Service.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. This category of employee will not be utilised to crew ambulances engaged in emergency/casualty response.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring rehabilitation as a result of workplace injury.

(b) Division 2

- (i) Trainee Paramedic means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic Intern and who is appointed to an approved Trainee Paramedic position.

This category of employee will be involved in emergency and routine patient transport as a second officer utilising emergency and basic life support skills. Inter alia, this category of employee will receive training and certification in emergency ambulance care, protocols, procedures and pharmacology, anatomy and physiology, patient handling, occupational health and safety, equal employment opportunity, anti-discrimination, anti-harassment and driver training.

- (ii) Paramedic Intern means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic Intern position.
- (iii) Paramedic means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.
- (iv) Paramedic Specialist means an employee who has successfully completed the requirements to be a Paramedic and who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist. Paramedic Specialist will include:
1. Intensive Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Intensive Care Paramedic and who is appointed to an approved Intensive Care Paramedic position.
 2. Extended Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Extended Care Paramedic and who is appointed to an approved Extended Care Paramedic position.
 3. Other such specialist categories as may be developed between the parties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

- (v) Critical Care Paramedic (Aeromedical) means an employee who has completed the necessary and relevant training and work experience as a Paramedic Specialist as determined by the Service to be a Critical Care Paramedic (Aeromedical) and who is appointed to an approved Critical Care Paramedic (Aeromedical) position or is working as an independent Critical Care Paramedic (Aeromedical) on a Critical Care Paramedic (Aeromedical) roster.

Critical Care Paramedics (Aeromedical) are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates, of this Award.

- (vi) Critical Care Paramedic (Aeromedical) Team Leader means an employee who has completed the requirements for a Critical Care Paramedic (Aeromedical) and who has successfully completed the requirements for and is appointed to a Critical Care Paramedic (Aeromedical) Team Leader position identified as such by the Service.

Critical Care Paramedic (Aeromedical) Team Leaders are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates, of this Award.

- (vii) Team Leader (rank insignia will be in accordance with the Service's Uniform Policy, as amended or replaced from time to time) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Team Leader position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.
- (viii) Station Manager (rank insignia will be in accordance with the Service's Uniform Policy, as amended or replaced from time to time) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Station Manager position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.
- (ix) District Manager (rank insignia will be in accordance with the Service's Uniform Policy, as amended or replaced from time to time) means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a District Manager position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in-service courses and certification examinations as required by the Service every three years.
- (x) Ambulance Clinical Educator (rank insignia will be in accordance with the Service's Uniform Policy, as amended or replaced from time to time) means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Educator position identified as such by the Service.

This category of employee will be principally involved in the Clinical Science theory and clinical education of employees utilising advanced educational and management skills.

This category of employee will be principally involved with Clinical Science theory and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of clinical science based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Clinical Educator is also required to manage clinical and paramedical education courses and programs.

Clinical Educators not holding a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

Clinical Educators who are eligible for and who wish to maintain a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

- (xi) Ambulance Paramedic Educator means an employee who has successfully completed the requirements for and is appointed to an Ambulance Paramedic Educator position identified as such by the Service.

This category of employee will be principally involved theoretical and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of paramedical based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Paramedic Educator is also required to manage paramedical education courses and programs.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

- (xii) Ambulance Clinical Training Officer means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Training Officer position identified as such by the Service.

This category of employee will be principally involved in the provision of training on an individual or small group basis in the local area and primarily would rely on training material developed on a central basis with project input by some or all of the Clinical and Paramedic Training Officers.

The Clinical Training Officer is responsible for the planning, delivery and evaluation of education and training programs for operational staff, including Trainee Paramedics, Paramedics and Patient Transport Officers that are consistent with National Competency Standards and the Service's policies and procedures.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

- (xiii) Control Centre (Standby) Allowance means the allowance paid to Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to undertake the duties of an Ambulance Control Centre Officer, Duty Control Centre Officer and/or a Senior Control Centre Officer.

The allowance as set out in Item 2 of Table 2B - Additional Allowances of Section 8, Monetary Rates, shall be regarded as part of the salary for all purposes of this Award.

- (xiv) Rescue (Standby) Allowance means the allowance paid to a Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to be rostered to an accredited Ambulance Rescue Unit.

The allowance as set out in Item 2 of Table 2A - Allowances of Section 8, Monetary Rates, shall be regarded as part of the salary for all purposes of this Award.

- (xv) Specialist Allowance is paid to an employee who has successfully completed the requirements for and is appointed by the Service to an identified Specialist position of Special Casualty Access Team (SCAT), Special Operations Team (SOT), Rescue and/or other specialties as agreed to by the parties. Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The allowance as set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates, shall be regarded as part of the salary for all purposes of this Award.

- (xvi) Trainee Ambulance Control Centre Officer means an employee who is required to undertake and successfully complete the requirements for appointment to an Ambulance Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems. Inter alia this category of employee will receive training and certification by the Service in Occupational Health and Safety, Ambulance First Aid, Medical Terminology, Computer Aided Dispatch and Telecommunications Systems, Computer mapping, emergency vehicle movement coordination, Equal Employment Opportunity, Anti-Discrimination and Anti-Harassment.

Paramedic Interns, Paramedics, Paramedic Specialists, Team Leaders, Station Managers, and District Managers are to be paid in addition to their current wage, the Control Centre Allowance as set out in Item 2 of Table 2B - Additional Allowances of Section 8, Monetary Rates.

- (xvii) Ambulance Control Centre Officer means an employee who has successfully completed the requirements as set out for Trainee Ambulance Control Centre Officer and who is appointed to an Ambulance Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years. The parties agree that this classification will remain a source of alternative duties for injured officers requiring short term rehabilitation as a result of a workplace injury in which case they will need to be provided with training and successfully complete the requirements set out for a Trainee Ambulance Control Centre Officer.

- (xviii) Ambulance Control Centre Officer - Paramedic and Paramedic Specialist

Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers who are permanently appointed to positions of Ambulance Control Centre Officer are to be paid up to the maximum rate applicable for a Paramedic Specialist and are to be paid, in addition to their wages and allowances, the Control Centre Allowance as set out in Item 2 of Table 2B - Additional Allowances of Section 8, Monetary Rates. This allowance is only applicable to Paramedics, Paramedic Specialists, Station Managers and District Managers for the time in which Control Centre activities are undertaken.)

- (xix) Ambulance Control Centre Officer - Non-Paramedic

Non paramedic officers are paid at the rates specified in Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates.

- (xx) Duty Control Centre Officer means an employee who has successfully completed the requirements as set out for an Ambulance Control Centre Officer and who has successfully completed the requirements for and is appointed to a Duty Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

(xxi) Duty Control Centre Officer - Paramedic

Paramedic officers are paid at the rates specified in Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates.

(xxii) Duty Control Centre Officer - Non-Paramedic

Non paramedic officers are paid at the rates specified in Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates.

(xxiii) Senior Control Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Senior Control Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

(xxiv) Aeromedical Control Centre Officer means an employee who has successfully completed the requirements for and is appointed to an Aeromedical Control Centre Officer position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

6. Introduction of Change

Any proposal that will significantly affect employees covered by the Award will be the subject of genuine consultation between the parties.

Should such a change lead to an expanded scope of practice for any classification or group of employees covered by this Award, the parties agree to discuss the impact of this on the classification structure.

SECTION 2 - EMPLOYMENT CONDITIONS

7. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (b) The Service may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) of this clause shall be consistent with the Service's duties to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies and Promotion

- (a) Advertisement of vacant positions shall be notified throughout the Service by regular vacancy circulars distributed via the Service Intranet.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received, provided that the Service can re-advertise the position if necessary.
- (d) Subclauses (a), (b), and (c) are overruled to the extent necessary for the implementation of the Ambulance Service's lateral transfer policy. Any changes to this policy will be the subject of consultation.
- (e) Remote Incentive Initiative: Employees may be granted incentives pursuant to such terms and conditions prescribed in NSW Health's IB2017_038 'Rural and Remote Incentive Scheme' as amended or replaced from time to time. Any change or variation to the terms and conditions contained in this Information Bulletin will be the subject of consultation. Further, unless agreed between the parties to this award, termination of this incentive scheme will not occur prior to the expiration of this award.

9. Appointment of Officers

- (a) All employees appointed, excepting Trainee Patient Transport Officers, shall be appointed on probation for a period of 12 months from the date of their appointment or re-appointment to the Service. For Trainee Patient Transport Officers, the period of probation will be six months from the date of appointment or re-appointment to the Service.
- (b) An employee engaged under this Award shall be engaged as a permanent full-time, permanent part-time, temporary full-time, temporary part-time, or casual.
- (c) Every employee will be provided with a position description as developed between the parties commensurate with their position, which he or she will be required to sign.
- (d) Permanent Full-Time Employee
 - (i) A permanent full-time employee is a permanent employee who is required to work an average of 38 hours per week in accordance with clause 20, Hours of Duty.
- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is permanently appointed by the Service to work a specified number of hours per week, which are less than the full-time hours prescribed in clause 20, Hours of Duty.
 - (ii) A permanent full-time employee may also work as a permanent part-time employee for an approved specified period of time e.g. 12 months. The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities. At the conclusion of the approved specified period of time, the employee will revert to their permanent full-time status.
 - (iii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least seven days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
 - (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A - Wages or Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates, with a minimum payment of two hours for each start.

- (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 13, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full-time hours.
 - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 21, Allocated Days Off.
 - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
 - (viii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
 - (ix) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time. The duties may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be full-time or part-time.
 - (iii) A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full-time employee in the same classification plus 10% loading. The loading shall not apply if:
 - 1. The period of employment extends beyond 13 weeks; and
 - 2. The employer and the employee agree, during the 13 weeks, that the employee will be employed on a permanent basis.
 - (iv) A temporary employee shall be entitled to a minimum payment of two hours for each start.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (v) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (g) Casual Employee
- (i) A casual employee is engaged on an hourly basis for a short period of time. The nature of the work performed would be irregular, intermittent, urgent or short term. However, employees will be allocated sufficient hours of work required to maintain a certificate to practice.
 - (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be

regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, Classifications, plus 10% loading with a minimum payment of two hours for each start. This loading is in recognition of the casual nature of the work and the leave entitlements forgone. Annual leave entitlements are in accordance with the *Annual Holidays Act 1944*, as amended or replaced from time to time.
- (iv) Casual employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(h) Secure Employment

Objective of this Clause

The objective of this clause is for the Service to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the workforce, in particular by ensuring that casual employees have an opportunity to elect to become fulltime or part-time employees.

