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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act* 1996.

† These members are dual appointees of Fair Work Australia.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.

(1942)

C10183

CROWN EMPLOYEES (SYDNEY OPERA HOUSE) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Government of New South Wales (Sydney Opera House Trust Staff Agency)

(Case No. 270212 of 2026)

Before N. Constant, *Senior Commissioner*

22 July 2026

VARIATION

The following variations to the Crown Employees (Sydney Opera House) Award 2024 published on 14 October 2024 (396 I.G. 992) shall take effect on 1 July 2026.

1. Delete the text “will remain in force for 2 years” from subclause 5.2 of clause 5, Area, Incidence and Duration, of the award, and insert in lieu thereof “nominally expire on 30 June 2027”.

5.2 This Award will commence on 23 August 2024 and nominally expire on will remain in force for 2 years 30 June 2027.

2. Delete clause 6, No Extra Claims, of the award, and insert in lieu thereof the following:

Other than as provided for in the Industrial Relations Act 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

3. Delete the text “, occurring on or after 1 July 2024” from subclause 15.5 of clause 15 Salaries, of the award.

15.5 The salaries in this award will be adjusted in accordance with any variations to the Salaries Award or any new award replacing the Salaries Award

4. Delete Table 1 – Grade Structure, of Schedule B – Classification Structure and Rates of Pay, of the award, and insert in lieu thereof the following:

SCHEDULE B – CLASSIFICATION STRUCTURE AND RATES OF PAY**Table 1 – Grade Structure**

This grading structure applies to the roles listed in clause 4.1 of this Award, and any newly created non-executive roles that perform the same or substantially equivalent duties as these role classifications (as provided for under clause 4.2 of this Award).

Grades	Mercer Value Points	CED	Work Pay Point	1.7.23		1.7.24		1.7.25		1.7.26	
				Per	annum	Per	annum	Per	annum	Per	annum
				4.00%		4.00%		3.00%		3.00%	
				\$		\$	\$			\$	
Grade 4	350	-	483	12	136,249	141,699	145,950	150,328			
				11	133,387	138,722	142,884	147,171			
				10	131,080	136,323	140,413	144,625			
				9	128,773	133,924	137,942	142,080			
				8	126,471	131,530	135,476	139,540			
				7	124,167	129,134	133,008	136,998			
				6	121,860	126,734	130,536	134,453			
				5	119,594	124,378	128,109	131,952			
				4	117,328	122,021	125,682	129,452			
				3	115,057	119,659	123,249	126,947			
				2	112,793	117,305	120,824	124,449			
				1	110,525	114,946	118,394	121,946			
Grade 3	250	-	349	9	109,298	113,670	117,080	120,592			
				8	107,124	111,409	114,751	118,194			
				7	104,950	109,148	112,422	115,795			
				6	102,779	106,890	110,097	113,400			
				5	100,653	104,679	107,819	111,054			
				4	98,529	102,470	105,544	108,711			
				3	96,405	100,261	103,269	106,367			
				2	94,278	98,049	100,991	104,020			
				1	92,580	96,283	99,172	102,147			
Grade 2	174	-	249	9	92,104	95,788	98,662	101,622			
				8	89,931	93,528	96,334	99,224			
				7	87,756	91,266	94,004	96,824			
				6	85,591	89,015	91,685	94,436			
				5	83,840	87,194	89,809	92,504			
				4	82,092	85,376	87,937	90,575			
				3	80,346	83,560	86,067	88,649			
				2	78,604	81,748	84,201	86,727			
				1	76,860	79,934	82,332	84,802			
Grade 1	120	-	173	7	76,273	79,324	81,704	84,155			
				6	74,672	77,659	79,989	82,388			
				5	73,069	75,992	78,272	80,620			
				4	71,472	74,331	76,561	78,858			
				3	69,522	72,303	74,472	76,706			
				2	67,949	70,667	72,787	74,971			
				1	66,379	69,034	71,105	73,238			

Full-time equivalent salaries (non-incremental)

5. Delete Table 2 – Classifications and Salary Rates, of Schedule B – Classification Structure and Rates of Pay, of the award, and insert in lieu thereof the following:

SCHEDULE B – CLASSIFICATION STRUCTURE AND RATES OF PAY**Table 2 – Classifications and Salary Rates, of Schedule B – Classification Structure and Rates of Pay**

Classification	Grade and Pay Point	1.7.23 Per annum 4.00% \$	1.7.24 Per annum 4.00% \$	1.7.25 Per annum 3.00% \$	1.7.26 Per annum 3.00% \$
Information Analyst	Grade 4, Pay Point 3	115,057	119,659	123,249	126,947
Procurement Officer	Grade 3, Pay Point 1	92,580	96,283	99,172	102,147
Financial Accountant Operations	Grade 3, Pay Point 1	92,580	96,283	99,172	102,147
Financial Accountant & IPOS Operations Support	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Executive Team Assistant	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Government Relations Officer	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Records Management Specialist	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Payroll Officer	Grade 2, Pay Point 7	87,756	91,266	94,004	96,824
Financial Accountant	Grade 2, Pay Point 6	85,591	89,015	91,685	94,436
Recruitment Coordinator	Grade 2, Pay Point 4	82,092	85,376	87,937	90,575
Coordinator Government Policy & Heritage	Grade 2, Pay Point 2	78,604	81,748	84,201	86,727
Recruitment Administrator	Grade 1, Pay Point 6	74,672	77,659	79,989	82,388
Graduate Accountant	Grade 1, Pay Point 6	74,672	77,659	79,989	82,388

6. Delete Schedule C – Allowances and Expenses, of the award, and insert in lieu thereof the following:

SCHEDULE C – ALLOWANCES AND EXPENSES

Item No.	Clause No.	Description	1.7.23 Amount	1.7.24 Amount	1.7.25 Amount	1.7.26 Amount
1	16.2	Community Language Allowance Scheme (<i>Base Level Rate</i>)	\$1,580pa	\$1,643pa	\$1,692pa	\$1,743pa
2	16.3	First Aid Allowance (<i>basic qualification</i>)	\$1,018pa	\$1,059pa	\$1,090pa	\$1,123pa
3	18.10	Overtime Meal allowance				
		Breakfast	\$35.65	\$37.65	\$38.65	
		Lunch	\$35.65	\$37.65	\$38.65	
		Dinner	\$35.65	\$37.65	\$38.65	
		Supper	\$13.30	\$13.80	\$14.10	

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent.

N. Constant, *Senior Commissioner*

Printed by the authority of the Industrial Registrar.

(1942)

C10184

CROWN EMPLOYEES (SYDNEY OPERA HOUSE) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10183	27 August 2026	1 July 2026	400, Part 2	149

AWARD**Arrangement**

Clause No.	Subject Matter
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3. Parties
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SCHEDULE C – ALLOWANCES AND EXPENSES

SCHEDULE D - APPLICATION OF CONDITIONS AWARD AND SALARY AWARD

SECTION 1 – APPLICATION AND OPERATION

1. Title

This Award will be known as the Crown Employees (Sydney Opera House) Award 2024.

2. Definitions

- 2.1 **Accumulated Work Time (AWT)** means all time worked by an employee (except paid overtime) in the Settlement Period.
- 2.2 **Act** means the *Government Sector Employment Act 2013*.
- 2.3 **Actual working hours** are the pattern and span of hours that the employee and their manager have agreed that the Employee will work between Monday and Friday to meet ordinary weekly contract hours and individual, team and business requirements, and may include accumulated work time where meaningful work is available to be performed.
- 2.4 **Agency Head** means for the purposes of this award the Chief Executive of the Sydney Opera House Trust Staff Agency as set out in Schedule 1, Part 2 of the Act, or their nominated delegate
- 2.5 **Bandwidth** means the time period of 6:00am to 10:00pm Monday to Friday in which ordinary hours may be flexibly worked at ordinary rates of pay.
- 2.6 **Conditions Award** means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and its successor instruments.
- 2.7 **Contract business** means a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 2.8 **Contract Hours** means the weekly hours an employee is required to work under their employment contract.
- 2.9 **Dependant** means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support; or a person who does not reside with the employee who is otherwise wholly or in part dependent on the employee for support.
- 2.10 **Employee** means a non-executive public service employee who is employed under the Act as an ongoing employee, temporary employee or casual employee who is employed to work in the Sydney Opera House Trust Staff Agency to enable the Sydney Opera House Trust to exercise its functions and who is assigned to a role listed in clause 4.1 of this award or a newly created role in accordance with clause 4.2 of this award.
- 2.11 **Family Member** means:
- (a) A spouse of the employee.
 - (b) A de facto spouse is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - (c) A child or adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.

- (d) A relative of the employee who is a member of the same household, where for the purposes of this definition:
- "Relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- "Affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- "Household" means a family group living in the same domestic dwelling.
- 2.12 **Flexible Working Hours Credit** means the Accumulated Work Time which exceeds the contract hours in a Settlement Period and includes any time carried over from any previous Settlement Periods.
- 2.13 **Flexible Working Hours Debit** means the debit which arises when the Accrued Work Time in a settlement period, including approved leave taken during the Settlement Period and any carry over from the previous settlement period, are less than the contract hours for the Settlement Period.
- 2.14 **Flex leave** means the period of leave that an employee may with the approval of the employee's manager absent themselves from work using Flexible Working Hours Credits in accordance with clause 12 of this award.
- 2.15 **Industrial Relations Secretary** means the Industrial Relations Secretary as defined in s 49 the Act.
- 2.16 **Commission** means the Industrial Relations Commission of New South Wales.
- 2.17 **Labour hire business** means a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply employees employed or engaged by it to another employer for the purpose of such employees performing work or services for that other employer.
- 2.18 **Ongoing employee** means a full-time or part-time employee whose employment continues until the employee resigns or has his or her employment terminated as defined in the Act.
- 2.19 **Public Holiday** means a day declared under Part 2 of the *Public Holidays Act* 2010, as a public holiday.
- 2.20 **Salaries Award** means the Crown Employees (Public Sector – Salaries 2022) Award and its successor instruments.
- 2.21 **Settlement Period** means the period of 12 consecutive weeks during which eligible employees may flexibly work their hours in accordance with this Award. The first Settlement Period commences on the commencement of this award.
- 2.22 **SOH** means Sydney Opera House Trust Staff Agency as set out in Schedule 1, Part 2 of the Act.
- 2.23 **Sydney Opera House Enterprise Agreement** means the Sydney Opera House Enterprise Agreement 2022-2024 (and its successor instruments).
- 2.24 **Temporary employee** means a full-time or part-time employee who is engaged for a temporary purpose in accordance with the Act and the *Government Sector Employment (General) Rules* 2014.
- 2.25 **Union** means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Parties

Parties to this Award are:

- 3.1 Industrial Relations Secretary,

3.2 The SOH, and,

3.3 The Union.

4. Coverage

4.1. The provisions of this Award apply to Employees who are assigned to the following roles the descriptions of which are in Schedule A:

- (a) Executive Team Assistant
- (b) Recruitment Coordinator
- (c) Recruitment Administrator
- (d) Coordinator Government Policy & Heritage
- (e) Government Relations Officer
- (f) Information Analyst
- (g) Records Management Specialist
- (h) Procurement Officer
- (i) Financial Accountant Operations
- (j) Financial Accountant & IPOS Operations Support
- (k) Financial Accountant
- (l) Graduate Accountant
- (m) Payroll Officer.

4.2. This award will also apply to non-executive public service employees who are employed under the Act to enable the Sydney Opera House Trust to exercise its functions and who are assigned to newly created roles that perform the same or substantially equivalent duties as the role classifications listed in clause 4.1 or described in Schedule A of this Award.

4.3. Subject to clause 4.4, this award will apply to the exclusion of the Conditions Award and the Salaries Award.

4.4. The clauses of the Conditions Award and clauses of the Salaries Award listed in Schedule D of this award, and any subsequent and equivalent clauses in their successor instruments, apply to the Employees covered by this award as if those clauses were clauses of this award.

4.5. This award does not apply to any public service employee who is employed under the Act to enable the Sydney Opera House Trust to exercise its functions, other than when assigned to a non-executive role specifically identified in clause 4.1 or newly created in accordance with clause 4.2. This includes public service non-executive employees to whom the Sydney Opera House Enterprise Agreement applies or who are Public Service Senior Executives as defined in the Act.

4.6. An Employee covered by this award (or its successors) is not covered by the Sydney Opera House Enterprise Agreement.

5. Area, Incidence and Duration

- 5.1 The provisions of this award will apply to Employees in accordance with clause 4.
- 5.2 This Award will commence on 23 August 2024 and nominally expire on will remain in force for 2 years 30 June 2027.
- 5.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

6. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

SECTION 2 – TYPES OF EMPLOYMENT AND CLASSIFICATIONS

7. Forms of employment

An Employee can be employed in ongoing employment (full time or part time); temporary employment (full-time or part time); or casual employment as defined in the Act.

8. Full-time employment

A full-time employee will be engaged for 35 ordinary hours per week to be worked flexibly as a weekly average or in a set and regular pattern in accordance with clause 12

9. Part-time employment

- 9.1 A part-time employee will be engaged to work less than 35 ordinary hours per week to be worked flexibly as a weekly average or in a set and regular pattern in accordance with clause 12.
- 9.2 Part-time employees are paid the standard hourly rate for their classification and all entitlements are calculated on a pro rata basis.
- 9.3 Hours of work will be mutually agreed between an Employee and their manager prior to commencement of the part-time employment to achieve the work plans, goals and service expectations of the position and preferences of the employee. The terms of this agreement must be in writing.
- 9.4 The hours of work may be varied at any time, subject to the agreement of the manager and the Employee. Any variation must be in writing.
- 9.5 Part-time employees are entitled to the same flexible working hours arrangements that apply to full-time employees.
- 9.6 Part-time employees may mutually agree to work additional hours in excess of their contracted ordinary hours, up to 35 hours per week. The part-time employee may choose for these additional hours to be

paid at ordinary rates plus a loading of 4/48ths in lieu of recreation leave, with additional leave entitlements accrued on an hourly basis, or to credit these hours as Accumulated Work Time.

- 9.7. For time worked in excess of the full-time hours, or outside the Bandwidth, payment will be made at the appropriate overtime rate in accordance with clause 18 of this award.