Casual Conversion

- (i) A casual employee engaged by the Service on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) The Service shall give such a casual employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Service fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under subclause (h)(i) of this clause, upon receiving notice of said subclause (h)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Service that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Service shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Service refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the dispute settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the Service, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Service.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (h)(iii) of this clause, the Service and employee shall, in accordance with this subclause, and subject to said paragraph (h)(iii), discuss and agree upon:
 - a. whether the employee will convert to full-time or part-time employment; and

- b. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part-time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Service and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi) of this subclause, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the dispute settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

10. Termination of Employment

- (a) Employment shall be terminated by two weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of two weeks' wages in lieu of notice.
- (b)
- (i) Employees with a credit of hours accrued towards an allocated day(s) off duty as prescribed in clause 21, Allocated Days Off, shall be paid for such accrual upon termination.
- (ii) Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall be paid for such accrual upon termination.
- (iii) Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall reimburse the Service for such accrual upon termination.
- (iv) Employees with a credit of hours accrued as a result of opting for time off in lieu of overtime in accordance with subclause (a) of clause 26, Time Off in Lieu of Overtime, shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- (c) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

SECTION 3 - WAGES AND MONETARY ENTITLEMENTS

11. Wages

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1A - Wages and Table 1B - Control Centre Staff - Wages Section 8, Monetary Rates.
- (b) Wages shall be paid fortnightly by electronic transfer.
- (c) For each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.

- (d) Overtime and penalty rates shall be paid within one week of the end of the pay period in which such overtime or penalty rates were worked.
- (e) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales, as nominated by the employee, except where agreement as to another method of payment has been reached between the Unions and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

12. Allowance and Classification Arrangements

- (a) An employee who is paid an allowance or at a classification, for which there is a certification or qualification requirement, will cease to have an entitlement to such payment if the employee:
 - (i) Fails to successfully complete further instruction/in service courses and/or certification examinations as required by the Service every three years; or
 - (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every three years; or
 - (iii) Applies for and obtains a transfer to a position which is not a nominated position requiring such skills.
- (b) Payment of shift penalties and other work related allowances or payments to employees subject to misconduct/disciplinary inquiries will be made on the terms and conditions prescribed by the *NSW Health Policy Directive PD2018_031, Managing Misconduct*, as amended or replaced from time to time.

13. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified, shall be paid the allowance specified in Item 6 of Table 2A - Allowances of Section 8, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Bogabri, Inverell and Bonshaw.
- (b) Employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified shall be paid the allowance asset out in Item 7 of the said Table 2A - Allowances of Section 8, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

14. Travelling Time and Expenses

- (a) Except where subclause (c) of clause 16, Relieving Other Members of Staff, an employee who is directed to report for duty at a station other than that to which he or she is appointed shall travel to and from such station in the Service's time and the employee's fares and incidental expenses shall be paid by the Service, unless otherwise agreed between the Service and the employee.

If such travel is undertaken outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

- (b) If an employee is rostered to a shift requiring him or her to work at more than one station in a working week, the employee's fares in excess of the fares to the employee's appointed station shall be paid in full.
- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the same casual rate that applies to those covered by the Crown Employees Public Service Conditions of Employment Award, as amended or replaced from time to time (currently prescribed by the *Department of Premier and Cabinet Circular C2021-03 Meal, Travelling and Other Allowances for 2020-21*) for all kilometres travelled in excess of the kilometres that the employee would normally travel between the employee's usual place of residence and the ambulance station to which he or she is appointed and return to such residence.
- (d) Travel, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

15. Travelling on Cases

- (a) Where an employee is required to transport a case which involves eight hours or more travelling, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.
- (b) An employee directed to have a meal away from his or her station will be paid a crib/ meal away from station allowance in accordance with existing provisions and practice. In determining existing practice, in regard to the following:
- (i) That allowances do not apply to crib breaks taken by Trainee Patient Transport Officers and Patient Transport Officers.
 - (ii) The agreement between the parties in 1988 under the Commission's then Structural Efficiency Principle.
 - (iii) That this provision does not apply to employees in Control Centres.
- (c) Where an entitlement exists in (b), the quantum of the allowance is prescribed in Table 2A - Allowances of Section 8, Monetary Rates.
- (i) Where an employee is entitled to one crib break per shift or an unpaid meal break (under the transitional arrangements in clause 20A, Evaluation and Transition to New Roster Arrangements and clause 20B, Evaluation and Transition to Crib Break Arrangements), the payment for any crib/meal directed to be taken away from station will be the rate prescribed at Item 9 of Table 2A - Allowances of Section 8, Monetary Rates.
 - (ii) Where an employee is entitled to two crib breaks per shift, the payment for any crib directed to be taken away from station will be the lower rate as prescribed at Item 10 of Table 2A - Allowances of Section 8, Monetary Rates. The number of crib breaks per shift is prescribed in clause 20, Hours of Duty.

- (d) The provisions of this clause will be reviewed by the Commission in conjunction with the review of rosters and crib breaks to be undertaken in accordance with clause 20A, Evaluation and Transition to New Roster Arrangements, and clause 20B, Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast.
- (e) Where an employee is required to transport a case which involves two or more hours travelling the employee shall be entitled to a paid break of ten minutes duration each two hours.
- (f) The ten-minute break prescribed by subclause (e) of this clause is not cumulative.
- (g) No single officer transports will be allocated where it is reasonably expected that the travelling time of the round trip will be in excess of eight hours.

16. Relieving Other Members of Staff

- (a) An employee called upon to relieve another employee paid on a higher scale shall be entitled to receive the minimum rate of the higher scale of pay. This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her allocated day off duty as a consequence of working a 38-hour week in accordance with paragraph (a)(i) of clause 21, Allocated Days Off. No reduction shall be made in the scale of pay of an employee called upon to relieve another paid on a lower scale. Where an employee is called upon to relieve a Superintendent/Operations Manager, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is required to relieve another employee posted at another station, and by so doing is required to live away from home, he or she shall be called a relieving employee.
- (c) A relieving employee will be entitled to a living away from home allowance as set out in Table 2C - Living Away from Home Allowance of Section 8, Monetary Rates. The living away from home allowance is determined as the sum of the meal expenses on one day journeys and the incidental allowance for the location the relieving employee is posted, as the same rate that is applicable for those covered by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time (currently prescribed by the *Department of Premier and Cabinet Circular C2021-03 Meal, Travelling and Other Allowances for 2020-21*).

A relieving employee who is entitled to receive the living away from home allowance is not entitled to receive payment under subclause (a) of clause 15, Travelling on Cases. When travelling on cases in accordance with clause 15, Travelling on Cases, relieving employees shall be entitled to allowances under subclause (b) or (c) of that clause where applicable.

A relieving employee who is provided with board and lodgings at no charge will not be entitled to receive the living away from home allowance.

- (d) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the *NSW Health Policy Directive PD2016_010, Official Travel*, as amended or replaced from time to time.
- (e) If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 23, Employees On Call.
- (f) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

17A. Special Events Coverage

- (a) Employees will not be compelled to provide special events coverage.

- (b) Whilst there is no exhaustive list of all the requirements for which the Service may wish to utilise "special events coverage", the parties agree that such requirement would typically be for special events and sporting fixtures such as public holiday celebrations, athletic events, Mardi Gras, local shows, VIP visits, sporting events, disaster exercises, public relations activities and local expositions. This clause will not be used for training, including SCAT, SOT and rescue training.
- (c) An employee who is scheduled to provide special events coverage will be compensated by payment at his or her ordinary hourly rate for the hours worked plus the appropriate penalty rates prescribed in clause 27, Penalty Rates for Shift Work and Weekend Work, in lieu of payment at overtime rates.
- (d) Special events coverage shifts shall be between four and 12 hours in duration with a minimum payment of two hours in the event of cancellation on the day.

For the purposes of assessing an employee's eligibility for payment, each day shall stand alone.

- (e) Time worked as special events coverage shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.
- (f) There shall be an equitable distribution (between employees) of special events coverage both in terms of the allocation of work amongst those employees offering their services and in terms of Saturday and Sunday work.

17B. Non-Operational Activity

- (a) Employees will not be compelled to provide non-operational activity coverage.
- (b) Whilst there is no exhaustive list of all activities that may be regarded as "non-operational activities", the parties agree that examples of such activities would be: attendance at Divisional Clinical Quality Committees; Work Health and Safety Committee; attendance for members of Service approved committees/workgroups and representing the Service at authorised community or local Government meetings where attendance of duty personnel is not possible.
- (c) Non-operational activity does not include attendance at training schools, compliance with Certificate to Practice (CTP) activities/requirements nor union activities.
- (d) Employees who participate in non-operational activities will be compensated by payment at their ordinary hourly rate for the hours worked. In addition, employees will be paid two hours for travel time (covering travel to and from the activity). In the case of rural employees, specific approval for the quantum of travel time will be agreed prior to approval being finalised. Accumulation of hours worked in these activities is not allowed. Payment for the approved activities will be made in the next available pay period.
- (e) Time worked as non-operational activity shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.

18. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in Table 1A - Wages and Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the wages clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 19, Salary Packaging, of this Award may be made up to 100% of the salary payable under the wages clause, or up to 100% of the currently applicable superannuable salary, whichever is the lesser.

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

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee’s election and shall cease upon termination of the employee’s services with the employer.
 - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers’ compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee’s salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) subject to the employer’s agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
 - (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*.

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

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 11, Wages, to the same extent as applied before the employee sacrificed that amount of salary to superannuation.

This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

19. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the *NSW Health Policy Directive PD2018_044, Salary Packaging*, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100% of salary

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

- (b) Where an employee elects to package an amount of salary:
- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 11, Wages and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the *NSW Health Policy Directive PD2018_044, Salary Packaging*, as amended from time to time.
- (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

The employer and the employee shall comply with the procedures set out in the *NSW Health Policy Directive PD2018_044, Salary Packaging*, as amended from time to time.

SECTION 4 - HOURS OF WORK

20. Hours of Duty

- (a) This clause is to be read in conjunction with clause 20A, Evaluation and Transition to New Roster Arrangements, and clause 20B, Evaluation and Transition to Crib Break Arrangements.
- (b) The ordinary hours of duty shall be:
- (i) An average of 38 hours per week, to be worked in shifts of eight hours duration on no more than 19 days per 28-day period. Shift workers shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties.
 - (ii) Where work is performed in Control Centres, or on a modified hours roster in Ambulance Stations by Operational Staff, the maximum length of a shift shall not exceed 12 hours and 15 minutes. For all other staff, the maximum length of a shift shall not exceed 12 hours. The average of 38 hours per week to be calculated over the modified hour roster cycle.
- (c) Officers working a modified roster of 12 hours or 12 hours and 15 minutes shifts will be entitled to two paid 30 minutes crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Officers working shifts of less than 12 hours duration shall have one paid 30 minutes crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
- (d) Officers who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (e) Subclauses (c) and (d) do not apply to officers in the Control Centres. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

20A. Evaluation and Transition to New Roster Arrangements

Sydney and Central Coast

- (a) An evaluation and implementation program for new roster arrangements will be conducted under the auspices of the Industrial Relations Commission. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.
- (b) In developing the rosters, regard will be had to any pressing personal circumstances of employees, such as childcare arrangements.

Other than Sydney and Central Coast

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers will be entitled to two paid 30 minutes crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.

Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.

20B. Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast

- (a) The existing one hour unpaid meal break provisions will continue to apply until new rosters are implemented. Also, any modified meal break provisions agreed between the parties will continue to apply until new rosters are implemented. If these modified arrangements currently provide for meal penalties, such penalties will be in accordance with (e) below.
- (b) The extension of shift overtime payment for a missed or partially missed unpaid meal break will continue to be available until the paid crib break provision is introduced. This payment will not be subject to the phasing described in (e). This payment will cease when rosters incorporate paid crib breaks.
- (c) The penalty for a missed or incomplete meal break will be phased out as described below to ultimately be in accordance with the penalty for a missed or incomplete crib break as prescribed in clause 20.
- (d) The penalty for a missed or incomplete meal break is based upon the penalty prescribed in the Operational Ambulance Officers (State) Award published 16 June 2006 (359 I.G. 948) at clause 10(b) and (c) i.e.:

"(b) Employees working shifts that incorporate a meal break shall be allowed a meal break of not less than one hour no later than four hours nor more than six hours from the starting time of shifts unless otherwise agreed between the parties. In respect of shifts of eight hour and nine hour duration, which include a one-hour meal break, employees shall be given the one hour meal break, not less than four nor more than five and one half hours from the starting time of shifts unless otherwise agreed between the parties.

(c) Employees working shifts that incorporate a meal break who are recalled to duty from their meal break shall be paid in respect of the first call out, one hour at ordinary rates and in respect of any subsequent call out, ordinary rates extra for the time so worked; provided, that the subsequent call out occurs prior to him or her having completed the meal break. At the beginning of the seventh hour, the meal is considered to have commenced and one hour's penalty at ordinary rates is to be paid for the first case. Subsequent cases referred to in the subclause will attract ordinary time extra until the full meal break has been taken.

This penalty shall also apply where an employee is sent to his or her meal prior to the completion of the fourth hour. This provision will not apply to employees on night shift although the appropriate meal break, in accordance with the provisions contained in subclause (b) of this clause, shall be given unless otherwise agreed between the parties."

- (e) The prescribed penalty in (d) above will be reduced as follows:
 - (i) By 25% between the 12 September 2008 to 5 December 2008;
 - (ii) By a further 25% between 5 December 2008 to 16 January 2009 - (a total reduction of 50%);
 - (iii) By a further 25% between 16 January 2009 to 27 February 2009 - (a total reduction of 75%).
- (f) Employees participating in the roster evaluation in 20A(a) will be paid either the amount prescribed in 20B(e) or the historical average of the allowance paid for the particular group of employees, whichever is the greater. The historical average is based on payments made to employees in the relevant dispatch board over the six months ending 12 September 2008. The reconciliation will correspond with the pay period.
- (g) The penalty for a missed or incomplete meal break will be at the rate prescribed in 20B (d) above.

21. Allocated Days Off

(a)

- (i) Employees who work on a roster other than a modified hours roster shall have their hours arranged to include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight-hour shift worked) which shall accumulate towards the employee's allocated day off duty on pay.
- (ii) Unless otherwise agreed between the parties, each day worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each working week and at least one allocated day off in each 28-day period.
- (iii) Unless otherwise agreed between the parties, each shift worker, subject to paragraph (a)(i) of this subclause, shall be free from duty for not less than two full days in each week or four full days in each two working weeks and at least one allocated day off in each 28-day period, unless otherwise agreed between the Service and the employee.
- (iv) The employee's allocated day off duty prescribed in paragraph (a)(i) of this subclause shall be determined by mutual agreement between the Service and the employee, having regard to the needs of the Service. Where practicable, such allocated day off duty shall be consecutive with the employee's other days off duty.
- (v) Once set, the allocated day off duty may not be changed in a current roster cycle unless there are genuine unforeseen circumstances prevailing or by mutual agreement between the Service and the employee. Where these circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vi) There shall be no accrual of credit towards an allocated day off for the first four weeks of ordinary annual leave taken in accordance with clause 29, Annual Leave. However, where an employee has accumulated sufficient time to take his or her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
- (vii) Where an employee has not accumulated sufficient time for an allocated day off prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (viii) An employee entitled to allocated days off duty in accordance with subclause (a) of this clause shall continue to accumulate credit towards his or her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (ix) Where an employee's allocated day off duty falls due during a period of workers compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credit has been accumulated or not.
- (x) Where a day worker's allocated day off falls on a public holiday as prescribed by clause 28, Public Holidays, the employee shall be given the option of taking the next working day off as rostered or substituting another day in lieu thereof by mutual agreement with the Service.
- (xi) Where a shift worker's allocated day off falls on a special or additional public holiday, he or she shall be paid an additional day or half-day's pay, as the case may be, at ordinary rates.

22. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 20, Hours of Duty, shall be worked according to rosters which shall be exhibited at least seven calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days whichever is the greater. Casual employees are not subject to this clause.
- (b) In exceptional circumstances, arising from additional work demands or unplanned absences of other employees, the roster may be changed with seven days' notice. In so doing, due regard will be had to the family and carers commitments of employees affected.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs and case priority. This will include the deployment of officers to meet operational needs. Efficient deployment may require an officer to report for duty at another work location within the shift or roster. Deployment to another station within the roster will only occur within reasonable travelling distance (having regard to the circumstances of each case).
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
 - (i) There shall be a minimum break of 10 hours between shifts, except in case of an emergency or agreement between the Service and the employee.
 - (ii) However, an employee who works so much overtime after the completion of their shift on any day that results in less than eight consecutive hours off duty before the commencement of their next shift will be released after the completion of such overtime until they have had eight consecutive hours off duty, with no loss of pay for ordinary working time occurring due to such absences.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:
 - (i) Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - (ii) Shift swaps should only occur on the basis that each employee maintains an average of 38 hours per week.
 - (iii) Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- (h)
 - (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum six hours between the shifts.
 - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
 - (iii) Where an employee's normal rostered day off is cancelled by the Service, he or she shall be paid at overtime rates unless otherwise agreed between the parties.
- (i) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.

- (j) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (k) The parties agree that changes to rosters that will significantly affect employees and/or that where a new branch station is opened there will be genuine consultation between the parties.
- (l) The Service will apply rostering practices intended to avoid single paramedic responses to the extent practicable. To that end it will apply the Work Instruction titled Clinical Operations – Dual Paramedic Crewing dated 12 June 2020, or as amended or replaced by the Service from time to time following consultation.

23. Employees on Call

- (a)
 - (i) Time on call means time during which an employee who is rostered off duty is required to hold himself or herself in readiness to answer a call. In any one day where an employee answers telephone calls when not on call, he or she is to be paid for one hour at ordinary rates of pay.
 - (ii) The provisions for employees recalled to work are contained in this clause. A recall under this clause shall not be treated as overtime for any other purpose and shall not be treated as time worked for the purposes of clause 22, Roster of Hours.
 - (iii) Whilst no provision is made as to freedom from on call, it is the intention of the parties that employees should be free from call, as far as practicable, on at least 14 days in each roster cycle of 28 days. However, if required by the employer, and with the agreement of the employee, an employee can be on call in excess of 14 days in each roster cycle of 28 days. In such circumstance, the employee shall receive the daily on call allowance for each such additional episode.
 - (iv) The parties will review any situation where an employee is required to be consistently on call in excess of 14 days in each 28-day cycle.
 - (v) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
 - (vi) Employees shall not be required to be on call during any part of a rostered day off duty, i.e. from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (b)
 - (i) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four hours at overtime rates for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked at overtime rates.
 - (ii) Where an employee is on-call and is recalled to duty and such recall merges with the employee's normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
 - (iii) A call out shall be deemed to commence at the time the employee is tasked by the Control Centre and shall be deemed to be complete when all duties associated with the case/s are complete.
- (c) Where an employee who is on call is called out for duty which in total involves four hours or more actual work within eight hours of the scheduled commencement of their next rostered shift, he or she

shall be entitled to exercise the Rest Options provision of the Service's Fatigue Management Standard Operating Policy.

- (d) An employee who is not on call shall only be recalled to duty with the employee's agreement.

Such a recall is subject to the same provisions as recalls performed when an employee is on call.

- (e) The provision of paragraph (b)(i) of this clause shall not apply to employees attached to One-Officer Branch Stations or to employees supplied with quarters as set out in subclause (b) of clause 38, Accommodation, who are recalled to duty but not required to leave the station, in which case, the employee shall be paid for the actual period or periods of duty in any one day a minimum of two hours at overtime rates.