10. Casual employment

- 10.1. Casual employees are engaged and paid on an hourly basis.
- 10.2. Casual employees will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 10.3. Casual employees may work up to 10 consecutive hours each day (exclusive of unpaid meal breaks) at ordinary rates of pay between the bandwidth hours of 6:00am to 10:00pm Monday to Friday.
- 10.4. Rate of Pay
- 10.4.1. The ordinary hourly rate of pay for casual employees is derived by dividing the full-time annual salary of an employee in the same role classification by 52.17857, and dividing this amount by the 35 ordinary weekly hours that apply to a full-time employee in the same role classification.
- 10.4.2. Casual employees will be paid a loading on the appropriate ordinary hourly rate of 15% in addition to their rate of pay, in recognition of the casual nature of employment and to compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.
- 10.4.3. Casual employees are also entitled to receive a 1/12th loading in lieu of annual leave.
- 10.5. Casual employees are not entitled to the conditions in clause 12.
- 10.6. Casual employees will be paid overtime in accordance with clause 18 of this award when directed to work:
- 10.6.1. in excess of 10 consecutive ordinary hours per day (exclusive of unpaid meal breaks) from Monday to Friday; or
- 10.6.2. prior to 6:00am or after 10:00pm Monday to Friday; or
- 10.6.3. on a Saturday, Sunday or Public Holiday.
- 10.7. Leave –
- 10.7.1. Other than provided for in this clause, casual employees are not entitled to any other forms of paid or unpaid leave.
- 10.7.2. Casual employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 10.7.3. Casual employees are entitled to unpaid parental leave under chapter 2, Part 4, Division 1, Section 54 of the *Industrial Relations Act 1996*. The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of the Agency Head to engage or not to engage a casual employee are otherwise not affected.
- 10.7.4. Personal Carers entitlement for casual employees -

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Family Member, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary and notice requirements set out in this subclause.
- (b) The casual employee must notify their manager of their inability to attend work or remain on duty as soon as reasonably practicable, and no later than 24 hours after commencing their absence.
- (c) The Agency Head and casual employee will agree the period of unavailability for work. Where agreement is not reached, the casual employee is entitled to be unavailable for up to 48 hours on each occasion. The casual employee will not be entitled to payment during these periods.
- (d) Where requested by the Agency Head, the casual employee will provide evidence in support of their unavailability for work. This will include a medical certificate or statutory declaration where related to the illness of a Family Member, or a statutory declaration or other evidence acceptable to the Agency Head where related to an emergency. In all circumstances, the evidence must establish that the medical or other unexpected emergency has occurred which resulted in the Family Member requiring the care of the employee.
- (e) In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (f) The Agency Head must not fail to re-engage a casual employee because they have accessed entitlements in this clause. The rights of the Agency Head to engage or not to engage a casual employee are otherwise not affected.

10.7.5. Bereavement entitlements for casual employees –

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a Family Member on production of satisfactory evidence (if required by the Agency Head).
- (b) The casual employee must notify their manager of their inability to attend work or remain on duty as soon as reasonably practicable, and no later than 24 hours after commencing their absence.
- (c) The Agency Head and casual employee will agree the period of unavailability for work. Where agreement is not reached, the casual employee may be unavailable for up to 48 hours on each occasion. The casual employee will not be entitled to payment during these periods.
- (d) The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Agency Head to engage or not engage a casual employee are otherwise not affected.

10.7.6. Leave for Matters arising from Domestic and Family Violence

- (a) Paid domestic and family violence leave provided in clause 22 of this award is not pro-rata for casual employees.

- (b) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, “rostered” means the employer has offered specific hours of work and the casual employee has accepted that offer.

11. Classifications

- 11.1. All Employees assigned to the roles listed in clause 4.1 and 4.2 of this award will be employed in one of the four grades identified in Table 1 of Schedule B.
- 11.2. The applicable grade of any newly created or varied role covered by this award will be determined by evaluating the relevant role description to determine its relative work value points using the Mercer Cullen Egan Dell (CED) job evaluation system, and by referencing the CED work value points applicable to each grade in Table 1 of Schedule B of this award.
- 11.3. Upon commencement of this award, the grade and salary pay points applying to the role classifications listed in clause 4.1 of this award are set out below.

Grade	Salary pay point	Role classification
Grade 4	Pay point 3	Information Analyst
Grade 3	Pay point 1	Procurement Officer Financial Accountant Operations
Grade 2	Pay Point 8	Financial Accountant & IPOS Operations Support Executive Team Assistant Government Relations Officer Records Management Specialist
	Pay point 7	Payroll Officer
	Pay point 6	Financial Accountant
	Pay Point 4	Recruitment Coordinator
	Pay point 2	Coordinator, Government Policy & Heritage
Grade 1	Pay point 6	Recruitment Administrator
	Pay point 6	Graduate Accountant

- 11.4. The grade and salary pay point that will apply to any newly created or varied non-executive role covered by this award will be determined in accordance with clause 15.4 of this award.

SECTION 3 – HOURS OF WORK

12. Hours of Work and Flexible Work Hours Arrangements

- 12.1. Due to the nature of the SOH’s business, all Employees may work a variable pattern and number of hours, which may be of an extended duration or outside normal business hours.
- 12.2. Flexible working arrangements – full-time and part-time employees may work their Contract Hours in accordance with the following flexible working arrangements:

- 12.2.1. Contract Hours may be flexibly worked between 6:00am and 10:00pm Monday to Friday to achieve the agreed work plans and goals of the Employee's role and to accommodate their personal commitments or working hour preferences.
 - 12.2.2. Hours worked prior to 6:00am or after 10:00pm on a weekday (Monday to Friday inclusive) will be paid as overtime in accordance with clause 18 of this Award.
 - 12.2.3. An Employee's Actual Working Hours will be determined by mutual agreement between the Employee and their manager upon commencement in their role.
 - 12.2.4. An Employee's Actual Working Hours may only be varied by mutual agreement in response to changes in operational requirements which may include where there is a change in the Employee's Contract Hours and the personal needs of the Employee.
 - 12.2.5. Flexible working hours arrangements do not apply to casual employees whose working hours will be established in accordance with clause 10 of this award.
- 12.3. Contract hours and settlement period –
- 12.3.1. The contract hours of full-time or part-time employees may be balanced and flexibly worked across the Settlement Period in accordance with the flexible working arrangements in this award.
 - 12.3.2. A full-time employee's Contract Hours in each Settlement Period is 420 hours.
 - 12.3.3. A part-time employee has a prorated amount of Contract Hours calculated on the basis of their weekly contracted hours multiplied by the 12 weeks in the Settlement period.
 - 12.3.4. For an Employee who commences or ceases employment during a Settlement Period, clauses 12.3.1, 12.3.2, 12.3.3, 12.6.3, 12.6.6, 12.7 12.7.1 and 12.7.2 will operate on a pro rata basis for the duration of the settlement period in which they commence or cease employment.
- 12.4. Daily ordinary hours –
- 12.4.1. Full-time and part-time employees may work up to 10 ordinary hours per day (not including unpaid meal breaks) at ordinary rates of pay in accordance with flexible working arrangements in this award.
 - 12.4.2. Hours that are worked in excess of 10 ordinary hours per day will be paid as overtime in accordance with clause 18 of this award.
- 12.5. Meal and lactation breaks - an employee may schedule and take meal and lactation breaks in accordance with clause 14 of this award.
- 12.6. Accumulation of work time and taking of flex leave -
- 12.6.1. All time worked by an Employee during the settlement period, except lunch and meal breaks and paid overtime, will count towards the employee's Accumulated Work Time if the work is available to be performed.
 - 12.6.2. Prior approval is not required to accumulate work time where consistent with the Actual Working Hours agreed in accordance with clause 12.2.3, however these hours must be regularly recorded and monitored by the employee and their manager.
 - 12.6.3. The SOH can approve the accumulation of work time that is not consistent with the agreed Actual Working Hours, before these hours are worked, if work is available to be performed.

- 12.6.4. The SOH can approve the accumulation of work time that is not consistent with the agreed Actual Working Hours after these hours have been worked, if reasonably satisfied that it was not reasonably practical for the Employee to seek approval prior to the working of these hours and work was available to be performed.
- 12.6.5. Where an Employee has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.
- 12.6.6. Full-time employees are entitled to accumulate and take up to 42 hours (6 days) of Flexible Working Hours Credits as flex-leave in each 12 week settlement period.
- 12.6.7. Part-time employees will have a pro-rated entitlement to flex-leave, based on their full-time equivalent contract hours.
- 12.6.8. Managers and Employees will work together to ensure that Employees do not accumulate more than 42 credit hours in a settlement period.
- 12.6.9. Employees will be encouraged to take a minimum of 21 hours (3 days) flex leave within the Settlement Period in which the hours are accumulated.
- 12.7. Carrying forward hours between settlement periods:
 - 12.7.1. At the end of each Settlement Period, a full-time employee is entitled to carry forward:
 - (a) Flexible Working Hours Credit balance of up to 42 hours (6 days); and
 - (b) Flexible Working Hours Debit balance of up to 14 hours (2 days).
 - 12.7.2. Approval may be granted for an Employee to carry forward Flexible Working Hours Credits in excess of the maximum of 42 hours (6 days) where there is satisfactory evidence that exceptional operational circumstances have prevented the Employee from taking sufficient flex-leave to ensure their Flexible Working Hours Credit balance remains within the maximum allowed under clause 12.7.1 this award. Any approval is at the discretion of the authorised delegate having regard to the circumstances and subject to:
 - (a) A work plan being agreed to reduce these hours and avoid their forfeiture at the end of the next settlement period; and
 - (b) The Employee's recreation leave balance not exceeding 30 days.
 - 12.7.3. Any Flexible Working Hours Credits not used or carried forward at the end of the Settlement Period will be forfeited.
- 12.8. Cashing out flex-leave –
 - 12.8.1. Where an Employee gives notice of resignation, retirement or transfer to another government department, the manager and employee during the period of notice will take reasonable steps towards eliminating any accumulated credit or debit hours. It is accepted that some credit or debit may not be addressed.
 - 12.8.2. On resignation or separation from SOH, the notice period may be increased by the number of flex days available to the Employee to ensure accumulated work time is reduced by the last day of duty, subject to agreement by the Employee.

- 12.8.3. Where an Employee has an accumulation of debit hours at the completion of the last day of service, any accumulated recreation leave or monies owing to that employee will be used to offset the debit hours.
- 12.8.4. Reasonable effort must be made to reduce credit hours as there will be no payment for any residual credit hours on the last day of duty.
- 12.8.5. The Agency Head will facilitate the transfer of an Employee's Flexible Working Hours Credits to an agency to which the Employee is transferring if requested by the Employee and accepted by that agency.

12.9. Attendance and notification of absences

- 12.9.1. SOH may vary an Employee's hours of attendance on a one off, short-term or long term basis where an Employee is unable to comply with the Actual Working Hours agreed with their manager in accordance with clause 12.2 of this award due to transport disruptions, urgent personal reasons or community or family reasons. The variation of the Employee's working hours must not adversely impact SOH operations, reduce hours worked, incur additional expense to the SOH, or reduce the employee's lunch break to less than 30 minutes. Any long-term variation to Actual Working Hours must be made in accordance with clause 12.2.4 and must be documented 3. The Union will be consulted as appropriate where these changes impact the hours for the work area.
- 12.9.2. An Employee who is prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may apply to vary their working hours in accordance with clause 12.9.1, agree an alternative working arrangement or take available leave (family and community service leave, flex leave, recreation, extended leave or leave without pay) to cover the period concerned.
- 12.9.3. An Employee is required to notify their manager as soon as possible of any absence from duty that has not previously been authorised. Where a reason for this absence is not provided or is unsatisfactory to the Agency Head, the period of absence may be deducted from the Employee's pay.

12.10. Non-flexible hours of work arrangements

- 12.10.1. SOH may require that an Employee not work flexible working hours in accordance with clause 12.2 of this award and instead work 35 ordinary hours each week between the hours of 7:30am to 6:00pm Monday to Friday in a set and regular pattern as determined by the Agency Head in accordance with the operational requirements of the SOH where:
 - (a) an Employee and their manager have not mutually agreed the Actual Working Hours that the Employee will work in accordance with clause 12.2.3, or
 - (b) SOH directs that the flexible working hours arrangements being worked by the Employee will cease. A direction provided to an Employee under this subclause will require a minimum of 4-weeks' notice and may only occur when SOH determines that a change in the Employee's Actual Working Hours is required to meet its operational requirements; or where the Agency Head determines that the Employee is not observing the terms of clause 12 of this award.
- 12.10.2. An Employee required to work the hours prescribed under clause 12.10.1 will be entitled to the payment of overtime at the applicable rate (or the accrual of leave in lieu of overtime) as set out in clause 18 of this award when directed to perform work before 7:30am, or after

6:00pm Monday to Friday, or outside the normal pattern of hours that they have been directed to work.

- 12.11. The Employees covered by this Award are not shift workers as defined in the Conditions Award. In the future event that the Employees covered by this Award are required by the Agency Head to work shift work, the conditions as set out schedule D that relate to shift work will apply.

13. Recording Hours of Work

Employees are required to observe and record their hours of work which they actually perform in the manner determined from time to time by the Agency Head.

14. Breaks

14.1. Meal Breaks –

- 14.1.1. The scheduling and duration of meal breaks are subject to the operational requirements of the work unit, the needs of the Employee and the approval of the Employee's manager.
- 14.1.2. Any meal breaks taken during an Employee's hours of work do not contribute towards Accumulated Work Time.
- 14.1.3. For work health and safety reasons, a meal break of at least 30 minutes must be taken after no more than 5 hours of continuous work.
- 14.1.4. Unless otherwise varied by agreement, a standard unpaid meal break is 1-hour duration.
- 14.1.5. Where the Employee is not provided with this meal break, they will receive their ordinary rate of pay plus a penalty payment of 100% (or 150% on a public holiday) in lieu of any other applicable penalties from the expiry of the five hour period until an appropriate break is provided.

14.2. Lactation Breaks -

- 14.2.1. SOH will provide an Employee who is a lactating mother with a lactation break in addition to any applicable meal break provided in clause 14.1 for the purposes of breastfeeding, expressing milk or performing any other associated and necessary activity.
- 14.2.2. A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 14.2.3. A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 14.2.4. An Employee and their manager may mutually agree a flexible approach to taking lactation breaks provided that the total lactation break time is not exceeded. The SOH will balance its operational requirements with the lactating needs of the employee.
- 14.2.5. SOH will provide the lactating mother with access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk, which will include other suitable facilities, where practicable, such as refrigeration and a sink. Where this is not practicable, the manager and Employee will attempt to identify reasonable alternative arrangements.
- 14.2.6. 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.

- 14.2.7. 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 flexible working hours scheme set out in clause 12 of this award.