- (f)

- (i) The weekly on-call allowance as set out in Item 4 of Table 2A - Allowances of Section 8, Monetary Rates, shall apply in the following circumstances:

- (1) Employees required by the Service to be on call on a roster other than a modified hours roster;
- (2) Employees employed on or before 31 July 1988 who are required by the Service to be on call; or
- (3) Employees who are required by the Service to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.

- (ii) The daily on-call allowance as set out in Item 3 of Table 2A - Allowances of Section 8, Monetary Rates, shall apply in all other circumstances where an employee is required by the Service to be on call.

- (iii) The provisions of paragraphs (i) and (ii) of this subclause (f) shall not apply to resident employees in One-Officer Branch Stations, as defined in subclause (a) of clause 38, Accommodation.

- (iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.

- (g) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a service vehicle is provided for this purpose.

- (h) If an employee rostered on call is required to use his or her own motor vehicle, then he or she shall be paid the specified journey rate as prescribed by clause 5.1.3 of the *NSW Health Policy Directive PD2016_010, Official Travel* as amended from time to time, for all kilometres travelled.

24. Overtime

- (a) Subject to clause 23, Employees On Call, all time worked in excess of the rostered hours on any one day shall be paid for at the rate of time and one-half for the first two hours and thereafter at the rate of double time, provided that overtime worked on a Public Holiday shall be paid for at the rate of double time and one-half.

- (b) Overtime shall be computed on the wages prescribed by Table 1A - Wages and Table 1B - Control Centre Staff - Wages in Section 8 Monetary Rates, and the allowance prescribed by clause 23, Employees On Call, as compensation for time on-call shall be disregarded.

- (c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the Service.

- (d) Should an employee be required to work overtime for more than two hours before his or her normal commencing time, or after his or her normal ceasing time, he or she shall be paid the overtime meal allowance as set out in Item 11 of Table 2A - Allowances of Section 8, Monetary Rates, and shall be paid such allowance after every subsequent four hours of overtime worked.
- (e) Where an employee is required to work a complete overtime shift, he or she shall be given the appropriate meal break for that shift. However, the meal penalty provision of subclause (d) of clause 20, Hours of Duty, shall not apply.
- (f) For the purposes of assessing overtime, each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

25. Reasonable Hours

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of subclause (b) what is reasonable or otherwise will be determined having regard to:
 - (i) Any risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

26. Time Off in Lieu of Overtime

- (a) The parties agree that an employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of payment for the overtime.
- (b) This clause is subject to the following:
 - (i) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked;
 - (ii) Time off in lieu of overtime must be taken within three months of the overtime being worked;
 - (iii) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;
 - (iv) The option of taking time off in lieu of overtime is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu of overtime but employees working in other locations and settings within the Service may not.
 - (v) Employees cannot be compelled to take time off in lieu of overtime;
 - (vi) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the Service;

- (vii) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the Service and the employee;
- (viii) No more than 38 hours of time off in lieu of overtime can be accumulated by an employee.
- (ix) In making overtime available to employees the Service will not discriminate between those employees who elect to take time off in lieu of overtime in preference to those employees who elect to be paid for overtime in accordance with clause 23, Employees On Call and/or clause 24, Overtime.

27. Penalty Rates for Shift Work and Weekend Work

- (a) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:
 - (i) Afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m. – 10%.
 - (ii) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%.
 - (iii) Night shift commencing at or after 4.00 p.m. and before 4.00 a.m. – 15%.
 - (iv) Night shift commencing at or after 4.00 a.m. and before 6.00 a.m. – 10%.
 - (v) The additional payments prescribed under this subclause shall not form part of the employee's ordinary pay for the purpose of this Award.
- (b) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (a) of this clause.
- (c) Employees who work overtime on Saturdays and Sundays shall be paid time and one half for the first two hours then at double time at the appropriate rate prescribed herein.
- (d) The provisions of this clause shall not apply to work performed on a public holiday or special public holiday.

28. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day and any other standard public holiday declared under section 4 of part 2 of the *Public Holidays Act 2010*.
- (b)
 - (i) An employee to whom paragraph (a)(i) and (a)(ii) of clause 29, Annual Leave, applies and who is required to and does work on a public holiday or a special public holiday shall be paid for the time actually worked on such holiday at the rate of double time and a half.
 - (ii) An employee to whom paragraph (a)(iii) and (a)(iv) of clause 29, Annual Leave, applies and who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary weekly rate of pay prescribed in Table 1A - Wages and Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates, at the rate of one half time extra for the rostered time actually worked on such public holiday.

- (iii) For the purpose of paragraph (b)(i) and (b)(ii) of this clause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1A - Wages and Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates.
- (c) Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in stations located in such city or town. Equivalent payment means double time and one-half.

Where a shift worker's rostered day off falls due on such day, he or she shall be paid, in addition to his appropriate weekly rate of pay, an extra day or half days pay at ordinary rates, whichever is applicable.

- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service to be taken in the Christmas New Year period, or other suitable period as agreed between the Service and the Union and shall be regarded for all purposes of this clause as any other public holiday.

Where a shift worker's rostered day off or annual leave falls due on such a day, he or she shall be paid, in addition to his or her appropriate weekly rate of pay, an extra day's pay at ordinary rates.

The foregoing will not apply in areas where, in each year, a day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days, in addition to the 10 named public holidays specified in subclause (a) are proclaimed and observed as half public holidays.

Provided further, that in areas where, in each year, only one half day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a half public holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday will be observed which would otherwise apply as a result of this subclause.

SECTION 5 - LEAVE ENTITLEMENTS

29. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
 - (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
 - (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.
 - (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this subclause commenced accrual on 4 February 2002).
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that two weeks' pay has been provided to those employees to whom paragraph (a)(iii) and (a)(iv) of this clause applies in lieu of and in consideration of public holidays being worked by such employees or which have occurred on a rostered day off.
- (d) To the leave prescribed by paragraph (a)(i) of this clause, there shall be added one working day for each public holiday or special public holiday or one-half working day for each half public holiday or special half public holiday which occurs during a period of annual leave.

- (e)
- (i) Once an employee becomes entitled to annual leave (i.e. after the initial 12 months period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. Provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months. Providing further that, with the agreement of the Service, an employee may take their annual leave in one period of six weeks duration.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (e)(i) of this clause.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this subclause shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the Service, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (v) Employees may exchange/split annual leave by mutual arrangements with the approval of the Service, provided that such exchange complies with paragraph (e)(i) of this clause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an allocated day off duty as prescribed in clause 21, Allocated Days Off, shall not accrue when an employee is absent during their four weeks annual leave as provided for under the terms of the *Annual Holidays Act* 1944. However, employees entitled to allocated days off duty in accordance with clause 21, Allocated Days Off, shall accrue credit towards an allocated day off duty in respect to any additional periods of annual leave which is granted to employees in excess of the abovementioned four weeks.

30. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act* 1944, become entitled to annual leave under this clause shall be paid in respect of such leave an annual leave loading of 17.5% of the appropriate ordinary weekly rate of pay prescribed by clause 11, Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5% annual leave loading will apply only to the payments associated with actual periods of annual leave as per subclause (a) of clause 29, Annual Leave, and provided further that in no instance is the calculated amount to exceed 17.5 percent of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as provided by the Crown Employees (Public Sector - Salaries 2022) Award, as varied or replaced from time to time.

- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) Where a shift worker is given and takes annual leave, he or she shall be paid the loading set out in subclause (a) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a) of this clause, then that amount shall be paid to the employee in lieu of the loading.
- (g) The annual leave loading or the shift penalties, whichever is appropriate, shall be paid before the employee commences annual leave.
- (h) Notwithstanding the provisions of subclause (g) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave loading or shift penalties on a fortnightly basis which coincides with the normal fortnightly pay period.

31. Family and Community Services Leave and Personal/Carer's Leave

- (a) Employees shall be granted family and community services leave and personal/carers' leave in accordance with the provisions of the *NSW Health Policy Directive PD2022_006, Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

31A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.

- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

32. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the Maternity, Adoption and Parental Leave provisions of the *NSW Health Policy Directive PD2022_006, Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

A. Maternity Leave

(a) Eligibility for Paid Maternity Leave

(i) Full-time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers compensation legislation.

(b) Entitlements to Paid Maternity Leave

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- (ii) Paid maternity leave may be paid: on a normal fortnightly basis; or in advance in a lump sum; or at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (c) Entitlements to Unpaid Maternity Leave
- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
 - (ii) Full-time or permanent part-time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (d) Applications for Maternity Leave
- (i) An employee who intends to proceed on maternity leave should formally notify their Operations Manager/Control Centre Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
 - (1) The intention to proceed on maternity leave.
 - (2) The expected date of birth certified by a medical practitioner.
 - (3) The period of leave to be taken.
 - (4) The date on which maternity leave is to commence.
 - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
 - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at paragraph (a)(i) of Part D of this clause.
- (e) Applications for Further Maternity Leave
- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
 - (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (c)(i) of Part A of this clause or paragraph (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
 - (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under paragraph (a)(iii) of Part D of this clause is entitled to be paid at their substantive fulltime rate for the subsequent period of maternity leave.
 - (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under paragraph (a)(iii) of Part D of

this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed 10 years' service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
- (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
- (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(i) Illness Associated with Pregnancy

- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.

(j) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.

(k) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(l) Miscarriage

In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.

(m) Fitness to Continue Working During Pregnancy and Alternative Work

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (iii) Pregnant Paramedics/Control Centre Officers and Patient Transport Officers may take up their entitlement to alternative duties at any time during their pregnancy if their medical condition determines they are unable to carry out normal duties.

(n) Medical Certificate Requirement

In the case of Paramedics/Control Centre Officers and Patient Transport Officers a medical certificate must be provided at 24 weeks gestation to their supervisor, confirming fitness and ability to continue working in normal duties.

(o) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.

- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(p) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

- (i) service was on a full-time or permanent part-time (as specified) basis.
- (ii) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work.
- (iii) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to two months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Service Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All full-time and permanent part-time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full-time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or

- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.
 - (b) Entitlements
 - (i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

 - (1) on a normal fortnightly basis; or in advance in a lump sum; or
 - (2) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
 - (ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

 - (1) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (2) where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) Applications for Adoption Leave
 - (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally eight weeks prior. This will allow arrangements associated with the adoption leave to be made.
 - (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.
- (d) Applications for Further Adoption Leave Same provisions as maternity leave.
- (e) Variations of Adoption Leave

Same provisions as maternity leave.
- (f) Staffing Provisions

Same provisions as maternity leave.
- (g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full-time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

(i) An unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).

(ii) The entitlement of one week's paid leave may be taken at any time within the 52-week period and shall be paid:

- (1) at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
- (2) two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

(iii) A further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).

- (iv) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at paragraph (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any maternity leave sought or taken by his spouse, and that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

(f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,
 - (iv) to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under paragraphs (a)(ii) and (a)(iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under paragraph (a)(iii) of this Part:
- (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work.
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

32A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.

- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

33. Study Leave

Employees shall be granted Study leave on such terms and conditions prescribed by the *NSW Health Policy Directive PD2022_006, Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

34. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the *NSW Health Policy Directive PD2022_006, Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

35. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Government Sector Employment Act 2013*, and the regulations made thereunder, as amended from time to time. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

36. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate 114 hours in any period of 12 months.
 - (ii) Sick leave hours will be deducted at a rate equal to the length of the shift for which the employee was rostered i.e. sick leave hours will be deducted for the equivalent number of ordinary hours that would otherwise have been worked.

- (iii) In the event of an employee not taking the full period of 114 hours in any period of 12 months, the untaken period of such leave shall accumulate.

A maximum of 76 hours of the untaken hours in each period of 12 months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
- (iv) Periods of less than 38 hours shall not be re-credited to employees who are sick whilst on annual leave or long service leave.
- (b) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
- (c) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four hours but in any case no less than one hour before the commencement time of duty and inform the Service, as far as possible, the estimated duration of same.
- (d) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.
- (e) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full-time hours. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (f) Any accumulation of sick leave standing to the credit of an employee as at 6 February 1998 shall be added to the leave which is accumulated pursuant to paragraph (a)(iii) of this clause.

SECTION 6 -MISCELLANEOUS

37. Uniforms

- (a)
 - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
 - (ii) The Service will provide uniforms in accordance with its Uniform Policy, as amended or replaced from time to time. Any change to the policy will be the subject of consultation.
 - (iii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iv) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (v) Articles of uniform and special clothing issued under paragraph (i) and (iv) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Item 13 of Table 2A - Allowances of Section 8, Monetary Rates.

38. Accommodation

- (a) One-Officer Branch Stations - As compensation for time on-call, employees shall be given accommodation rent free and shall be supplied, without charge, with fuel and light. The on-call allowance as set out in paragraph (f)(i) and (f)(ii) of clause 23, Employees On Call, shall not apply.

Employees shall be given relief from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties, and shall be paid the maximum rate prescribed by this Award for Paramedics.

Days of relief from duty for an employee who works on a roster other than a modified hours roster may be accumulated by mutual arrangement between the employee and the Service up to a maximum of eight days. Nothing in this subclause shall be deemed to prohibit an employee in a one-officer branch station from temporarily leaving the station at times when he or she is rostered on duty or on-call after having made arrangements satisfactory to the Service for the proper carrying on by him or her of the service during the temporary absence.

- (b) Two-Officer Branch Stations - If an employee is supplied with quarters attached to an ambulance station, the maximum weekly rent shall not exceed the weekly on-call allowance specified in Item 4 of Table 2A - Allowances of Section 8, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the *Ministry's Policy Directive PD2010_038 Accommodation - Health Owned - Consideration of Rental/Market Rental Assistance Grant*, as updated or replaced from time to time.
- (d) Where an employee is provided with accommodation and is transferred or resigns, he or she shall be given not less than four weeks' notice to vacate such accommodation, such notice to take effect from the date of notification of transfer or resignation.

39. Lockers and Showers

- (a) The Service shall provide for the use of the employees hot and cold showers and washbasins and for each employee a locker with suitable hanging facilities. Lavatory accommodation, when situated in shower or locker rooms, shall be effectively partitioned there from.
- (b) Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee of the Service appointed by the Chief Executive, or his or her nominee, and if practicable an Union Sub-Branch Officer, otherwise by any two employees of the Service, one of whom is nominated by the Union

40. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

41. Union Notice Boards

Each ambulance station and ambulance workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

SECTION 7 - AWARD PARAMETERS**42. Issues Resolution**

- (a) The parties must:
- (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
- (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive (and/or his/her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) Immediately before the issue arose; or
 - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

- (j) All matters in dispute arising out of the application of this Award may be referred to a disputes committee consisting of not more than six members with equal representatives of the Service and the Union. Such committee shall have the power to investigate all matters in dispute and report to the Service and the Union, respectively, with such recommendation as it may think right and, in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

43. Anti-Discrimination

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

NOTES -

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

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

44. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall in itself be deemed, or be construed to reduce the wages of any employee at the date of the commencement of this Award.

45. Exemptions

- (a) On and from 25 November 1977, in respect of conditions of employment relating to meals, meal breaks, on-call, Sunday penalty rates, annual leave, annual leave loading, sick leave, Relieving other members of staff, hours, working week and the issue of shoes or boots, gauntlets or gloves for employees attached to the former Hunter Region Ambulance District (as delimited by the New South Wales Ambulance

Transport Service Board at a meeting held on 8 February 1963), reference is to be made to Determinations of the Health Commission dated 25 November 1977 and 14 December 1979.

For the purposes of this, the Hunter Ambulance District shall mean the Hunter Ambulance District as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963, viz:

Commencing on the coast between Munmorah Lake and Tuggerah or Budgewoi or Middle Lake, thence in a westerly direction to the northern shore of Tuggerah or Budgewoi or Middle Lake, thence by the northern shore of that Lake (including Budgewoi, Halekulani and Buff Point) to Wallarah Creek, thence in a straight line to the junction of the MacDonald River and Yengo (or Boree) Creek, thence by the MacDonald River in a northerly direction to where it joins the Wareng (or Howes Valley) Creek, thence by the Big Broken Back Range to Payne's Crossing, thence in a straight line to "Mistletoe", thence by the road to Belford Railway Station, thence by the Main Northern Railway line to Black Creek and by the road from Stanhope to Cranky Corner and then by the road to "The Pass", thence by a straight line to Mount Royal, thence in a straight line to Eccleston, thence by the road to Salisbury Gap, then on to (but excluding) Salisbury, thence by the Wallorobba Range to the Railway Gates on the North Coast Railway Line, thence by the road to Wallarobba, thence by the most direct road to where it meets the Dungog-Clarencetown Road south of Brookfield, thence by that road to the bridge over the Williams River at Clarencetown (including Clarencetown), thence by that road to a point one mile south of Limeburners Creek, thence by a straight line to Dark Point on the coast, thence by the coast to the point of commencement.

- (b) This exemption shall only apply to those employees employed as such immediately prior to 14 October 1992.

46. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (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 2023 by a party to this Award.

47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Paramedics and Control Centre Officers (State) Award 2021 published 10 September 2021 (Vol. 390 IG Pg. 325), and all variations thereof.
- (b) It shall apply to all employees as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in section 8 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2022.

SECTION 8 - MONETARY RATES

Pay rates and allowances for the period from 1 July 2022 until the commencement of the increased rates as outlined below (that apply from the first full pay period on or after (ffppoa) 1 July 2022) shall be the equivalent rates and allowances contained in the Paramedics and Control Centre Officers (State) Award 2021 as at 30 June 2022.

Table 1A - Wages

Classification	Effect from ffppoa 1 July 2022 \$ per week
Patient Transport Officer	
Year 1	1095.01
Year 2	1143.82
Trainee Paramedic	
One Salary Rate	1277.78
Paramedic Intern	
Year 1	1314.03
Year 2	1339.19
Paramedic	
Year 1	1425.19
Year 2	1528.16
Paramedic Specialist	
Year 1	1642.58
Year 2	1687.79
Year 3	1738.49
Critical Care Paramedic (Aeromedical)	
Year 1	1838.05
Year 2	1885.67
Critical Care Paramedic (Aeromedical) Team Leader	
One Salary Rate	1979.94
Team Leader	
One Salary Rate	1825.47
Station Manager	
One Salary Rate	1895.15
District Manager	
One Salary Rate	1964.62
Clinical Training Officer	
One Salary Rate	1964.62
Clinical / Paramedic Educator	
Year 1	2391.17
Year 2	2553.36

Table 1B - Control Centre Staff - Wages

Classification	Effect from ffppoa 1 July 2022 \$ per week
Ambulance Control Centre - Non Paramedic	
Trainee	1322.85
Year 1	1360.36
Year 2	1386.46
Ambulance Control Centre Paramedic	
Year 1	1475.01
Year 2	1582.05

Ambulance Control Centre Paramedic Specialist	
Year 1	1619.54
Year 2	1674.66
Year 3	1726.81
Duty Control Centre Officer	
Non Paramedic	
One Salary Rate	1898.79
Paramedic	
One Salary Rate	1951.39
Senior Control Centre Officer	
One Salary Rate	2006.61
Aeromedical Control Centre Officer	
One Salary Rate	1995.47

Table 2A – Allowances

Item No	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2022 \$
1	5	Specialist Allowance*	Weekly	51.20
2	5	Rescue (Standby) Allowance*	Weekly	17.60
3	23	On Call Allowance (AO) (D)	Per 24 hours	24.80
4	23	On Call Allowance (AO) (W)	Weekly	99.40
5	5	Ambulance Studies Certificate Allowance (current recipients only)*	Weekly	30
6	13	Climatic and Isolation Allowance - Time and Half Zone **	Weekly	5.10
7	13	Climatic and Isolation Allowance - Double Zone **	Weekly	10.20
8	15	Travelling Meal Allowance**	Each	31.95
9	15	Meal Away from Station **	Each	31.95
10	15(c)(ii)	Crib Away from Station **	Each	15.98
11	24	Overtime Meal Allowance **	Each	31.95
13	37	Laundry **	Weekly	14.70