SECTION 4 – SALARIES AND ALLOWANCES

15. Salaries

- 15.1. The salaries in Table 2 - Classifications and Salary Rates in Schedule B – Classification Structure & Rates of Pay set out the salaries which will be paid to Employees covered by this award. The full-time equivalent salary pay points in this table are not an incremental pay scale and employees are not entitled to increments.
- 15.2. SOH will pay an Employee their salary fortnightly by electronic transfer to the employee's nominated bank account.
- 15.3. SOH will reimburse an Employee for any work-related expenses properly and reasonably incurred during the performance of duties.
- 15.4. Where a substantial change is made to the accountabilities, responsibilities, skill and or capability requirements of an existing role (listed in clause 4.1 of this Award), or where a new non-executive role is created that performs the same or substantially equivalent duties as a role listed in clause 4.1 (as provided in clause 4.2 of this Award), the new or amended role will be:
- 15.4.1. evaluated in accordance with NSW public service policy using the Mercer Cullen Egan Dell (CED) job evaluation system to determine its relative work value expressed in points;
- 15.4.2. assigned a role grade as provided in Table 1 (Grade Structure) of Schedule B Classification Structure and Rates of Pay in this award by referencing the work value points that apply at each grade of this table.
- 15.4.3. allocated a specific pay point within the remuneration range of the applicable grade to which the role has been assigned by:
- (a) establishing the indicative pay point based on the position of the evaluated work value points for the role as a percentage of the total work value points available in that range; and
- (b) where relevant, taking into consideration whether another pay point within the applicable remuneration range should more appropriately apply, having regard to such factors as an employee's existing salary, internal pay relativities within a team and across the organisation, budget, other competitive market factors impacting attraction and retention, and any other factor the CEO or their delegate considers relevant.
- 15.5. The salaries in this award will be adjusted in accordance with any variations to the Salaries Award or any new award replacing the Salaries Award.

16. Allowances

- 16.1. Employees will be paid allowances in accordance with the relevant subclauses of this clause, where applicable, and at the rates set out in Schedule C - Allowances and Expenses of this Award. These rates will vary in accordance with the methods and operative dates set out in clause 16.4 Adjustment of Allowances of this award.

16.2. Community Language Allowance Scheme (CLAS)

- 16.2.1. A Community Language Allowance will be paid to qualified employees who:
- (a) have a current National Accreditation Authority for Translators and Interpreters (NAATI) qualification (including accreditation at interpreter level of above, or a NAATI-recognised award), or who have passed an examinations conducted by NAATI on behalf of the Multicultural NSW, and
 - (b) are required by SOH to use their community language skills for the purposes of providing translation to people from Non English Speaking backgrounds (NESB) as an adjunct to their normal duties.
- 16.2.2. The Community Language Allowance will be made at the rate provided for in Item 1 of Schedule C Allowances and Expenses of this award. The allowance will be paid:
- (a) as an allowance in the nature of salary for all purposes;
 - (b) on a pro-rata basis to part-time and casual employees; and
 - (c) only once, regardless of the number of languages actually spoken.
- 16.2.3. This allowance does not apply to employees who are employed in roles where language skills are an integral part of the essential requirements of the role.

16.3. First Aid Allowance

- 16.3.1. An employee who holds a St. John's Ambulance Certificate or equivalent issued within the previous three years and is appointed by the SOH as a First Aid Officer, will be entitled to receive a First Aid Allowance as specified in this award upon presentation of the original certificate to SOH Payroll for verification. The SOH can approve the allowance if it is reasonably satisfied that the Employee holds a valid certificate.
- 16.3.2. Full time employees will receive a fortnightly payment based on the full-time equivalent rate specified in Item 2 of Schedule C Allowances and Expenses of this award. Part-time and casual employees will receive a pro-rata of this amount based on the ordinary hours worked in each fortnight.
- 16.3.3. The First Aid Allowance will not be paid during leave of one week or more.
- 16.3.4. When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, the employee will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 16.3.5. An employee who is appointed as a First Aid Officer may be permitted to attend training during their normal hours of duty to obtain, or renew, a relevant first aid qualification. The cost of this training will be met by the SOH.

16.4. Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

- 16.4.1. Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):

- (a) Travelling Compensation and Meal Expenses on One Day Journeys as provided under clause 24 Travel Arrangements of this Award;
 - (b) Overtime Meal Allowances, for breakfast, lunch and dinner as provided under clause 18.10 of this Award.
- 16.4.2. Allowances payable in terms of clauses listed in this paragraph will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2018) Award or any replacement Award:
- (a) Clause 16.2, Community Language Allowance Scheme (CLAS); and
 - (b) Clause 16.3, First Aid Allowance.

17. Superannuation

- 17.1. SOH will make any compulsory superannuation contributions (as required under relevant legislation) to a complying superannuation fund nominated by an employee.
- 17.2. If an Employee does not nominate a superannuation fund, SOH will pay any such contributions into the SOH's default fund, which is Aware Super.

SECTION 5 – OVERTIME AND PENALTY RATES

18. Overtime

- 18.1. An Employee may be directed by the Agency Head to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- 18.1.1. The Employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - 18.1.2. Any risk to the Employee's health and safety;
 - 18.1.3. The urgency of the work required to be performed during overtime, the impact on the operational commitments of SOH and the effect on client services; or
 - 18.1.4. The notice (if any) given by the Agency Head regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
 - 18.1.5. Any other relevant matter.
- 18.2. Overtime will only be paid when an Employee is directed by the Agency Head to work:
- 18.2.1. before 6:00am or after 10:00pm on a weekday (Monday to Friday inclusive); or
 - 18.2.2. in excess of the maximum 10 ordinary hours (excluding meal breaks) that may be worked in a day; or
 - 18.2.3. on a Saturday, Sunday or Public Holiday;
- with the exception that an Employee who is required not to work flexible working hours in accordance with clause 12.10.1 of this award, will be entitled to the payment of overtime when directed to perform work before 7:30am, or after 6:00pm Monday to Friday, or outside the normal pattern of hours that

- have been prescribed under clause 12.10.1. Overtime will not be paid unless these hours have been directed by the Agency Head.
- 18.3. An employee who is directed to work overtime of more than a quarter of an hour is entitled to a minimum payment of overtime at the applicable rate:
- 18.3.1. Weekdays (Monday to Friday inclusive) for a period of more than a quarter of an hour - minimum payment of one quarter of one hour.
 - 18.3.2. Saturday, Sunday or public holiday - minimum payment of three hours.
- 18.4. Overtime is not payable for time spent travelling.
- 18.5. An Employee who is directed to work overtime will receive the applicable loading for all overtime hours that are directed to be worked in accordance with this clause:
- 18.5.1. Weekdays (Monday to Friday inclusive) - time-and-one-half for the first two hours and double-time thereafter for all overtime hours worked before 6:00am or after 10:00pm;
 - 18.5.2. Saturday - time-and-one-half for the first two hours and double-time thereafter for all overtime hours worked;
 - 18.5.3. Sunday - double-time for all overtime hours worked;
 - 18.5.4. Public Holidays - double-time-and-one-half for all overtime hours worked.
 - 18.5.5. An Employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for Clerk Grade 8 maximum in the Crown Employees (Administration & Clerical Officers) Award, as varied from time to time, will be paid at the rate of Clerk Grade 8 maximum plus \$1.00 for working directed overtime, unless the Agency Head approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 18.6. Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in clause 10.4.2. The loading in lieu of annual leave as set out clause 10.4.3 is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 18.7. A full-time or part-time employee may elect to receive an equivalent grant of recreation leave in lieu of payment for overtime in accordance with clause 18.5, subject to the following requirements.
- 18.7.1. Any election for leave in lieu of payment for overtime must be made before, or as soon as practicable after, the overtime is worked;
 - 18.7.2. The leave in lieu will be calculated at the same rate as would have applied to the payment of overtime in terms of clause 18.
 - 18.7.3. The leave in lieu of payment for overtime must be taken at the SOH's convenience, except where taken to look after a sick family member when the conditions applying to the taking of sick leave to care for a sick family member will apply;
 - 18.7.4. The leave in lieu of payment for overtime will be taken in multiples of a quarter of an hour;
 - 18.7.5. The leave in lieu of payment for overtime is to be taken within three months of the overtime being worked unless additional time is agreed to in writing between the Agency Head and the Employee; and

- 18.7.6. The Employee will be paid the balance of any overtime entitlement not taken as leave in lieu.
- 18.8. SOH may deduct from the total weekly overtime worked by an Employee, any hours that the employee is absent from duty without approval on any day in the week in which the overtime is worked, unless caused by circumstances beyond the Employee's control.
- 18.9. An Employee is entitled to a minimum of 8 consecutive hours off duty between consecutive work days that include one or more periods of directed overtime. An Employee who is directed to resume work before 8 consecutive hours has elapsed will be entitled to receive the applicable overtime rate in clause 18.5 for all hours worked until a minimum 8-hour break from work is provided. The Employee will then be entitled to eight consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- 18.10. Overtime meal breaks and allowances -
- 18.10.1. An Employee who is directed to work overtime on a weekday, Saturday, Sunday or Public Holiday will be entitled to a 30 minute unpaid meal break after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.
- 18.10.2. Subject to clause 18.10.3, except where the SOH has provided an Employee with an adequate meal when taking a meal break in accordance with this clause, an Employee will be paid a meal allowance at the appropriate rate specified in Item 3 of Schedule C Allowances and Expenses of this award with reference to the following meal times.
- | | |
|-----------|------------------------|
| Breakfast | 07:00 – 10:00
hours |
| Lunch | 12:00 – 15:00
hours |
| Dinner | 17:00 – 20:00
hours |
| Supper | 22:00 – 01:00
hours |
- 18.10.3. An overtime meal allowance identified in clause 18.10.2 will be paid to an Employee if the Agency Head is satisfied that the Employee has properly and reasonably incurred expenses to purchase a meal and has taken a minimum 30 minute unpaid meal break before or during the working of overtime.
- 18.10.4. Where the allowance provided in clause 18.10.2 is insufficient to reimburse an Employee for the cost of purchasing a meal, SOH will pay the actual expenses properly and reasonably incurred by the employee upon presentation of receipts substantiating the claim.
- 18.11. Provision of transport or parking expenses –
- 18.11.1. An Employee directed to work overtime in accordance with this clause may, at the Agency Head's discretion, be provided with a cabcharge for their journey between the SOH and their usual place of residence (or alternative location) or be reimbursed the expense of parking in the SOH Car Park.
- 18.11.2. In determining whether to provide transport or reimburse parking expenses under this clause, the Agency Head will consider the reasonable availability of public or alternative transport at the time the employee commences or ceases overtime and whether the use of this transport would place the employee at unreasonable risk.

18.11.3. Any cabcharge issued under this clause will be limited to the employee's journey between SOH and the Employee's usual place of residence or alternative agreed location within the Sydney metropolitan district. Where the Employee's usual place of residence is beyond the Sydney suburban bus or train network, the Agency Head may consider the appropriateness of supplementing the Employee's journey between SOH and the departure station, or the destination station and the employee's home.

18.11.4. Any decision to reimburse parking expenses under this clause will be limited to the full concessional parking rate applicable to employees at the SOH Car Park.

19. Sundays

19.1. A full-time or part-time employee who is directed to work on a Sunday are entitled to either the payment for overtime or leave in lieu of overtime in accordance with clause 18 of this award.

19.2. A casual employee who is directed to work on a Sunday will be entitled to the payment of overtime in accordance with clauses 10.6 and 18.5 of this award.

20. Public Holidays

20.1. Unless directed to attend for duty by their manager, a full-time or part-time employee is entitled to:

20.1.1. be absent from duty without loss of pay on any day which is a gazetted public holiday throughout the State of New South Wales as declared under Part 2 of the Public Holidays Act 2010; and

20.1.2. an additional day between Boxing Day and New Year's Day determined by the Agency Head as a public service holiday.

20.2. A full-time or part-time employee who is directed to work on a public holiday is entitled to either be paid overtime or receive leave in lieu of overtime in accordance with clause 18 of this award.

20.3. A casual employee who is directed to work on a public holiday will be entitled to the payment of overtime in accordance with clauses 10.6 and 18.5 of this Award.

SECTION 6 – LEAVE

21. Leave - General

21.1. Employees must not be absent from duty unless reasonable cause is shown.

21.2. All planned leave must be applied for in advance and will be granted in accordance with the wishes of the Employee subject to the operational requirements of SOH, and in accordance with the leave entitlements in this award.

21.3. Employees taking unplanned leave must notify SOH as soon as reasonably practicable. If an Employee is absent from duty because of illness or other emergency, they must notify or arrange for another person to notify their supervisor as soon as possible and provide the reason for the absence. If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Agency Head will deduct from the pay of the employee the amount equivalent to the period of the absence.

21.4. Where paid and unpaid leave is available to be granted in terms of this award, paid leave will be taken before unpaid leave.

22. Leave Entitlements

22.1. The following leave clauses of the Conditions Award apply to the Employees covered by this Award:

- 22.1.1. Clause 70 - Extended Leave;
- 22.1.2. Clause 71 - Family and Community Service Leave;
- 22.1.3. Clause 72 - Leave Without Pay;
- 22.1.4. Clause 73 - Military Leave;
- 22.1.5. Clause 74 - Observance of Essential Religious Or Cultural Obligations;
- 22.1.6. Clause 75 - Parental Leave;
- 22.1.7. Clause 76 - Purchased Leave;
- 22.1.8. Clause 77 - Recreation Leave;
- 22.1.9. Clause 79 - Sick Leave;
- 22.1.10. Clause 80 - Sick Leave – Requirements for Evidence of Illness;
- 22.1.11. Clause 81 - Sick Leave to Care for a Family Member;
- 22.1.12. Clause 82 - Sick Leave – Workers Compensation;
- 22.1.13. Clause 83 - Sick Leave – Claims Other Than Workers Compensation;
- 22.1.14. Clause 84 - Special Leave; and
- 22.1.15. Clause 84A - Leave for Matters Arising from Domestic Violence.

23. Annual Leave Loading

Clause 78 Annual Leave Loading of the Conditions Award, as amended from time to time, does not apply to Employees covered by this Award as the salary rates provided in Schedule B of this Award are inclusive of annual leave loading.

SECTION 7 – OTHER CONDITIONS

24. Travel Arrangements

The following clauses of the Conditions Award apply to the Employees covered by this award:

- 24.1 Clause 26 – Travelling Compensation
- 24.2 Clause 27 – Excess Travelling Time
- 24.3 Clause 28 – Waiting Time
- 24.4 Clause 29 – Meal Expenses on One-Day Journeys
- 24.5 Clause 30 – Restrictions on Payment of Travelling Allowances

24.6 Clause 31 - Increase Or Reduction in Payment of Travelling Allowances

24.7 Clause 32 – Production of Receipts

24.8 Clause 33 – Travelling Distance

25. Training and Professional Development

The following clauses of the Conditions Award, apply to the Employees covered by this award:

26.1 Clause 85 – Employee Development and Training Activities

26.2 Clause 86 – Study Assistance

SECTION 8 – WORK ENVIRONMENT

26. Consultation

The parties to this award are committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal, as set out in the Consultative Arrangements Policy and Guidelines document, including in relation to the introduction of any technological change.

27. Dispute Settlement Procedures

- 27.1. The following dispute resolution procedure will be implemented to resolve all grievances or disputes that arise in relation to the provisions of this award.
- 27.2. The resolution of grievances and disputes will initially be dealt with as close to the source as possible, before escalation in graduated steps to higher levels of authority within SOH as provided by this procedure.
- 27.3. An Employee must provide written notification to their most immediate line manager of the nature of their dispute or grievance and request a meeting to discuss the matter. Where possible, this notification should state the remedy the employee is seeking to resolve the dispute or grievance.
- 27.4. An Employee may notify their next most immediate line manager, or where appropriate Human Resources, where the dispute or grievance is confidential or particularly sensitive, or if it is impractical for the matter to be discussed with the employee's most immediate line manager.
- 27.5. The manager to whom this notification has been made, or another appropriate employee will convene a meeting within two (2) working days from the date of notification and attempt to resolve the matter.
- 27.6. If the matter remains unresolved, the Employee may request a meeting with the next most immediate line manager or appropriate management representative in order to discuss and resolve the matter, which will be convened within two (2) working days from the date of notification, or as soon as practicable.
- 27.7. If the matter remains unresolved, the Employee may follow the same escalation pathway, subject to the same response timelines, up to and including the referral of the dispute or grievance to the Agency Head for their consideration.
- 27.8. Where a dispute is referred to the Agency Head, the Agency Head will provide a substantive response to the employee and their representatives that identifies the position of the Agency Head.

- 27.9. At any stage of this procedure an employee who is a union member, may request to be represented by the union.
- 27.10. If the matter remains unresolved following the use of these procedures, the Union or SOH may refer the matter to the Commission for assistance in resolving the dispute or grievance.
- 27.11. Unless otherwise agreed between the parties, normal work will continue while the dispute procedure is being observed. Where the matter involves a genuine work health and safety issue, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

28. Anti-discrimination

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.
- 28.4. Nothing in this clause is to be taken to affect:
- 28.4.1. Any conduct or act which is specifically exempted from anti discrimination legislation;
 - 28.4.2. Offering or providing junior rates of pay to persons under 21 years of age;
 - 28.4.3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 28.4.4. A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 28.5. 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.
- 28.6. The Agency Head and Employees may also be subject to Commonwealth anti-discrimination legislation.
- 28.7. 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."

29. Work health and safety

The parties to this Award are committed to improving the work health and safety (WHS) performance of the SOH via a consultative process and assisting SOH and its employees to comply with WHS legislation and standards and lower the risk of workplace accidents and injury. To support these commitments, SOH will:

- 29.1 develop and implement WHS and rehabilitation policies and guidelines for the SOH;
- 29.2 establish and implement WHS consultative arrangements in SOH work premises to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within SOH to achieve these objectives;
- 29.3 identify training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness; and
- 29.4 develop strategies to assist the rehabilitation of injured employees.

30. Union Activities

- 30.1. An Employee appointed by the Union as a union delegate will, after notification to SOH, and to the extent that they are required be released from the performance of their normal duties, will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:
 - 30.1.1. attending meetings with SOH management representatives;
 - 30.1.2. attending disciplinary or grievance meetings that the delegate has been requested to attend by an Association member
 - 30.1.3. giving evidence in court or a similar tribunal on behalf of SOH;
 - 30.1.4. appearing before the Commission as a witness or Union representative;
 - 30.1.5. presenting information about the Union to new employees inducted at SOH; and
 - 30.1.6. distributing official Union publications or authorised material at SOH, provided that SOH is given a minimum of 24 hours' notice (unless otherwise agreed) and distribution time is minimised and occurs at a time convenient to SOH.
- 30.2. The responsibilities of an Employee appointed as a union delegate are to:
 - 30.2.1. provide the Agency Head with proof of their accreditation as an Union delegate;
 - 30.2.2. participate in consultation processes, as appropriate,
 - 30.2.3. follow the dispute settlement procedures in this award,
 - 30.2.4. provide sufficient advance notice to their immediate supervisor of any proposed absence on authorised Union business and account for such time spent on Union business; and
 - 30.2.5. properly and reasonably use all facilities provided by the Agency Head.
- 30.3. The responsibilities for the SOH where time is required for Union activities in accordance with this clause are to:
 - 30.3.1. release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 30.3.2. advise the union delegate of the date of new employee induction sessions with sufficient notice to enable the Union to arrange representation;

- 30.3.3. where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of SOH;
 - 30.3.4. re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies; and
 - 30.3.5. if the time and/or facilities allow for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.
- 30.4. No overtime, leave in lieu, shift penalties or any other additional costs will apply to on-duty activities performed by a union delegate.
- 30.5. All travel and other costs incurred by an Union delegate in carrying out union activities will be paid by the Union, with the exception that reasonable travel and/or accommodation costs incurred by a delegate when attending meetings called by SOH management will be met by SOH on the same conditions as apply under clause 24 Travel Arrangements of this award.
- 30.6. SOH will provide a delegate with reasonable time to prepare and travel to and from meetings with SOH representatives (including disciplinary or grievance meetings); reasonable access to telephone, facsimile, email, internet and meeting room facilities; and reasonable access to an employee noticeboard for the purposes of posting material authorised by the Union.
- 30.7. The Union will:
- 30.7.1. provide written advice to the Agency Head about any Union activity to be undertaken by an accredited delegate and, if requested, provide written confirmation of the delegate's attendance/participation in that activity; and
 - 30.7.2. assist the Agency Head in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly.
- 30.8. The Agency Head will grant special leave with pay for trade union activities subject to the conditions in this clause.
- 30.8.1. Special leave will be granted where a Union delegate performs the following trade union activities:
 - (a) attending annual or biennial conferences of the Union;
 - (b) attending meetings of the Union's executive, committee of management or councils;
 - (c) attending annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - (d) attending meetings called by Unions NSW involving the Association which requires attendance of a delegate;
 - (e) attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
 - (f) giving evidence before an Industrial Tribunal as a witness for the Union; and
 - (g) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 30.1 and 30.8.1 apply.

- 30.8.2. Special leave will be granted where a Union member undertakes a training course conducted by the Union (or organised by a training provider on behalf of the Union) for up to a maximum of 12 days in any two year period.
- 30.8.3. The granting of special leave for the trade union activities is subject to:
- (a) the employee's absence being convenient to SOH's operational requirements;
 - (b) leave being paid at the Employee's ordinary base rate of pay (no overtime, leave in lieu, shift penalties or any other additional costs will apply);
 - (c) all travel and associated expenses being met by the employee or Union;
 - (d) attendance being confirmed in writing by the Union or a nominated training provider; and
 - (e) the Association providing SOH with written notice as soon as the date, time and expected duration of meetings, training or activities are known.
- 30.8.4. SOH will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies.
- 30.9. SOH and the Association may enter into an on-loan arrangement for the following activities and subject to the following conditions:
- 30.9.1. An on-loan arrangement may only apply to full-time or part-time employees who are a member of the Association and engaged in the following activities:
- (a) attending meetings interstate or in NSW of a Federal nature to which the Union member has been nominated or elected by the Union as an Executive member, a member of the Federal Council, or as a member of a vocational or industry committee;
 - (b) briefing counsel on behalf of the Union; and
 - (c) assisting Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association; and
 - (d) taking up of full time duties with the Union if elected to the office of President, General Secretary or to another full time position with the Union.
- 30.9.2. The granting of any on-loan arrangement is at the discretion of the Agency Head and is subject to:
- (a) the operational requirements of SOH's workplace;
 - (b) SOH continuing to pay the Employee whose services are 'on loan' and the Union reimbursing SOH at regular intervals for all employee-related costs including salary and associated on costs, including superannuation.
 - (c) written agreement being reached with SOH prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, its duration and cost reimbursement schedule;
 - (d) the on-loan arrangement being kept to a minimum time required;

- (e) on-loan arrangements being considered as service with SOH for the purpose of accrual of leave; and
 - (f) The Union advising SOH of any leave taken by the employee while they are on loan.
- 30.10. The right of entry provisions are as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*. If requested to do so by management, the Union official will provide proof of identity when visiting the workplace in an official capacity.
- 30.11. SOH will deduct fortnightly union membership fees from the pay of an employee who is a member of the Union provided that the Employee has authorised SOH to make these deductions. It is the responsibility of the employee to advise SOH of the amount to be deducted and to advise of any variation to the amount payable under the Union's rules.

31. Secure employment

- 31.1 SOH will consult with employees of a labour hire business and/or a contract business engaged to perform work that is wholly or partly performed by positions covered by this award about workplace work health and safety consultative arrangements. SOH will provide these employees with procedures to control any identified workplace risks, appropriate work health and safety induction training, safe work method statements and personal protective equipment and/or clothing to support the safe performance of duties.
- 31.2 Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 31.3 Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- 31.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

SCHEDULE A – CLASSIFICATION DESCRIPTIONS

This schedule provides a description of the grade and responsibilities of the roles listed in clause 4.1.

In accordance with clause 4.2 of this award, these descriptions will guide the future award coverage of any newly created non-executive roles that perform the same or substantially equivalent duties as the role classifications listed below.

1. Grade 4

1.1. Information Analyst - is responsible for:

- providing expert professional and strategic advice, recommendations and support to the Information Manager on the development, performance and enhancement of SOH information management systems and online environments and strategies;
- ensuring the management of corporate information aligns with other Technology strategies and initiatives;
- identifying strategic system priorities from the business and user perspective, and integrating information management software with other corporate systems;
- managing or collaborates on the delivery of records and information management projects; and

- planning for, and developing, SOH's capacity to use and adopt new, innovative and continually-improved systems for managing information.

2. Grade 3

2.1. **Procurement Officer** - is responsible for:

- assisting SOH stakeholders to plan, source and manage goods and services procurement arrangements to effectively meet organisational objectives;
- providing administrative support to the organisation's Procurement Review Panel.
- ensuring the development and implementation of procurement policies, procedures, plans, and systems that manage compliance and procurement risks, and align with the NSW Procurement Policy Framework, ICAC guidelines and other applicable NSW Government policies and requirement; and
- providing daily operational support and expert advice to staff including training other IPOS (online procurement system) users; assisting in developing, reporting and monitoring procurement initiatives; co-ordinating online tender, e-procurement portals/processes; centralised procurement administration for selected suppliers; and maintaining procurement records and preparing procurement analysis.

2.2. **Financial Accountant Operations** - is responsible for:

- working proactively to influence and provide expert financial accounting and technical support on balance sheet accounts, cash management, taxation activities and transaction services activities across the business;
- the stewardship of the general ledger including integrity of the ledger framework and data;
- ensuring that appropriate tools, systems, processes and information are robust, available to support decision making and operating effectively; and
- managing the team undertaking accounts receivable, accounts payable, cash handling and management, and fixed assets.

3. Grade 2

3.1. **Financial Accountant & IPOS Operations Support** - is responsible for:

- supporting financial operations by ensuring that information entered into key finance systems is accurate, complete, and timely;
- undertaking regular reconciliations and review;
- upholding SOH policy and procedures;
- working to ensure compliance with relevant NSW Government policy and legislation; and.
- providing specialised financial accounting functions on a rotating basis in cash handling/management, accounts receivable, purchase to pay and fixed asset management.

3.2. **Executive Team Assistant** – is responsible for:

- working as part of a team of assistants providing a range of executive support, research and administrative services to assigned Portfolio Directors and other relevant Senior Executives, including coordinating stakeholder access, diary management; meeting preparation, support and hospitality, drafting and filing of relevant correspondence and documentation, coordinating/providing background information; making travel arrangements; purchases and payments; ad hoc projects and research support;
- providing broader administrative support to key portfolio managers, staff and projects in line with client expectations and capacity; and
- providing support to all senior executives and Executive Office by answering and screening telephone calls and enquiries; managing visitors; maintaining the office environment/equipment;

booking meeting rooms; and developing/maintaining administrative practices, systems and procedures to improve efficiency and service delivery.

3.3. Government Relations Officer - is responsible for:

- providing project management, stakeholder engagement and administrative services to ensure the effective and efficient achievement of departmental objectives;
- supporting the Government Relations Manager with the development and delivery of timely and accurate Government advice and reporting;
- supporting effective advocacy of the Opera House's social, economic and cultural impact on the community; and
- identifying funding opportunities for projects across the organisation.

3.4. Records Management Specialist - is responsible for:

- the implementation and adoption of SOH corporate records policy and management of information across systems;
- ensuring compliance with relevant records, government information, privacy and cyber security and audit requirements directly related to corporate information;
- acting as the organisational point of contact for any records or information related matters;
- overseeing the digital and physical records lifecycle, and preserving assets of corporate and community significance; and
- providing expert service to the SOH business in the use of the records management system and information management needs; including training and supporting key personnel in SOH records management policies and procedures; and conducting corporate research and maintaining archival collections.

3.5. Payroll Officer - is responsible for:

- using the payroll systems to provide administrative and employee-related services to the business in line with service-level agreements, legislative and regulatory compliance requirements;
- delivering the agency's pay run in accordance with relevant legislation, policies and procedures,
- interpreting and applying employment conditions in industrial instrument and public sector employment legislation;
- supporting day-to-day payroll activities and enquiries,
- maintaining accurate staff records (appointments, adjustments, terminations and leave records) and assisting with audit requests;
- Prepare payroll-related financial, statutory and management reports to assess budgetary adherence, meet compliance obligations and month-end close; and
- developing documentation outlining the procedural steps and processes for all role activities and accountabilities.

3.6. Financial Accountant - is responsible for:

- supporting financial operations by ensuring that information entered into key finance systems is accurate, complete, and timely;
- undertaking regular reconciliations and review;
- upholding SOH policy and procedures;
- working to ensure compliance with relevant NSW Government policy and legislation; and
- providing specialised financial accounting functions on a rotating basis in cash handling/management, accounts receivable, accounts payable and fixed asset management.