** This is not subject to Award wages increases.

Table 2B - Additional Allowances

Uniformed Control Centres Staff

Item	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2022
1	5	Control Centre (Standby)	Weekly	26.50
2	5	Control Centre Allowance (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time).	Weekly	104.80
3	5	Duty Control Centre Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998)	Weekly	16.50

Table 2C - Living Away From Home Allowance

Clause	Allowance Description	Frequency	Rates ffp^oa 1 July 2022
16	Living Away From Home Tier 1 *	Per Day	136.45
16	Living Away From Home Tier 2 *	Per Day	126.15

*This is not subject to Award wages increases.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1931)

SERIAL C9578

TARONGA CONSERVATION SOCIETY AUSTRALIA RETAIL AND RESTAURANT EMPLOYEES' AWARD 2022 - 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(Case No. 198542 of 2022)

Before Chief Commissioner Constant

22 August 2022

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022-2023.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	General Conditions of Employment
8.	Availability of Award
9.	Dispute Resolution
10.	Workplace Flexibility and Multi-skilling
11.	Types of Employment
12.	Multiple Contracts
13.	Leave
14.	Wage Increases and Wage Rates
15.	Payment of Wages
16.	Wage Sacrifice for Superannuation
17.	Classification Requirements
18.	Allowances
19.	Insurance of Tools
20.	Rosters
21.	Ordinary Hours of Work
22.	Rest Period
23.	Shift Loadings
24.	Overtime
25.	Call Back
26.	Starting and Finishing Work
27.	Annual Leave
28.	Annual Leave Loading
29.	Sick Leave
30.	Parental Leave
31.	Long Service Leave
32.	Public Holidays and Picnic Days
33.	Uniforms, Personal Protective Clothing and Equipment

34. Secure Employment
35. Contractors and Volunteers
36. Anti-discrimination
37. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Appendix A - Classifications

Appendix B - Additional Leave Entitlements - Taronga Retail and Restaurant Award

3. Definitions

"Award" means the Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022-2023.

"Supervisor" means a person who supervises an employee or employees covered by the Award.

"Employer" means the Department of Planning, and Environment at Taronga Conservation Society Australia (Taronga).

"Employee" means a person employed by the Department of Planning and Environment at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

"Restaurant" means any restaurant or food outlet.

"Retail" means any retail outlet.

"Taronga" means any site operated by the Taronga Conservation Society Australia.

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union" means the United Voice.

4. Application

4.1 The parties to the Award are Taronga and the United Voice.

4.2 The Award applies to and is binding on the parties to the Award and all ongoing, temporary, casual and apprentice employees, employed by the Department of Industry, Planning and Environment at Taronga in the classifications of: Retail Sales Assistant, Retail Sales Supervisor, Retail Sales Coordinator, Wait Staff, Kitchen Hand, Cook, Apprentice Chef, Chef, Senior Chef and Duty Officer.

4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Restaurant & Employees (State) Award 2015 and the Shop Employees (State) Award 2015.

4.4 There will be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.

5. Area, Incidence and Duration

5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2022 and will remain in force until 30 June 2024 and rescinds and replaces the Taronga Conservation Society Australia Retail and Restaurant Employees' Award - 2019-2020 published 8 May 2020 (387 I.G. 1132) and award reprinted 19 November 2021 (390 I.G. 1294).

6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the 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 the Award that take effect prior to 30 June 2022 by a party to this Award.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

7. General Conditions of Employment

- 7.1 It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the *Government Sector Employment Act* 2013 and the Government Sector Employment Regulation 2013 as amended from time to time.

8. Availability of Award

- 8.1 A copy of the Award will be made available on the Taronga intranet. A printed copy can be obtained from the Human Resources area if required.

9. Dispute Resolution

- 9.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 9.2 The Vocational Training Order for Apprentices made under the *Apprenticeship and Traineeship Act* 2001 will override any conflicting steps contained in this clause.
- 9.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 9.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 9.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 9.6 Where a bona fide and critical work health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 9.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 9.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 9.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 9.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 9.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the Director People, Culture and Learning or their delegate with the aim of trying to resolve the matter within 5 working days.

- 9.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

10. Workplace Flexibility and Multi-Skilling

- 10.1 The Union and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation. Taronga may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- 10.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga Conservation Society Australia operational requirements.
- 10.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 10.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 10.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 10.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 10.7 Employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the temporary assignment provisions of the Award.

11. Types of Employment

- 11.1 An employee will be engaged as an ongoing, temporary, casual or apprentice employee.
- 11.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 11.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 11.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Ongoing Employment

- 11.5 An ongoing employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 11.6 A probationary period may be for a period of up to 6 months and may be extended for a further period not exceeding 12 months.
- 11.7 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice.

- 11.8 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 11.9 If an ongoing employee's role becomes redundant, New South Wales Government policy will apply.
- 11.10 After the probationary period, Taronga may terminate the employment of an ongoing employee in accordance with the Dealing with Misconduct and Dealing with Unsatisfactory Performance clauses in this Award.

Temporary Employment

- 11.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 11.12 A temporary employee will be advised in writing that their employment is temporary.
- 11.13 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 11.14 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 11.15 A casual Retail employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual Retail employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave.
- 11.16 A casual Restaurant employee will receive a 20% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual Restaurant employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave.
- 11.17 The casual loading and casual annual leave allowance will not be paid on overtime.
- 11.18 Casual employees will be engaged for a minimum shift of 3 hours. A shift may be terminated at or after 3 hours due to operational requirements.
- 11.19 Taronga or the employee may terminate the employment of a casual employee by giving one hour's notice.
- 11.20 Where practicable, Taronga will provide casual employees with reasonable notice for cancellation of a shift. However due to the unforeseen circumstances and the nature of the tourism industry, shifts may need to be varied or cancelled within this timeframe. A minimum of 2 hours notice is required by an employee to cancel a shift.

Apprentices and Trainees

- 11.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice or Trainee otherwise prescribed in the Award.
- 11.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 11.23 Progression within the rates prescribed for the years of service for Apprentices and Trainees will be in accordance with the *Vocational Training Order made under the Apprenticeship and Traineeship Act 2001*.

Adult Apprentice

11.24 An adult apprentice is an Apprentice engaged by Taronga Conservation Society Australia after turning 21 years of age.

11.25 An adult apprentice is to be paid the higher of the following rates:

- (a) Year 1 80% of the level 3 adult minimum wage (Miscellaneous Award 2010 MA000104, Apprentice Minimum Wages)
- (b) Years 2, 3 and 4 to be paid under the adult minimum wage outlined in the above mentioned Miscellaneous Award.

12. Multiple Contracts

12.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).

12.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instruments, including for the purposes of payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles. The conditions for employees working under multiple contracts can be no less favourable than the applicable Award.

12.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.

12.4 When rostering employees under multiple contracts consideration will be given to fatigue management.

13. Leave

13.1 General leave conditions of employees under this Award will be regulated in accordance with the provisions contained within this Award, the GSE Act and Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

13.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

14. Wage Increases and Wage Rates

14.1 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the IRC.

14.2 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.

14.3 The wage increases provided for in the Award, insofar as they apply will only be paid to those employees who are employed at the date of the making of the Award.

15. Payment of Wages

15.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.

15.2 Taronga will provide employees with pay advice electronically. An employee may, on application to Taronga, be provided with the advice in paper form.

- 15.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 15.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

16. Wage Sacrifice for Superannuation

- 16.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 16.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 16.3 The election must be made before the period of service to which the earnings relate.
- 16.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 16.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

17. Classification Requirements

- 17.1 Refer to Appendix A for full coverage of classifications and rates of pay.

18. Allowances

- 18.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.
- 18.2 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged part time, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

Tool Allowance

- 18.3 A weekly tool allowance will be paid to a Chef and an Apprentice for providing and maintaining their own hand tools. All tools owned by employees and Apprentices need to comply with WHS regulations and meet Taronga's WHS processes.

Temporary Assignment Allowance

- 18.4 Temporary assignment is the process of assigning an employee to a role for a defined period with a specified end date. Temporary assignment may be at level, or to a higher or lower classification.
- 18.5 Above-level temporary assignment

Above-level temporary assignments may attract payment of a temporary assignment allowance. Above-level temporary assignments of up to 12 months may be made on the basis of a suitability assessment which includes

Pre-screening for essential requirements such as a qualification or licence

Resume

At least two capability-based assessments, one of which is an interview and

Referee checks against the pre-established standards for the role

Above-level temporary assignments for longer than 12 months must be based on a comparative assessment resulting from external advertising across the NSW Public Service. Comparative assessments require a minimum of three capability based assessments, one of which is an interview.

The amount of the allowance payable to the employee who is temporarily assigned to another role is the difference between the salary of the employee's usual role and the point in the salary range of the other role.

The proportionate temporary assignment allowance paid is proportionate to the duties to be performed. This is to be determined by the agency head and by mutual agreement with the employee before the employee starts the temporary assignment.

First Aid Allowances

- 18.6 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 18.7 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 18.8 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 18.9 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 18.10 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 18.11 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week or as a pro rata allowance for any part time or casual employees.
- 18.12 The laundry allowance is not payable when an employee is on leave.

Overnight allowance

- 18.13 An overnight allowance will be paid where Taronga requests, and an employee agrees to stay overnight on Taronga premises for a period outside/between the employee's normal rostered hours of duty.

The overnight allowance is deemed to provide compensation for the overnight stay and also includes compensation for being on call during the period and any work required to be completed up to a total of 1 hour duration. Additional work required outside a total of 1 hour will be paid at overtime rates.

This allowance is payable when employees stay overnight such as, but not limited to Roar and Snore, Billabong Camp and Zoofari.

The allowance applicable is only when required to sleep over.

Bus Allowance

- 18.14 A bus allowance will be paid on a per shift basis where an employee is appropriately licensed and is required to drive a passenger bus on a rostered shift.