3.7. Recruitment Coordinator - is responsible for:

- coordinating a range of standard processes to ensure high quality, prompt and efficient service and advice in relation to recruitment, selection and on-boarding activities in accordance with established procedures and the principles of merit based selection;
- often acting as the first point of contact for internal and external stakeholders;
- providing support to the Human Resources Business Partnering team on a range of tasks and projects and is responsible for managing the onboarding process for all new starters, and
- working collaboratively with OD&L Advisor and HR Advisor on the new staff orientation and work experience programs.

3.8. Coordinator, Government Policy & Heritage - is responsible for:

- providing administrative, project coordination and research support to the SOH functions of government relations, heritage, policy, and community/social impact programs and strategies to support the coordination of activities and achievement of objectives
- developing and maintaining administrative practices, systems and procedures;
- providing office administrative assistance; including assisting with the preparation and delivery of meetings, diary management, and travel applications; drafting briefing notes, policy documents, agendas, minutes, and presentations; and processing charity donation requests
- undertaking general research and assisting with ad hoc projects; and
- supporting staff engagement activities for heritage and community programs event and digital activities.

4. Grade 1

4.1. Recruitment Administrator – is responsible for:

- providing administrative support and guidance across the full range of recruitment activities, including organising interviews and assessments, scheduling and coordinating recruitment requirements including background checks, coordinating pre-employment health assessments, preparing offer letters and new starter documentation, conducting reference checks, preparing draft application packages, responding to or coordinating candidate enquiries, and implementing general recruitment campaign administration and tracking processes; and
- providing ancillary administrative support to the broader People and Development team as necessary and in line with capacity

4.2. Graduate Accountant – is an entry-level development role for a recent university graduate accountant that combines of on-the-job training, mentoring and development from skilled finance professionals with study towards a professional accounting qualification. This includes providing professional exposure across the finance team focus areas of financial services, reporting, business analysis and financial planning and modelling.

SCHEDULE B – CLASSIFICATION STRUCTURE AND RATES OF PAY**Table 1 – Grade Structure**

This grading structure applies to the roles listed in clause 4.1 of this Award, and any newly created non-executive roles that perform the same or substantially equivalent duties as these role classifications (as provided for under clause 4.2 of this Award).

Grades	Mercer CED Work Value Points	Pay Point	1.7.23 Per annum 4.00% \$	1.7.24 Per annum 4.00% \$	1.7.25 Per annum 3.00% \$	1.7.26 Per annum 3.00% \$
Grade 4	350 - 483	12	136,249	141,699	145,950	150,328
		11	133,387	138,722	142,884	147,171
		10	131,080	136,323	140,413	144,625
		9	128,773	133,924	137,942	142,080
		8	126,471	131,530	135,476	139,540
		7	124,167	129,134	133,008	136,998
		6	121,860	126,734	130,536	134,453
		5	119,594	124,378	128,109	131,952
		4	117,328	122,021	125,682	129,452
		3	115,057	119,659	123,249	126,947
		2	112,793	117,305	120,824	124,449
		1	110,525	114,946	118,394	121,946
Grade 3	250 - 349	9	109,298	113,670	117,080	120,592
		8	107,124	111,409	114,751	118,194
		7	104,950	109,148	112,422	115,795
		6	102,779	106,890	110,097	113,400
		5	100,653	104,679	107,819	111,054
		4	98,529	102,470	105,544	108,711
		3	96,405	100,261	103,269	106,367
		2	94,278	98,049	100,991	104,020
		1	92,580	96,283	99,172	102,147
Grade 2	174 - 249	9	92,104	95,788	98,662	101,622
		8	89,931	93,528	96,334	99,224
		7	87,756	91,266	94,004	96,824
		6	85,591	89,015	91,685	94,436
		5	83,840	87,194	89,809	92,504
		4	82,092	85,376	87,937	90,575
		3	80,346	83,560	86,067	88,649
		2	78,604	81,748	84,201	86,727
		1	76,860	79,934	82,332	84,802
Grade 1	120 - 173	7	76,273	79,324	81,704	84,155
		6	74,672	77,659	79,989	82,388
		5	73,069	75,992	78,272	80,620

4	71,472	74,331	76,561	78,858
3	69,522	72,303	74,472	76,706
2	67,949	70,667	72,787	74,971
1	66,379	69,034	71,105	73,238

Full-time equivalent salaries (non-incremental)

Table 2 – Classifications and Salary Rates

Classification	Grade and Pay Point	1.7.23 Per annum 4.00% \$	1.7.24 Per annum 4.00% \$	1.7.25 Per annum 3.00% \$	1.7.26 Per annum 3.00% \$
Information Analyst	Grade 4, Pay Point 3	115,057	119,659	123,249	126,947
Procurement Officer	Grade 3, Pay Point 1	92,580	96,283	99,172	102,147
Financial Accountant Operations	Grade 3, Pay Point 1	92,580	96,283	99,172	102,147
Financial Accountant & IPOS Operations Support	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Executive Team Assistant	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Government Relations Officer	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Records Management Specialist	Grade 2, Pay Point 8	89,931	93,528	96,334	99,224
Payroll Officer	Grade 2, Pay Point 7	87,756	91,266	94,004	96,824
Financial Accountant	Grade 2, Pay Point 6	85,591	89,015	91,685	94,436
Recruitment Coordinator	Grade 2, Pay Point 4	82,092	85,376	87,937	90,575
Coordinator Government Policy & Heritage	Grade 2, Pay Point 2	78,604	81,748	84,201	86,727
Recruitment Administrator	Grade 1, Pay Point 6	74,672	77,659	79,989	82,388
Graduate Accountant	Grade 1, Pay Point 6	74,672	77,659	79,989	82,388

SCHEDULE C – ALLOWANCES AND EXPENSES

Item No.	Clause No.	Description	1.7.23 Amount	1.7.24 Amount	1.7.25 Amount	1.7.26 Amount
1	16.2	Community Language Allowance Scheme (<i>Base Level Rate</i>)	\$1,580pa	\$1,643pa	\$1,692pa	\$1,743pa
2	16.3	First Aid Allowance (<i>basic qualification</i>)	\$1,018pa	\$1,059pa	\$1,090pa	\$1,123pa

3	18.10	Overtime Meal allowance			
		Breakfast	\$35.65	\$37.65	\$38.65
		Lunch	\$35.65	\$37.65	\$38.65
		Dinner	\$35.65	\$37.65	\$38.65
		Supper	\$13.30	\$13.80	\$14.10

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent.

SCHEDULE D – APPLICATION OF CONDITIONS AWARD AND SALARY AWARD

The Conditions Award and the Crown Salaries Award do not apply to non-executive public service employees who are employed in Sydney Opera House Trust Staff Agency except as provided for in this schedule.

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

1. The following clauses of the Conditions Award apply to Employees covered by this award as if those clauses were clauses of this award:

<u>Clause</u>	<u>Subject Matter</u>
SECTION 3 - TRAVEL ARRANGEMENTS	
26.	Travelling Compensation
27.	Excess Travelling Time
28.	Waiting Time
29.	Meal Expenses on One-Day Journeys
30.	Restrictions on Payment of Travelling Allowances
31.	Increase or Reduction in Payment of Travelling Allowances
32.	Production of Receipts
33.	Travelling Distance
SECTION 6 - LEAVE	
70.	Extended Leave
71.	Family and Community Service Leave
72.	Leave Without Pay
73.	Military Leave
74.	Observance of Essential Religious or Cultural Obligations
75.	Parental Leave
76.	Purchased Leave
77.	Recreation Leave
79.	Sick Leave
80.	Sick Leave - Requirements for Evidence of Illness
81.	Sick Leave to Care for a Family Member
82.	Sick Leave - Workers Compensation

83.	Sick Leave - Claims Other Than Workers Compensation
84.	Special Leave
84A.	Leave for Matters Arising from Domestic Violence
SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT	
85.	Employee Development and Training Activities
86.	Study Assistance

2. The following clauses of the Conditions Award also apply to the Employees covered by this award as if those clauses were clauses of this award, however, these conditions are not presently enlivened by the work currently performed by any of the Employees:

Clause	Subject Matter
SECTION 4 - ALLOWANCES AND OTHER MATTERS	
36.	Allowance Payable for Use of Private Motor Vehicle
37.	Damage to Private Motor Vehicle Used for Work
41.	Overseas Travel
47.	Compensation for Damage to or Loss of Employee's Personal Property
SECTION 8 - SHIFT WORK AND OVERTIME	
87.	Shift Work
89.	Overtime Worked by Shift Workers
91.	Recall to Duty
92.	On-Call (Stand-By) and On-Call Allowance

3. Nothing in clause 2 of this schedule prevents the payment and/or application of these conditions in the future if the work performed by the Employees enlivens any of the requirements set out in the clauses listed in clause 2. In the event these clauses are enlivened, the allowances will be adjusted in accordance with cl 52 of the Conditions Award.

Crown Employees (Public Sector – Salaries 2022) Award

4. The following clauses of the Salaries Award apply to the Employees covered by this award as if those clauses were clauses of this award:

<u>Clause</u>	<u>Subject Matter</u>
3.	Salaries
4.	Allowances (<i>in respect of the allowances listed in this Award</i>)
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
8.	No Extra Claims
9.	Area, Incidence and Duration

(008)

SERIAL C10189

NSW AMBULANCE PARAMEDICS (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the NSW Ministry of Health

(Case No. 2026/312775)

Before the Honourable Justice I. Taylor, *President*

5 August 2026

ORDER OF RESCISSION

Pursuant to s17 of the Industrial Relations Act 1996 (NSW), The Industrial Relations Commission of New South Wales orders that the NSW Ambulance Paramedics (State) Award 2023, published 19 January 2024 (Vol. 396, IG Pg. 438) as varied, be rescinded on and from 1 July 2026.

The Honourable Justice I. Taylor, *President*

Printed by the authority of the Industrial Registrar.

(008)

SERIAL C10190

NSW AMBULANCE PARAMEDICS (STATE) AWARD 2026

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the NSW Ministry of Health

(Case No. 2026/312775)

Before the Honourable Justice I. Taylor, *President*

5 August 2026

AWARD**1. Title**

This Award shall be known as the "NSW Ambulance Paramedics (State) Award 2026".

2. Arrangement

Clause No.	Subject Matter
------------	----------------

- | | |
|----|-------------|
| 1. | Title |
| 2. | Arrangement |

SECTION 1 - GENERAL

- | | |
|----|------------------------|
| 3. | Object |
| 4. | Definitions |
| 5. | Work Levels |
| 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. | Manager Allowances |
| 13. | Paramedic Allowances |
| 14. | Paramedic Control Centre Staff Allowances |
| 15. | Climatic and Isolation Allowance |
| 16. | Travelling Time and Expenses |
| 17. | Travelling on Cases |
| 18. | Relieving Other Members of Staff |
| 19. | Special Events Coverage |
| 20. | Non-Operational Activity |
| 21. | Salary Sacrifice to Superannuation |
| 22. | Salary Packaging |

SECTION 4 - HOURS OF WORK

- 23. Hours of Duty
- 23A. Flexible working arrangements
- 24. Allocated Day Off
- 25. Roster of Hours
- 26. Employees On Call
- 27. Overtime
- 28. Reasonable Hours
- 29. Time Off in Lieu of Overtime
- 30. Penalty Rates for Shift Work and Weekend Work
- 31. Public Holidays

SECTION 5 - LEAVE ENTITLEMENTS

- 32. Annual Leave
- 33. Annual Leave Loading
- 34. Family and Community Leave and Personal Carers Leave
- 35. Leave for Matters Arising from Family Violence
- 36. Maternity, Adoption and Parental Leave
- 37. Lactation Breaks
- 38. Study Leave
- 39. Trade Union Leave
- 40. Long Service Leave
- 41. Sick Leave

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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

"Ambulance services" includes the following functions -

- (a) to respond rapidly to requests for help in a medical emergency;
- (b) to provide specialised medical skills to maintain life and to reduce pain, suffering and injuries in emergency situations and while moving people requiring those skills;
- (c) to provide specialised transport and retrieval services to move people requiring emergency medical treatment;
- (d) to provide services for which specialised medical, nursing or paramedical skills are required including transport, virtual clinical care and referral services;
- (e) to provide specialised rescue services through accredited rescue units, including aviation and special operations services to operate in hazardous and complex environments;
- (f) to undertake patient transport or other services as required under the Annual Service Agreement required by the Secretary of Health;
- (g) services relating to the work of rendering first aid to, and the transport of, sick and injured persons.

"Control centre functions" means functions relating to call taking, triage, assessment and dispatch and movement of emergency and non-emergency ambulances utilising NSW Ambulance's Computer Aided Dispatch or other related ICT platforms and Telecommunication systems.

"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 a person employed in a classification set out in clause 5 of this Award.

"Officer and/or Control Centre Officer/Paramedic" means an employee 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.

"Registered paramedic" or "registration as a paramedic" means registration in paramedicine by the Paramedicine Board of Australia (or any successor) and who is bound by the requirements set by the Paramedicine Board of Australia from time to time.

"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.

"NSW Ambulance" 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.

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

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

"Work Level" means a work level as set out in clause 5, Work Levels.

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

5. Work Levels

Employees will be classified according to the Work Levels set out below.

Paramedic Work Levels

The Paramedic Work Levels set out in subclauses (a) to (g) below are intended to encompass employees who are, or are training with the employer to be, registered paramedics, other than those appointed to management roles.

(a) Paramedic - Entry Level

- (i) Paramedic - Entry Level means a person employed in or in connection with the provision of ambulance services who is enrolled in an approved traineeship, graduate or internship program (however described) required by the employer.
- (ii) Positions within Paramedic - Entry Level may include (but are not limited to):
 - (1) Trainee Paramedic means an employee who is undertaking the necessary and relevant training and work experience as determined by the employer to become a Paramedic Intern and who is appointed to an approved Trainee Paramedic position.
 - (2) Paramedic Intern means a registered paramedic who is undertaking the necessary and relevant training and work experience as determined by the employer to complete a required internship program and who is appointed to an approved Paramedic Intern position.
 - (3) Paramedic Intern means an employee who has successfully completed the relevant training and work experience as determined by the employer to progress to the second year of the Post Employment Tertiary Pathway program.

(b) Paramedic - Level 1

- (i) Paramedic - Level 1 means a person employed in or in connection with the provision of paramedicine or ambulance services who is a registered paramedic and otherwise meets the requirements of and is appointed to a Paramedic - Level 1 position as determined by the employer.
- (ii) Positions within Paramedic - Level 1 may include (but are not limited to):
 - (1) Paramedic means an employee who is a registered paramedic and has successfully completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic and who is appointed to perform ambulance services.