19. Insurance of Tools

- 19.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga Conservation Society Australia premises.
- 19.2 An employee will provide a list of the tools insured if requested by Taronga.
- 19.3 An employee will ensure that their tools are cared for and kept safely.
- 19.4 Taronga will reimburse an employee for loss of tools, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

20. Rosters

- 20.1 Employees may be rostered to suit Taronga Conservation Society Australia operational requirements.
- 20.2 Taronga will prepare rosters that are fair and equitable and meet work health and safety requirements.
- 20.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 20.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous and subsequent periods.
- 20.5 Rosters will be prepared 7 days in advance.
- 20.6 Rosters may be changed as long as they comply with the terms set out in Clause 21 - Ordinary Hours of Work of the Award.
- 20.7 Changes to published rosters may be made inside 7 days by agreement between the Manager and an employee.
- 20.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 20.9 Taronga requires employees to provide a minimum availability to meet operational requirements and business needs. These requirements will be communicated to employees during the recruitment and selection process and will form part of the employment contract. Availability requirements may change over time in accordance with operational requirements.

21. Ordinary Hours of Work

- 21.1 The ordinary hours of work of full time employees are 152 hours in a 28 day period. Part time employees will be contracted to work less than 152 hours in a four week period however may be rostered up to 152 hours in any four week period.
- 21.2 All full-time and part-time employees will be rostered their ordinary hours of work on the following basis:
- (a) At least once every two weeks an employee will be granted two consecutive days off
 - (b) Full-time and part-time employees will work not more than 5 days per week or, by agreement between the employer and the employee, not more than 20 days in a 4 week period.

- (c) By agreement between the employer and the employee, the maximum number of ordinary hours which may be worked on any one day will be 12 hours (inclusive of meal breaks).
 - (d) There will be not less than a ten-hour break between finishing work (including overtime) one day or shift and the commencement of work on the next day or shift.
- 21.3 Where a Restaurant employee works a broken shift, Taronga will pay the employee for not less than 8 hours worked on any one shift. The shift will be spread over not more than 2 periods within a span of not more than 14 hours inclusive of meal breaks.
- 21.4 Restaurant employees working a broken shift will be paid an allowance of one half of the hourly ordinary rate of pay at the Wait Staff classification.

22. Rest Period - Restaurant Employees

- 22.1 An employee will be given a meal break of between 30 minutes and 1 hour after working not more than 5 hours. The first meal break taken on any shift will be unpaid. The second meal break will be a paid break, and the employee will be paid a meal allowance for the second break the amount of which is set out in the Allowances Table or given a meal.
- 22.2 If, because the work the employee is doing means that the employee cannot take a meal break by the end of 5 hours, the employer can ask the employee to work up to a further hour before the employee takes the break, and that break will become a paid break.
- 22.3 In addition to the employee's meal break(s), an employee will be given a paid rest break of ten minutes once during each work period of 5 hours.

22A. Rest Period - Retail Employees

- 22A.1 When and where it can be conveniently arranged by Taronga, an employee who works more than four ordinary hours on any day will be allowed a paid rest break of ten minutes.
- 22A.2 No rest break will be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any meal break.
- 22A.3 An unpaid meal break of between 30 minutes and one hour will be given to employees who are rostered for more than five hours.
- 22A.4 An employee who works nine hours or more on any day will be allowed two rest breaks (each of ten minutes duration) if only one meal break is taken; or one rest break of ten minutes if two meal breaks are taken.

23. Shift Loadings

- 23.1 If Taronga requires an employee to work, the employee will be paid the following shift loadings:
- (a) on a Saturday time and a quarter of the ordinary rate of pay for all ordinary hours worked (except if the Restaurant employee works a regular night shift referred to in clause 23.2, or if the employee is a casual Retail employee referred to in clause 23.3),
 - (b) on a Sunday time and a half of the ordinary rate of pay for all ordinary hours worked,
 - (c) on a Public Holiday two and a half times the ordinary rate of pay for all ordinary hours worked.
- 23.2 Where a Restaurant employee works ordinary hours between midnight and 6.00am, they are to be paid an extra 30% penalty for all time worked during these hours. If the hours worked between midnight and 6.00am is greater than 50% of the total shift, the employee will be paid a loading of 30% for all hours worked. This loading excludes shifts worked on a Sunday or Public Holiday.

- 23.3 Retail casual employees working on a Saturday will be paid an applicable allowance as outlined in the Allowances Table in addition to the day's pay.
- 23.4 The penalties and loadings prescribed in this clause will not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of leave including sick leave, annual leave and long service leave.

24. Overtime

- 24.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.
- 24.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:
- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
 - (b) the urgency of the work required to be performed, the impact on Taronga's operational requirements and the effect on customer services.
- 24.3 Overtime rates of pay for Retail employees will be time and one-half for the first two hours on any one day and at the rate of double time thereafter, except on a Sunday which will be paid for at the rate of double time.
- 24.4 Overtime rates of pay for Restaurant employees will be time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time.
- 24.5 If their manager agrees, an ongoing or temporary employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:
- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
 - (b) The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member in accordance with Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).
 - (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual. At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
 - (d) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

25. Call Back

- 25.1 An employee recalled to work overtime for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.
- 25.2 For employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.

- 25.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 22 Rest Period - Restaurant Employees and Clause 22A - Retail Employees.
- 25.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 25.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 25.6 This clause does not apply if an employee is regularly required to return to Taronga premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.

26. Starting and Finishing Work

- 26.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point, or from the time they are rostered to commence work.
- 26.2 If an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.

27. Annual Leave

- 27.1 Taronga employees are entitled to 4 weeks annual leave for working a whole year or pro rata for part time employees.

28. Annual Leave Loading

- 28.1 Employees are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 28.2 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 28.3 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 28.4 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 28.5 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 28.6 An annual leave loading will not be paid on resignation/dismissal arising from misconduct.
- 28.7 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

29. Sick Leave

- 29.1 Taronga employees are entitled to sick leave provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

30. Parental Leave

- 30.1 Taronga employees are entitled to parental leave provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

31. Long Service Leave

- 31.1 Taronga employees are entitled to long service leave provisions in accordance with NSW *Long Service Leave Act 1955*.

32. Public Holidays and Picnic Days

- 32.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 32.2 The first Monday in August each year will be a Picnic Day (in lieu of the Public Service Holiday) and will be treated as a Public Holiday.
- 32.3 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours. Employees who do not work the seven-day roster will not be entitled to this payment.

33. Uniforms, Personal Protective Clothing and Equipment

- 33.1 Where an employee is required to wear a uniform, Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 33.2 Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.
- 33.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 33.4 Protective equipment and clothing, together with replacement uniform items, are provided as needed. Unserviceable uniforms and equipment must be returned when a request for replacement is made.
- 33.5 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 33.6 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 33.7 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

34. Secure Employment

- 34.1 Objective of this clause

The objective of this clause is for Taronga to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles in Taronga's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

34.2 Casual Conversion:

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months will thereafter have the right to elect to have his or her casual contract of employment converted to ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Taronga will give the casual employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 34.2(a), upon receiving notice under subclause 34.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to Taronga that he or she seeks to elect to convert his or her casual contract of employment to ongoing full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, Taronga will consent to or refuse the election, but will not unreasonably so refuse. Where Taronga refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within 4 weeks of receiving written notice from Taronga, elect to convert his or her casual contract of employment to ongoing full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Taronga.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 34.2(c), Taronga and the employee will in accordance with this subclause, and subject to subclause 34.2(c), discuss and agree upon
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Taronga and the employee.

- (g) Following an agreement being reached pursuant to subclause 34.2(f), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

35. Contractors and Volunteers

- 35.1 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities.
- 35.2 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 35.3 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 35.4 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga.
- 35.5 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

36. Anti-Discrimination

- 36.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 36.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 36.3 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 36.4 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.
- 36.5 Nothing in this clause is to be taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation;
- (a) offering or providing junior rates of pay to persons under 21 years of age;
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (c) a party to the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 36.6 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.

37. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 37.1 A Union official or officer may enter Taronga property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.

- 37.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga operations and must be approved by the relevant manager.
- 37.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis and complying with security procedures for admission onto the property.
- 37.4 A Union official will have regard for the provisions of the *Industrial Relations Act 1996*.

Delegates

- 37.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.
- 37.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- (a) Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including SafeWork NSW and Work Health and Safety;
 - (c) where relevant, there is an opportunity for Taronga participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 37.7 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rule
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and

- (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

Schedule 1

Classification	Weekly 8 July 21	Weekly 13 July 22
Retail Sales Assistant	818.20	838.90
Retail Sales Supervisor	845.40	866.8
Retail Coordinator – TWPZ	860.00	881.8
Retail Coordinator – TZ	1075.50	1102.7
Kitchen Hand	745.90	764.8
Wait Staff	769.60	789.1
Duty Officer	937.10	960.8
Cook	805.80	826.2
Apprentice Chef (% of Level 1-3 Chef wage)	0.00	0.0
Year 1 – 46%	405.00	415.2
Year 2 – 54%	475.40	487.4
Year 3 – 67%	589.80	604.7
Chef	0.00	0.0
Level 1	880.30	902.6
Level 2	937.10	960.8
Level 3	967.10	991.6
Senior Chef	1050.30	1076.9
Applicable Junior rates for Retail Sales		
Assistant, Wait Staff and Kitchen Hand:		
Age:		
17 years and under - 62%		
18 years of age - 70%		
19 years of age - 80%		
20 years of age - 90%		

SCHEDULE 2

Allowances

	8 July 21	13 July 22
Laundry Allowance	\$13.15 per week	\$13.50 per week
Meal Allowance	\$15.10 per meal	\$15.50 per meal
Apprentice's Tool Allowance	\$0.95 per week	\$0.97 per week
First Aid Allowance	\$17.05 per week	\$17.50 per week
Overnight Allowance	\$31.60 per shift	\$32.40 per shift
Bus Allowance	\$5.60 per shift	\$5.75 per shift
Insurance of Tools	\$1,495.00	\$1,495.00
Retail Employees Saturday allowance		
Under 21 years - shift length up to 4 hours	\$5.80 per week	\$5.95 per week
Adult - shift length up to 4 hours	\$8.95 per week	\$9.20 per week
Under 21 years - shift length 4 hours and over	\$9.95 per week	\$10.20 per week
Adult - shift length 4 hours and over	\$18.30 per week	\$18.75 per week

APPENDIX A

CLASSIFICATIONS

The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 10 – Workplace Flexibility and Multi-skilling of the Award or changing with written advice, the expected nature and mix of duties consistent with the classification requirements. The classification requirements outlined below list key duties employees are expected to perform or have the ability to perform. All employees are expected to comply with Taronga’s policies and procedures, Customer Service Charter and Work, Health and Safety Charter.