- (2) VCCC Triage Clinician (Paramedic) - means an employee who is a registered paramedic and has successfully completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic and who is appointed to perform functions within the scope of their training and experience in the Virtual Clinical Care Centre or other virtual care setting.
- (c) Paramedic - Level 2
 - (i) Paramedic - Level 2 means a person who meets the requirements of Paramedic - Level 1 and, in addition, has completed a specialist qualification and/or training and/or acquired specialist experience in an area of specialty as determined by the employer and otherwise meets the requirements of and is appointed to a Paramedic - Level 2 position as determined by the employer.
 - (ii) Positions within Paramedic - Level 2 may include (but are not limited to):
 - (1) Paramedic Specialist means an employee who is a registered paramedic and 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 employer to become a Paramedic Specialist. Paramedic Specialist will include:
 - (A) Intensive Care Paramedic means an employee who is a registered paramedic and who has completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic Specialist - Intensive Care Paramedic and who is appointed to an approved Intensive Care Paramedic position.
 - (B) Extended Care Paramedic means an employee who is a registered paramedic and who has completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic Specialist - Extended Care Paramedic and who is appointed to an approved Extended Care Paramedic position.
 - (2) Triage Clinician (Paramedic Specialist) means an employee who is a registered paramedic and 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 employer to become a Paramedic Specialist and who is appointed to perform functions within the scope of their training and experience in the Virtual Clinical Care Centre or other virtual care settings.
- (d) Paramedic - Level 3
 - (i) Paramedic - Level 3 means a person who meets the requirements of Paramedic - Level 2 and, in addition, is employed in connection with aeromedical operations and otherwise meets the requirements of and is appointed to a Paramedic - Level 3 position as determined by the employer.
 - (ii) Band 1 Positions within Paramedic - Level 3 may include (but are not limited to):
 - (1) Critical Care Paramedic (Aeromedical) means an employee who is a registered paramedic and who has completed the necessary and relevant training and work experience as a Paramedic Specialist as determined by the employer 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.
 - (iii) Band 2 Positions within Paramedic - Level 3 may include (but are not limited to):

- (1) 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 employer. - need to reflect level 1 minimum qualifications.
- (iv) Band 3 Positions within Paramedic - Level 3 may include (but are not limited to):
- (1) 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 Technical Operations Allowance which is set out in Item 1 of Table 2B - Paramedic Allowances of Section 8, Monetary Rates, of this Award.
- (e) Paramedic - Level 4
- (i) Paramedic - Level 4 means a person who is primarily employed in connection with the training or education of other employees and (with the exception of Non-Paramedic Communication Training Officers and Non-Paramedic Communications Educators) meets the requirements of Paramedic – Level 1, and otherwise meets the requirements of and is appointed to a Paramedic - Level 4 position as determined by the employer.
- (ii) Band 1 Positions within Paramedic - Level 4 may include (but are not limited to):
- (1) 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 employer.
- 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 and Paramedics that are consistent with National Competency Standards and NSW Ambulance's policies and procedures.
- (2) Non-Paramedic Communications Training Officer means an employee who has successfully completed the requirements for and is appointed to a Non-Paramedic Communications Training Officer position identified as such by the employer.
- 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 the Communications Education team members.
- This category of employee is responsible for the planning, delivery and evaluation of education and training programs for operational staff, including Emergency Medical Call Takers and Control Centre Officers and other staff within an NSW Ambulance Control Centre that are consistent with National Competency Standards and NSW Ambulance's policies and procedures.
- This category of employee shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

(iii) Band 2 Positions within Paramedic - Level 4 may include (but are not limited to):

- (1) Ambulance Clinical Educator (rank insignia will be in accordance with NSW Ambulance'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 employer.

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 credentialling 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 credentialling to practice shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their credentialling and the reissue of their Mandatory Clinical Professional Development (MCPD).

- (2) 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 employer.

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 Mandatory Clinical Professional Development (MCPD) and maintaining their credentialling.

- (3) Non-Paramedic Communications Educator means an employee who has successfully completed the requirements for and is appointed to a Non-Paramedic Communications Educator position identified as such by the employer.

This category of employee will be principally involved in the Emergency Medical Dispatch theory and education of employees utilising advanced educational and management skills, competency-based education and training programs.

This category of employee will be required to give advice about and be responsible for the development of Emergency Medical Communications 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 category of employee is also required to manage Emergency Medical Communications education courses and programs.

This category of employee shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

- (f) For the avoidance of doubt, employees employed under this Award are eligible to be permanently appointed to perform Control Centre or other functions.

Manager Work Levels

The Manager Work Levels set out in subclauses (g) to (i) below are intended to encompass employees who are registered paramedics and appointed to management roles.

(g) Manager - Level 1

- (i) Manager - Level 1 means an employee who meets the requirements of Paramedic - Level 1 and, in addition, meets the requirements of and is appointed to a Manager - Level 1 position as determined by the employer.
- (ii) Positions within Manager - Level 1 may include (but are not limited to):
- (1) Team Leader 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 employer.
 - (2) VCCC Clinical Team Leader means an employee who has successfully completed the requirements to be a Paramedic and who has successfully completed the requirements for and is appointed to a VCCC Clinical Team Leader position in the Virtual Clinical Care Centre.
 - (3) Clinical Support Paramedic means an employee who has successfully completed the requirements to be a Paramedic and who has successfully completed the requirements for and is appointed to a Clinical Support Paramedic position.

(h) Manager - Level 2

- (i) Manager - Level 2 means an employee who meets the requirements of Paramedic - Level 1 and, in addition, meets the requirements of and is appointed to a Manager - Level 2 position as determined by the employer.
- (ii) Positions within Manager - Level 2 may include (but are not limited to):
- (1) Station Manager means an employee who has successfully completed the requirements as set out for Paramedic - Level 1 and who has successfully completed the requirements for and is appointed to a Station Manager position identified as such by the employer
 - (2) Duty Control Centre Officer - Paramedic means an employee who has successfully completed the requirements as set out for Paramedic - Level 1 and who has successfully completed the requirements for and is appointed to a Duty Control Centre Officer position identified as such by the employer.

(i) Manager - Level 3

- (i) Manager - Level 3 means an employee who meets the requirements of Paramedic - Level 1 and, in addition, meets the requirements of and is appointed to a Manager - Level 3 position as determined by the employer.
- (ii) Positions within Manager - Level 3 may include (but are not limited to):
- (1) District Manager means an employee who has successfully completed the requirements as set out for a Paramedic - Level 1 and who has successfully completed the requirements for

and is appointed to a Duty Operations Manager position identified as such by the employer.

- (2) Senior Control Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic - Level 1 and who has successfully completed the requirements for and is appointed to a Senior Control Centre Officer position identified as such by the employer.

Other matters

- (j) All employees are required to complete such further instruction and/or in-service courses relating to their duties as may be required by the employer from time to time. In addition, all employees for whom it is a requirement of their position to maintain paramedic registration are required to maintain current competency and complete such further instruction, in-service courses and/or other requirements as are necessary to maintain this registration.
- (k) The creation and/ or assignment of a classification to a work level in this Award must be done by genuine consultation between the parties with a mind to achieve agreement. Should agreement not be achieved either party may elect to refer the matter to the Industrial Relations Commission in line with the provisions of clause 47 of this Award. For the avoidance of doubt, in the event a dispute relating to Clause 5 of this award is not resolved in conciliation, the employer bears the onus to prove that the change of classification is required.

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 employer 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 employer 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 employer pursuant to subclause (a) and (b) of this clause shall be consistent with the employer'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 employer by regular vacancy circulars distributed via the employer Intranet.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received, provided that the employer 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 employer'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 will be appointed on probation for a period of 12 months from the date of their appointment or re-appointment to NSW Ambulance. Where an employee has not met the required standards by the end of this period and it is not unreasonably onerous for the employee, but otherwise in the employer's discretion, the employer may extend an employee's probation by a period determined by the employer.
- (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 23, Hours of Duty.
- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is permanently appointed by the employer to work a specified number of hours per week, which are less than the full-time hours prescribed in clause 23, Hours of Duty.
 - (ii) A permanent full-time employee may also work as a temporary part-time employee for an approved specified period of time e.g. 12 months. The parties recognise that temporary 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 be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A - Clinical Staff Wages or Table 1B - Management Staff Wages of Section 8, Monetary Rates, with a minimum payment of two hours for each start.
 - (iv) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 15, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full-time hours.
 - (v) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 24, Allocated Days Off.
 - (vi) 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.
 - (vii) 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.

- (viii) 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.
- (ix) 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, Work Levels.

(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, Work Levels.

(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 offered sufficient hours of work required to maintain credentialling.
- (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, Work Levels, 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, Work Levels.

(h) Secure Employment

Objective of this Clause

The objective of this clause is for the employer 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 employer 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 employer 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 NSW Ambulance 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 employer 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 employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the employer 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 employer, 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 NSW Ambulance.
- (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 employer and employee shall, in accordance with this subclause, and subject to said paragraph (h)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) 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 employer 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 24, 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 23, 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 23, Hours of Duty, shall reimburse the employer 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 29, 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 employer will, 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 - Clinical Staff Wages or Table 1B - Management Staff Wages of 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 employer 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.

(f) Underpayments and overpayments

In the event that an underpayment or overpayment of wages is substantiated, the following process will apply.

(i) Underpayment

- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(ii) Overpayment

- (1) In cases where an employee has been overpaid due to genuine mistake or error, the employer may seek to recover the overpayment. However, this recovery is to be made in a manner that is fair and reasonable, taking into account the circumstances of both the employee and the employer.
- (2) As soon as an overpayment has been identified, the employer will advise the employee in writing of the following:
 - (A) the nature of the overpayment;
 - (B) the amount of the overpayment;
 - (C) how the overpayment occurred and how it constitutes a genuine mistake or error;
 - (D) evidence of the overpayment;
 - (E) a proposed method of recovery;
 - (F) The opportunity for the employee to discuss the matter with the employer;
- (3) Where a suspected overpayment has occurred, it is the obligation of the employer to demonstrate this.
- (4) An employee has the right to request a review and audit of the overpayment from the employer.
- (5) The employer and employee shall discuss and attempt to agree on a reasonable and fair method for recovering the overpayment.
- (6) If the employer and employee cannot agree on a recovery plan, the maximum rate at which overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to no more than 10% of the employee's gross fortnightly base pay.
- (7) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (4) above may be reduced where the employee can demonstrate that undue hardship would result.
- (8) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subparagraph (5) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation, or retirement, as the case may be, unless the overpayment is disputed by the employee.

- (g) 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.

12. Manager Allowances

- (a) The Clinical Specialist Allowance set out in item 1 of Table 2A - Manager Allowances of Section 8, Monetary Rates is to be paid to employees who have obtained the necessary qualifications to hold a Paramedic - Level 2 position and maintain the necessary qualification and credentialling as required by the employer to be a Paramedic - Level 2.

This allowance shall be regarded as part of the salary for all purposes of this Award.

- (b) This clause applies to Manager Work Levels only as defined in clause 5 of this Award. For the avoidance of doubt this clause does not apply to, and is not to be interpreted, in any circumstances, to give rise to an entitlement to any employee employed in any other work level.

13. Paramedic Allowances

- (a) The Technical Specialist Allowance set out in item 1 of Table 2B - Paramedic Allowances of Section 8, Monetary Rates is to be paid to employees who have successfully completed the requirements for and are appointed by the employer to an identified specialist position within a specialty team as determined by the employer, including (but not limited to) identified specialist positions in the Special Casualty Access Team (SCAT), Special Operations Team (SOT), or an accredited Ambulance Rescue Unit.

This allowance shall be regarded as part of the salary for all purposes of this Award.

- (b) Rescue (Standby) Allowance means the allowance paid to an employee who has completed the training required by the Service and may be reasonably required by the employer to be rostered to an accredited Ambulance Rescue Unit.

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

14. Paramedic Control Centre Staff Allowances

- (a) Employees appointed to Paramedic - Entry Level, Paramedic - Level 1, Paramedic - Level 2 positions or any Manager Work Level are to be paid the Control Centre Allowance as set out in item 2 of Table 2C - Paramedic Control Centre Staff Allowances of Section 8, Monetary Rates when undertaking control centre functions.

This allowance shall be regarded as part of the salary for all purposes of this Award.

- (b) Employees appointed to Paramedic - Entry Level, Paramedic - Level 1, Paramedic - Level 2 positions or any Manager Work Level who have completed the training required by the employer and may be reasonably required by the employer to undertake control centre functions are to be paid the control Centre (Standby) Allowance as set out in item 1 of Table 2C - Paramedic Control Centre Staff.

This allowance shall be regarded as part of the salary for all purposes of this Award.

15. 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 1 of Table 2F - Additional 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, 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 asset out in Item 2 of the said Table 2F - Additional 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.

16. Travelling Time and Expenses

- (a) Except where subclause (c) of clause 18, 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 employer's time and the employee's fares and incidental expenses shall be paid by the employer, unless otherwise agreed between the employer 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 employer, 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.

17. 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 2F - Additional Allowances - Allowances of Section 8, Monetary Rates.
 - (i) Where an employee is entitled to one crib break per shift or an unpaid meal break the payment for any crib/meal directed to be taken away from station will be the rate prescribed at Item 4 of Table 2F - Additional 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 5 of Table 2F - Additional Allowances of Section 8, Monetary Rates. The number of crib breaks per shift is prescribed in clause 23, Hours of Duty.
- (d) 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.
- (e) The ten-minute break prescribed by subclause (d) of this clause is not cumulative.
- (f) 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.

18. 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 24, 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 2E - 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 17, Travelling on Cases. When travelling on cases in accordance with clause 17, 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 employer 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 26, Employees On Call.
- (f) The employer 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.

19. 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 employer 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 30, 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.

20. 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 employer 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 Mandatory Clinical Professional Development (MCPD) 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.

21. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in Table 1A - Clinical Staff Wages or Table 1B - Management 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 22, 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.

22. 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

23. Hours of Duty

- (a) 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.
- (b) Officers working a modified roster of 12 hours or 12 hours and 15 minutes shifts will be entitled to twopaid 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.
- (c) 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:
 - (i) an additional payment of one hour at ordinary time rates; and,
 - (ii) when all duties associated with the current case are complete, a paid recovery break of 20 continuous minutes, where no work will be performed by the employee (with the exception of category 1 or category 2 incidents).
- (d) Subclauses (b) and (c) do not apply to officers in the Control Centres, Non-Paramedic Communication Training Officers and Non-Paramedic Communications Educators. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

23A. Flexible working arrangements**A. Preamble**

- (a) The employer and the Union recognise:
 - (i) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - (ii) access to flexible work can support strategies to improve diversity in employment and leadership in the Service;
 - (iii) access to flexible work supports the Service's capability, and can assist in attracting and retaining the employees needed to deliver for the community, including employees located at a wider range of locations;
 - (iv) that flexibility applies to all roles in the Service, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - (v) requests for flexible working arrangements are to be considered on a case-by case basis, with a bias towards approving requests.
- (b) The employer is committed to engaging unions to build a culture that supports flexible working arrangements across the agency at all levels.

B. Requests for flexible working arrangements

- (a) An employee is not entitled to make the request unless the employee has completed at least 12 months of continuous service with the employer immediately before making the request.
- (b) The request must be in writing and set out details of the change sought and of the reasons for the change.

C. Responding to requests for flexible working arrangements

- (a) If, under subclause (B) of this clause, an employee requests an employer for a change in working arrangements relating to circumstances that apply to the employee, the employer must give the employee a written response to the request within 21 days.
- (b) The response must:
 - (i) state that the employer grants the request; or
 - (ii) if, following discussion between the employer and the employee, the employer and the employee agree to a change to the employee's working arrangements that differs from that set out in the request—set out the agreed change; or
 - (iii) subject to subclause (C)(c) of this clause—state that the employer refuses the request and include the matters required by subclause (C)(f) of this clause.
- (c) The employer may refuse the request only if:
 - (i) the employer has:
 - (1) discussed the request with the employee; and
 - (2) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the circumstances mentioned in subclause (C)(a) of this clause; and

- (ii) the employer and the employee have not reached such an agreement; and
 - (iii) the employer has had regard to the consequences of the refusal for the employee; and
 - (iv) the refusal is on reasonable business grounds.
- (d) To avoid doubt, subclause (C)(c)(i)(2) of this clause does not require the employer to agree to a change to the employee's working arrangements if the employer would have reasonable business grounds for refusing a request for the change.
- (e) Without limiting what are reasonable business grounds for the purposes of subclauses (C)(c)(iv) and (C)(d), reasonable business grounds for refusing a request include the following:
 - (i) that the new working arrangements requested would be too costly for the employer;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (iv) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - (v) that the new working arrangements requested would be likely to have a significant negative impact on service provision.
- (f) If the employer refuses the request, the written response under subclause (C)(a) of this clause must:
 - (i) include details of the reasons for the refusal; and
 - (ii) without limiting paragraph (i) of this subclause:
 - (1) set out the employer's particular business grounds for refusing the request; and
 - (2) explain how those grounds apply to the request; and
 - (iii) either:
 - (1) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the circumstances mentioned in subclause (C)(a) of this clause and that the employer would be willing to make; or
 - (2) state that there are no such changes.
- (g) Any dispute about a request for a flexible working arrangement shall be dealt with as far as practicable and with expedition through the dispute settlement procedure at clause 47, Issues Resolution.

24. 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 employer 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 employer and the employee, having regard to the needs of the employer. 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 employer 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 32, 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 31, 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 employer.
- (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.

25. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 23, Hours of Duty, shall be worked according to rosters which shall be exhibited at least four weeks 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) Unless agreed otherwise, an employee will not be rostered night shift prior to the day that annual leave or long service leave commences, provided that such leave is approved prior to roster publication.
- (d) Work will be performed by the most efficient means. To achieve this, the employer 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).
- (e) The parties agree that there will be no forced transfers as a result of the implementation of subclause (d) of this clause.
- (f)
 - (i) There shall be a minimum break of 10 hours between shifts, except in case of an emergency or agreement between the employer 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.
- (g) 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.
- (h) Unless agreed between the employee and the employer, those who are in their final hour of shift (whether ordinary hours shift or overtime shift) will only be assigned to urgent work, specifically identified as the Emergency Response Categories of 1 and 2 and Aeromedical under the NSW Ambulance Response Grid, as varied from time to time. This subclause does not apply to employees who are undertaking control centre functions and/or working in the NSW Ambulance Virtual Clinical Care Centre or any other virtual care setting, Non-Paramedic Communication Training Officers and Non-Paramedic Communications Educators.
- (i) The employer acknowledges that shift swaps improve flexibility for employees, and notes the benefits of flexibility set out at clause 23A(A) Flexible working arrangements.
- (j) In accordance with paragraph (i) of this clause, the employer encourages managers to facilitate shift swaps where operational needs permit, with the following provisos:
 - (i) Where the employer'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 employer.
- (k)
 - (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 employer, 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.
- (l) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (m) 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.
- (n) The employer 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 employer from time to time following consultation.

26. 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 25, 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 employer'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 43, 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 2 of Table 2D - On Call Allowances of Section 8, Monetary Rates, shall apply in the following circumstances:
 - (1) Employees required by the employer 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 employer to be on call; or
 - (3) Employees who are required by the employer 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 1 of Table 2D - On Call Allowances of Section 8, Monetary Rates, shall apply in all other circumstances where an employee is required by the employer 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 43, 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.

27. Overtime

- (a) Subject to clause 26, 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 - Clinical Staff Wages or Table 1B - Management Staff Wages of Section 8, Monetary Rates, and the allowance prescribed by clause 26, Employees On Call, as compensation for time on-call shall be disregarded.
- (c) 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 6 of Table 2F - Additional Allowances of Section 8, Monetary Rates, and shall be paid such allowance after every subsequent four hours of overtime worked.
- (d) 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 (c) of clause 23, Hours of Duty, shall not apply.
- (e) 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.

28. 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 employer that could not be reasonably foreseen;
 - (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.

29. 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 the employer, so that it is conceivable that employees in one unit or location may be permitted to take time off in lieu of overtime but employees working in other locations and settings 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 employer;
- (vii) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the employer 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 employer 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 26, Employees On Call and/or clause 27, Overtime.

30. 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.

31. 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, King'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 (c)(i) and (c)(ii) of clause 32, 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 (c)(iii) of clause 32, 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 - Clinical Staff Wages or Table 1B - Management 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 paragraphs (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 - Clinical Staff Wages or Table 1B - Management 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 employer to be taken in the Christmas New Year period, or other suitable period as agreed between the employer 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

32. Annual Leave

- (a) Annual leave conditions set out in this Award will prevail over those contained in the *Annual Holidays Act 1944* to the extent necessary to resolve any conflict or ambiguity notwithstanding that the *Annual Holidays Act 1944* continues to apply to all employees.
- (b) This clause has been amended to move employees from an annual accrual system, as provided for in the *Annual Holidays Act 1944*, to a progressive accrual system. The provisions of this clause that have been varied from antecedent awards should be interpreted in a way that avoids detriment to employees arising from the move from an annual to progressive accrual method.
- (c) Annual Leave shall accrue 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) - six weeks leave with eight weeks pay. (The leave entitlement in this subclause commenced accrual on 4 February 2002).
- (d) 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.
- (e) It is admitted by the parties that two weeks' pay has been provided to those employees to whom paragraph (c)(iii) 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.
- (f) To the leave prescribed by paragraph (c)(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.
- (g) The employer is in the process of updating its payroll and rostering systems to move from the system of taking leave in periods of three weeks' duration to taking leave in periods of a minimum one weeks' duration. Accordingly, subclause 32(i)(i) below will apply until 1 February 2027.
- (h) On 1 February 2027, subclause 32(i)(i) will cease to have effect and subclause 32(i)(j) will take effect. The employer will take reasonable steps to notify employees affected by this change in advance of the commencement date.
- (i) Noting that the operation of this subclause is subject to paragraph (g) of this clause:
 - (i) 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 employer, an employee may take their annual leave in one period of six weeks' duration or in six periods of one weeks' duration.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph 32(i)(i) of this clause.
 - (iii) 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 employer, 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.
 - (iv) Employees may exchange/split annual leave by mutual arrangements with the approval of NSW Ambulance, provided that such exchange complies with paragraph 32(i)(i) of this clause.
- (j) Noting that the operation of this subclause is subject to paragraph (g) of this clause:
 - (i) Annual leave may be taken in periods of a minimum of one week's duration. Provided that the giving and taking of such leave may be postponed by mutual agreement between the parties. For the avoidance of doubt, this subclause does not prevent the granting of annual leave in a single block.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph 32(j)(i) of this clause.
 - (iii) The employer will work with the employee in scheduling their annual leave. Where the employer is not able to meet the request of the worker, they will support them in scheduling an appropriate alternative date. The employer will not direct the employee to leave until the worker has reached a level of excess leave and a reasonable plan cannot be agreed on.

- (iv) In the circumstances where an employee is directed on leave in accordance with paragraph (j)(iii) above, the employer will provide six months' notice of when the leave will be taken.
- (v) Where an employee has been notified that he or she is rostered to take his or her normal leave at a specified time and that time is thereafter altered by the employer, 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.
- (k) The employee's annual leave entitlements will be paid on a fortnightly basis which coincides with the normal fortnightly pay period.
- (l) 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.
- (m) Credit of time towards an allocated day off duty as prescribed in clause 24, 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 24, 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.

33. 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 (c) of clause 32, 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 employer 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 employer 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.

34. 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 PD2023_045, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

35. Leave for Matters Arising from Domestic and Family Violence

- (a) Definitions

- (i) Domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern behaviour.

- (1) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.

- (2) A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.

- (3) Domestic and family violence behaviours can include, but are not limited to:

- physical and sexual violence
- verbal abuse and threats
- emotional or psychological abuse
- financial abuse
- social and geographical isolation
- stalking and intimidation
- technology facilitated abuse
- threats or actual harm to others, pets and/or property or
- threats to be violent in the above ways

- (b) Leave for Matters arising from Domestic and Family Violence

- (i) The definition of domestic and family violence is in subclause (a) of this clause.
- (ii) Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- (iii) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.

- (iv) Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- (v) Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
 - (1) seeking safe accommodation or establishing safety;
 - (2) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (3) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (4) organising alternative care or education arrangements for their children or person(s) in their care;
 - (5) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - (6) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- (vi) Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise the employer of the need to take domestic and family violence leave as soon as possible.
- (vii) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- (vii) The employer will only require evidence of the occurrence of domestic and family violence in exceptional circumstances and will use its discretion when assessing whether evidence is needed, and if so, what type of evidence.
- (ix) Evidence of the occurrence of domestic and family violence may include:
 - (1) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (2) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (3) a medical certificate;
 - (4) a statutory declaration by the employee experiencing domestic and family violence; or
 - (5) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- (x) Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.
- (xi) The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave. Accordingly:
 - (1) Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.

- (2) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.
 - (xii) The employer must keep personal information about domestic and family violence (including information about support provided by the employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
 - (1) payslips;
 - (2) the employee's personnel file; or
 - (3) rosters.
 - (xiii) Any information regarding an employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee's consent, a relevant senior manager.
 - (xiv) The employer must not take adverse action against an employee because they:
 - (1) have experienced, or are experiencing, domestic and family violence;
 - (2) use the paid domestic and family violence leave provisions; or
 - (3) are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.
 - (xv) The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.
- (c) Leave for employees providing support to people experiencing domestic and family violence
- (i) Employees providing care and support to a member of their family or household experiencing domestic and family violence may access existing leave entitlements if the criteria for taking that leave are otherwise met.
 - (ii) Any evidence required to be provided by an employee to support a claim to access leave in accordance with this subclause should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.

36. 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 employer, but with a minimum of fourteen (14) days' notice in writing; and
 - (ii) otherwise with the consent of the employer, 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 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.
 - (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 service provision.

(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) For the avoidance of doubt, a request under paragraph (a)(iii) of this Part constitutes a request for flexible working arrangements under Clause 23A, Flexible working arrangements.

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.

37. 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.

38. Study Leave

PETP Leave

- (a) An Entry Level Paramedic undertaking an approved paramedicine degree in the Post Employment Tertiary Pathway (PETP) program, (or its successor however described), will be granted 76 hours of PETP leave per year for purposes wholly related to the academic requirements of the PETP program.
- (b) PETP leave will be available for up to 3 years to a maximum accrual of 228 hours. However, an Entry Level Paramedic entitled to PETP who is studying part-time may, with prior approval of the employer, take their PETP leave over a longer period up to the same maximum accrual of 228 hours, with a pro-rata reduction in the number of hours accrued per year.
- (c) The use of PETP is primarily related to the preparation and undertaking of examinations, assessments, and residential programs. Employees should notify the employer as soon as practicable of their preferred dates to access PETP leave once the relevant university has published the dates of assessments etc.
- (d) The approval of PETP leave cannot be unreasonably withheld by the employer.
- (e) The parties agree that there is flexibility in accessing PETP leave due to unforeseen and emerging individual circumstances.
- (f) The parties agree that notice less than four weeks in advance may result in the leave not being approved by the employer due to operational requirements.
- (g) The employer may request evidence in support of a request to access PETP leave.

Study Leave

- (e) Employees shall be granted study leave on such terms and conditions prescribed by the NSW Health Policy Directive PD2023_045, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

39. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the NSW Health Policy Directive PD2023_045, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

40. 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.

41. Sick Leave

- (a) If the employer 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 employer 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 employer, 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 employer, 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 employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where, in the opinion of the employer, 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 employer 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

42. Uniforms

- (a)
- (i) The employer shall provide each new employee with sufficient, suitable and serviceable uniforms.
 - (ii) The employer 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 employer upon condemnation in equivalent numbers.
 - (iv) The employer shall provide any other special clothing which NSW Ambulance 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 employer and shall be returned by the employee upon request by the employer.
- (b) Any request for uniform replacement by the employer 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 7 of Table 2F - Additional Allowances of Section 8, Monetary Rates.

43. 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 26, 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 employer 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 employer 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 2 of Table 2D - On Call 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.

44. Lockers and Showers

- (a) The employer 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 NSW Ambulance 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 employer one of whom is nominated by the Union

45. Union Subscriptions

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

46. 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

47. 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 employer 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 employer 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 employer. 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 employer. 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 employer 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 employer and the Union. Such committee shall have the power to investigate all matters in dispute and report to the employer 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.

48. 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."

49. 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 Ecclestone, 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.

50. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996*, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

51. Area, Incidence and Duration

- (a) This Award rescinds and replaces the NSW Ambulance Paramedics (State) Award 2023 published 19 January 2024 (Vol. 396 IG Pg. 438), and all variations thereof.
- (b) This Award shall apply to all employees (as defined in clause 5 of this Award), excluding those located in the County of Yancowinna, and to the employer in respect of those employees.
- (c) This Award takes effect from 1 July 2026 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 2026.