Retail Sales Assistant

The role of the Retail Sales Assistant is to enhance the guest experience and maximise retail sales by providing excellent customer service in Taronga’s retail stores and animal experience stations. Key duties include but are not limited to:

Greeting guests who enter the retail outlet

Having strong product knowledge of Taronga’s retail offerings to be able to up sell and explain the link with Taronga’s vision

Responsible for cash and card payments

Receiving and preparing sale and display of goods including maintaining store presentation (including prams), light cleaning and stocking shelves

Enhancing guest experience by providing photography opportunities with animal encounters

Retail Sales Supervisor

The role of the Retail Sales Supervisor is to lead the retail sales team to maximise retail sales and enhance the visitor experience through high level customer service. In addition to the duties of the Retail Sales Assistant, key duties include but are not limited to:

Leading, mentoring and coaching the Retail Sales team to deliver high quality customer service experiences.

Demonstrating high levels of store operational management including cash management, balancing cash registers, receipts and daily takings, visual merchandising, stock level management, housekeeping, staff direction and daily briefings, customer service and end of day reporting,

Retail Sales Coordinator TWPZ

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

Maintaining and coordinating the retail outlet to maximise sales and ensure efficient day to day operations

Supervising and rostering the Retail Sales team to deliver high quality customer service experiences in order to provide excellent guest experience and promote repeat visitation

Managing the stock deliveries, stock taking and store merchandising

Retail Sales Coordinator TZ

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

- Daily coordination and operational communication of all TZ shops
- Operational management of the TZ Top Shop
- Coordination of operations of retail outlets during events
- Support the Retail Sales Manager with recruitment and staff management as required
- Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

Kitchen Hand

The role of the Kitchen Hand is to provide support for kitchen staff in all areas of kitchen operation by maintaining high levels of quality customer service with all stakeholders. The duties of the Kitchen Hand include but are not limited to:

- Obtaining and maintaining a NSW Statement of Attainment in Food Handling
- Cleaning, tidying and setting up of kitchen, food preparation and customer service areas
- Washing and cleaning equipment, crockery and utensils
- Assembly and preparation of ingredients for cooking
- Setting, clearing and wiping down tables
- Handling, sorting, storing and distributing food items
- Maintaining a high level of food safety by following all food safety processes

Wait Staff

In addition to the duties of the Kitchen Hand, the role of the Wait Staff is to deliver high quality customer service to provide excellent guest experience and promote repeat visitation by providing excellent front-of-house waiting and bar services. The duties of the Wait Staff include but are not limited to:

- Undertaking general waiting food and beverage duties, including preparing and clearing tables, greeting and seating guests, taking orders, serving food and beverages and general cleaning
- Heating pre-prepared meals and/or preparing simple food items such as sandwiches and salads
- Receipting of monies (cash and electronic), giving change and operating cash registers
- Supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar
- Obtaining and maintaining a NSW Responsible Service of Alcohol when required to supply, dispense or mix liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar
- Receiving, storing and distributing goods
- Maintaining a high level of food safety

Cook

The role of the Cook is to prepare, cook and present a range of food items that are of the highest quality at all times to provide a first class culinary guest experience. The duties of the Cook include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Preparing and cooking a range of food items such as breakfasts, grills and snacks for guests, whilst delivering high quality customer service.

Maintaining a high level of food safety.

Maintaining consistently high levels of guest satisfaction ensuring a high quality cost effective service is provided

Providing instruction to the Apprentice chef, Kitchen Hand and Wait Staff

Apprentice Chef

The role of the apprentice chef is to assist the chef in providing a high standard of food by way of preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. The duties of the apprentice chef include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Undertaking and learning all the different aspects of Commercial Cookery that is required as part of the Chef Apprenticeship including appropriate TAFE role requirements, training and assessments

Ensuring work carried out meets Taronga stakeholder needs and legislative and statutory requirements.

Identifying and communicating issues impacting on operations and guests

Chef

The role of the Chef is to manage the day to day operational activities within the Kitchens of Taronga by providing a high standard of food preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. Progression between Chef Level 1 to Chef Level 2 to Chef Level 3 will be based on merit selection processes when vacancies arise or on an operation requirements and business needs basis. The duties of a Chef include but are not limited to:

Obtaining and maintaining a NSW Food Safety Supervisor Certificate

Completion of an apprenticeship or appropriate trade qualifications in cookery, butchery, baking or pastry cooking

Establishing and maintaining a first class culinary experience across multiple food outlets including preparing and cooking food as per Taronga menus

Planning menus and determining food and labour costs in consultation with stakeholders

Demonstrating techniques to apprentices and advising on cooking procedures

Maintaining and enforcing a high level of food safety

Manage complex stakeholder relations, expectations and competing priorities in a busy hospitality environment.

Maintain professionalism, tact and diplomacy when working within a high paced environment.

Supervising and training staff

Senior Chef

In addition to the duties of Chef, the key duties of the Senior Chef include but are not limited to:

- Completion of appropriate additional training
- Supervising other trade qualified cooks, recruitment, training and rostering
- Coordinate stocktake across all departments
- Purchase and maintain equipment kitchen items including cooking utensils, dishwashers
- Budgeting including raising purchase orders, investigating Profit/Loss
- Liaising with internal and external stakeholders including current and potential suppliers and contractors
- Create and implement policies and best practices for food safety, hygiene and Work Health Safety
- Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

Duty Officer

The role of the Duty Officer is to provide and maintain high quality customer service standards. Key duties include but are not limited to:

- Managing complex stakeholder relations, competing priorities and visitor expectations
- Delivering a high quality customer service experience to guests at Taronga
- Assisting in coordinating, training and supervising employees
- Resolving guest issues to ensure that complaints are dealt with effectively and complex issues are escalated accordingly.
- Ensuring the smooth operation of the day-to-day operations of the three accommodation outlets in the absence of senior management and assisting the frontline teams in these areas to address, report, and escalate any issues.
- Responding to emergencies and initiating the appropriate response in accordance with Taronga Emergency and after-hours procedures.
- Obtain and maintain a Senior First Aid or Occupational First Aid Certificate
- Monitoring and ensuring compliance with RSA regulations during bar service.
- Be responsible for the daily reconciliation of in-house and departing guest accounts across the accommodation outlets, ensuring compliance with Taronga cash handling and finance procedures.

APPENDIX B**ADDITIONAL LEAVE ENTITLEMENTS - TARONGA RETAIL AND RESTAURANT AWARD**

The table below outlines all the leave provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave) which employees covered by the Taronga Retail and Restaurant Award have access to.

The Taronga Retail and Restaurant Award outlines entitlements to Annual Leave, Annual Leave Loading, Long Service Leave and Public Holidays.

Leave Type (from Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
Family and Community Service Leave
Leave Without Pay
Military Leave
Observance of Essential Religious or Cultural Obligations
Parental Leave (including maternity leave, adoption leave and other parent leave)
Purchased Leave
Sick Leave
Sick Leave – Requirements for Evidence of Illness
Sick Leave to care for a family member
Sick Leave – Workers Compensation
Sick Leave – Claims other than Workers Compensation
Special Leave (including Jury Service, Witness at Court, Examination Leave, Union Activities)
Leave for Matters Arising from Domestic Violence

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

SERIAL C9583

CLOTHING TRADES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Industrial Registrar.

(Case No. 2019/380639)

Before Chief Commissioner Constant

18 December 2019

ORDER

The Commission orders that -

1. The Clothing Trades (State) Industrial Committee published 19 February 2016 (379 IG 368), be extended.
2. This order shall take effect on and from 18 December 2019 and shall remain in force for a period of three years thereafter to 18 December 2022.

N. CONSTANT, *Chief Commissioner.*

Printed by the authority of the Industrial Registrar.

SERIAL C9581

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA22/07 - Blacktown City Council Minimum Conditions and Benefits of Employment Agreement 2022-2024

Made Between: Blacktown City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; The Development and Environmental Professionals' Association.

New/Variation: Replaces EA19/09

Approval and Commencement Date: Approved 24 November 2022 and commenced 1 July 2022

Description of Employees: The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2020.

Nominal Term: 24 Months.

EA22/08 - Sydney Opera House Enterprise Agreement 2022 - 2024

Made Between: Sydney Opera House Trust -&- the Media, Entertainment and Arts Alliance New South Wales.

New/Variation: Replaces EA22/02

Approval and Commencement Date: Approved and commenced 12 December 2022.

Description of Employees: The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Nominal Term: 18 Months.

EA22/09 - City of Newcastle Enterprise Agreement 2023

Made Between: City of Newcastle -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Development and Environmental Professionals' Association; The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA19/11

Approval and Commencement Date: Approved 13 December 2022 and commenced 1 January 2023

Description of Employees: The agreement applies to all employees employed by City of Newcastle located at 12 Stewart Avenue, Newcastle NSW 2300, who fall within the coverage of the Local Government (State) Award 2020, except for employees who are Senior Staff as defined in the Local Government Act 1993.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

SERIAL C9582

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

CA22/02 - Global Express Contract Carriers Agreement 2022

Made Between: Ipec Pty Ltd -&- the Transport Workers' Union of Australia, New South Wales.

New/Variation: Replaces CA19/03

Approval and Commencement Date: Approved 15 December 2022 and commenced 1 July 2022.

Description of Employees: The agreement applies to all contract carriers engaged by Global Express, who fall within the coverage of the Transport Industry - General Carriers Contract Determination 2017.

Nominal Term: 12 Months.

Printed by the authority of the Industrial Registrar.