SECTION 8 - MONETARY RATES

- (a) The parties acknowledge and agree that:
- (i) the increases in wages and other conditions in this Award incorporate all increases in work value and any gains in productivity and/or efficiency since the last work value assessment for employees covered by this Award up until the date of the commencement of this Award (1 July 2023); and
- (ii) the wages and other conditions in this Award reflect the work value of all employees covered by this Award up until the date of commencement of this Award.

Table 1A- Clinical Staff Wages

Movements between all increments within a band of a classification level apply automatically after 12 months. Except employees employed in the position of Advanced Life Support do not automatically progress past Clinical Level 2, Band 1, Increment 1

There is no automatic progression between clinical levels or bands.

Clinical Level	Band	Increment	Classification	Effect from ffppoa 1 July 2025	Effect from ffppoa 1 July 2026
Entry	1	1	Trainee Paramedic	1,396.13	1424.05
		2	Paramedic Intern	1,587.20	1618.94
1	1	1	Paramedic	1,688.68	1722.45
		2	Paramedic	1,739.37	1774.16
		3	Paramedic	1,790.05	1825.85
		4	Paramedic	1,840.72	1877.53
		5	Paramedic	1,891.39	1929.22
		6	Paramedic	1,942.06	1980.90
2	1	1	Paramedic Specialist	2,077.94	2119.50
		2	Paramedic Specialist	2,140.28	2183.09

		3	Paramedic Specialist	2,204.49	2248.58
3	1	1	Critical Care Paramedic (Aeromedical)	2,330.75	2377.37
		2	Critical Care Paramedic (Aeromedical)	2,391.13	2438.95
	2	1	Aeromedical Control Centre Officer	2,530.37	2580.98
	3	1	Critical Care Paramedic (Aeromedical) Team Leader	2,510.75	2560.97
4	1	1	Clinical Training Officer	2,491.25	2541.08
	2	1	Paramedic Educator	2,984.79	3044.49
		2	Paramedic Educator	3,187.25	3251.00

Table 1B - Management Staff Wages

Management Level	Effect from ffppoa 1 July 2025	Effect from ffppoa 1 July 2026
1	2,212.29	2324.23
2	2,296.73	2412.94
3	2,380.92	2501.40

Table 2A - Manager Allowances

Item	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2026
1	12(a)	Specialist Operations Allowance	Weekly	113.70

Table 2B - Paramedic Allowances

Item	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2026
1	13(a)	Technical Operations Allowance	Weekly	64.70
2	13(b)	Rescue (Standby) Allowance	Weekly	22.10

Table 2C - Paramedic Control Centre Staff Allowances

Item	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2026
1	14(a)	Control Centre (Standby)	Weekly	33.70
2	14(b)	Control Centre Allowance (This Allowance is only applicable to staff employed at Clinical Levels 1 and 2, or Management Levels 1-4)	Weekly	132.60

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Table 2D - On Call Allowances

Item	Clause	Allowance Description	Frequency	Rates ffp ^{poa} 1 July 2026
1	26	On Call Allowance (AO) (D)	Daily	31.00
2	26	On Call Allowance (AO) (W)	Weekly	124.40

Table 2E - Living Away From Home Allowance

Item	Clause	Allowance Description	Frequency	Rates ffp ^{poa} 1 July 2026
1	17	Living Away From Home Tier 1 *	Per Day	TBC
2	17	Living Away From Home Tier 2 *	Per Day	TBC

*This is not subject to Award wages increases.

Table 2F - Additional Allowances

Item	Clause	Allowance Description	Frequency	Rates ffp ^{poa} 1 July 2026
1	15	Climatic and Isolation Allowance - Time and Half Zone	Weekly	6.10
2	15	Climatic and Isolation Allowance - Double Zone	Weekly	12.10
3	17	Travelling Meal Allowance**	Each	TBC
4	17	Meal Away from Station**	Each	TBC
5	17(c)(ii)	Crib Away from Station **	Each	TBC
6	27	Overtime Meal Allowance **	Each	TBC
7	42	Laundry**	Weekly	17.50
8	5	Ambulance Studies Certificate Allowance (current recipients only)	Weekly	34.40

** This is not subject to Award wages increases

The Honourable President, Justice I. Taylor

Printed by the authority of the Industrial Registrar.

(1940)

C10191

NSW AMBULANCE CONTROL CENTRE OFFICERS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the NSW Ministry of Health

(Case No. 2026/313788 & 2025/299715)

Before the Honourable Justice I. Taylor, *President*

5 August 2026

VARIATION

1. Of the award published 27 November 2025 (Vol. 398, IG Pg. 983). delete Arrangement and insert in lieu thereof:

Arrangement

Clause No. Subject Matter

1. Definitions
2. Salaries
3. Conditions of Employment
4. Classifications
5. Roster of Hours
6. On Call Rates
7. Anti-Discrimination
8. No Extra Claims
9. Area, Incidence and Duration

PART B

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Delete subclause (i) of clause 3 Conditions of Employment, and insert in lieu thereof:
 - (i). The following awards as varied or replaced from time to time shall apply except in so far as any term of any of those awards are inconsistent with this award:

NSW Ambulance Paramedics (State) Award, as varied or replaced from time to time; except for:
Clause 26(f) - do not apply

In the event of any inconsistency between the above awards, the provisions in this award shall apply.

3. Delete clause 5 Roster of Hours and insert in lieu thereof:

5. Roster of Hours

- (i). The relevant clause of the *NSW Ambulance Paramedics (State) Award* will apply subject to what follows;
- (ii). Officers working a modified roster of shifts 12 hours or more will be entitled to two paid 30 minutes crib breaks unless otherwise agreed between the parties.

- (iii) Officers working shifts of less than 12 hours duration shall have one paid 30 minute crib break unless otherwise agreed between the parties.
- (iv) Where practicable, employees shall not be required to work more than five (5) hours without a crib break when working a shift of 12 hours or more.
- 4. Delete clause 6 and renumber the remaining clauses accordingly.
- 5. Delete the title of clause 6 and insert in lieu thereof:

6. On-Call Rates

- 6. Delete subclause (iv) of clause 7. Anti-Discrimination and insert in lieu thereof:
 - (iv) The provisions of paragraphs (i) and (ii) of this clause shall not apply to resident employees in One- Officer Branch Stations, as defined in subclause (a) of clause 43, Accommodation of the *NSW Ambulance Paramedics (State) Award*.
- 7. Delete clause 8. No Extra Claims and insert in lieu thereof:

Other than as provided for in the Industrial Relations Act 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

- 8. Delete clause 9 No Extra Claims and insert in lieu thereof:

9. Area, Incidence and Duration

- (i). Except as provided by subclause (ii) and (iii) below, this Award as varied takes effect from the date of the variation and shall remain in force for a period of two years from 1 July 2025.
- (ii) In relation to the annual leave, the rate of accrual in accordance with the *NSW Ambulance Paramedics (State) Award* is to apply from 1 July 2025.
- (iii) The salaries and allowances in the third column of Table 1 - Salaries and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the fourth column shall apply from the first full pay period on or after (ffppoa) 1 July 2026.
- (iv) This Award shall rescind and replace *NSW Ambulance Control Centre Officers (State) Award 2024* published 24 January 2025 (397 I.G. 387) and all variations thereof.
- (v) This Award shall apply to employees of the New South Wales Health Service employed within NSW Ambulance in the classifications in clause 4, Classifications, under Section 115(1) of the Health Services Act 1997, or any successors, assignees or transmittes.

9. Delete Part B and insert in lieu thereof:

Part. B

Monetary Rates

Table 1- Salaries

In the period 1 July 2025 to the commencement of the first full pay period on or after 1 July 2025, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2025.

Classification	Increment	Frequency	<u>Ffppoa</u>	<u>Ffppoa</u>
			<u>1-Jul-25</u>	<u>1-Jul-26</u>
				<u>Increase 2%</u>
			<u>\$</u>	<u>\$</u>
Non Paramedic – Entry Level				
Ambulance Control Centre Officer – Non Paramedic – Trainee		Weekly	1,514.48	1544.77
Non Paramedic – Level 1				
Ambulance Control Centre Officer – Non Paramedic	Year 1	Weekly	1,557.42	1588.57
	Year 2	Weekly	1,604.17	1636.25
	Year 3	Weekly	1,650.91	1683.93
	Year 4	Weekly	1,697.64	1731.59
	Year 5	Weekly	1,744.38	1779.27
	Year 6	Weekly	1,791.11	1826.93
Non Paramedic – Level 2				
Duty Control Centre Officer – Non Paramedic		Weekly	2,301.86	2347.90

Table 2 - On Call Allowance

Item	Clause	Allowance Description	Frequency	Ffppoa 01-Jul-2025 \$	Ffppoa 01-Jul-2026 \$
1	26	On Call Allowance (ACC) (D)	Per 24 hours	30.40	31.00
2	26	On Call Allowance (ACC) (W)	Weekly	122.00	124.40

The Honourable Justice I. Taylor, *President*

(1940)

C10192**NSW AMBULANCE CONTROL CENTRE OFFICERS (STATE)
AWARD 2025**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10191	27 August 2026	5 August 2026	400, Part 2	240

AWARD**PART A****Arrangement****Clause No. Subject Matter**

1. Definitions
2. Salaries
3. Conditions of Employment
4. Classifications
5. Roster of Hours
6. On Call Rates
7. Anti-Discrimination
8. No Extra Claims
9. Area, Incidence and Duration

PART B

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

1. Definitions

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

"Union" means the Health Services Union New South Wales.

2. Salaries

Employees shall be paid the salaries as set out in Table 1 - of Part B - Monetary Rates of this Award.

3. Conditions of Employment

- (i) The following awards as varied or replaced from time to time shall apply except in so far as any term of any of those awards are inconsistent with this award:

NSW Ambulance Paramedics (State) Award, as varied or replaced from time to time; except for:

Clause 26(f) - do not apply

In the event of any inconsistency between the above awards, the provisions in this award shall apply.

4. Classifications

Non-Paramedic Work Levels

The Non-Paramedic Work Levels set out in subclauses (i) to (iii) below are intended to encompass Employees who are employed in or in connection with the provision of ambulance services but are not required by the Employer to be, or be in training to become, a registered paramedic.

- (i). Non-Paramedic – Entry Level

- (1). Non-Paramedic – Entry Level means a person employed in or in connection with the provision of ambulance services who is undertaking study and/or training to meet the requirements of a Non- Paramedic – Level 1 and otherwise meets the requirements of and is appointed to a Non-Paramedic – Entry Level position as determined by the Employer.

- (ii). Non-Paramedic – Level 1

- (1). Non-Paramedic – Level 1 means a person employed in or in connection with the provision of ambulance services and is appointed to a Non-Paramedic – Level 1 position as determined by the Employer.
- (2). Positions within Non-Paramedic – Level 1 may include (but are not limited to):
- (A). 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 Employer and has not been credentialed and recognised

as qualified paramedic by the Employer.

(iii) Non-Paramedic – Level 2

- (1.). Non-Paramedic – Level 2 means an employee who meets the requirements of a Non-Paramedic – Level 1 as determined by the Employer and, in addition, meets the requirements of and is appointed to a Non-Paramedic – Level 2 position as determined by the Employer.
- (2). Positions within Non-Paramedic – Level 2 may include (but are not limited to):
 - (A). Duty Control Centre Officer – Non-Paramedic means an employee who has successfully completed the requirements as set out for a Non-Paramedic Level 1 position and who has successfully completed the requirements for and is appointed to a Duty Control Centre Officer position identified as such by the Employer.

5. Roster of Hours

- (i). The relevant clause of the *NSW Ambulance Paramedics (State) Award* will apply subject to what follows;
- (ii). Officers working a modified roster of shifts 12 hours or more will be entitled to two paid 30 minutes crib breaks unless otherwise agreed between the parties.
- (iii). Officers working shifts of less than 12 hours duration shall have one paid 30 minute crib break unless otherwise agreed between the parties.
- (iv). Where practicable, employees shall not be required to work more than five (5) hours without a crib break when working a shift of 12 hours or more.

6. On Call Rates

- (i). This clause is to be read in conjunction with Clause 26, On Call, of the *NSW Ambulance Paramedics (State) Award*, as varied or replaced from time to time
- (ii). The weekly on-call allowance as set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates, shall apply in the following circumstances:
 - (1). Employees required by the Employer 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 Employer to be on call; or
 - (3). Employees who are required by the Employer to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.
- (iii). The daily on-call allowance as set out in Item 2 of Table 2A - Allowances of Section 8, Monetary Rates, shall apply in all other circumstances where an employee is required by the Employer to be on call.
- (iv). The provisions of paragraphs (i) and (ii) of this clause shall not apply to resident employees in

One- Officer Branch Stations, as defined in subclause (a) of clause 43, Accommodation of the *NSW Ambulance Paramedics (State) Award*.

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

7. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) 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 effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a). Any conduct or act which is specifically exempt from anti-discrimination legislation.
 - (b). Offering or providing junior rates to a person under 21 years of age.
 - (c). Any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*.
 - (d). A party to this award from pursuing matters of unlawful discrimination in a State or federal jurisdiction.
- (v) 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’.

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996*, there will be no further

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

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

9. Area, Incidence and Duration

- (i). Except as provided by subclause (ii) and (iii) below, this Award as varied takes effect from the date of the variation and shall remain in force for a period of two years from 1 July 2025.
- (ii). In relation to the annual leave, the rate of accrual in accordance with the *NSW Ambulance Paramedics (State) Award* is to apply from 1 July 2025.
- (iii). The salaries and allowances in the third column of Table 1 - Salaries and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the fourth column shall apply from the first full pay period on or after (ffppoa) 1 July 2026.
- (iv). This Award shall rescind and replace *NSW Ambulance Control Centre Officers (State) Award 2024* published 24 January 2025 (397 I.G. 387) and all variations thereof.
- (v). This Award shall apply to employees of the New South Wales Health Service employed within NSW Ambulance in the classifications in clause 4, Classifications, under Section 115(1) of the *Health Services Act 1997*, or any successors, assignees or transmittes.

PART B**Monetary Rates****Table 1- Salaries**

In the period 1 July 2025 to the commencement of the first full pay period on or after 1 July 2025, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2025.

Classification	Increment	Frequency	<u>Ffppoa</u>	<u>Ffppoa</u>
			<u>1-Jul-25</u>	<u>1-Jul-26</u>
				<u>Increase 2%</u>
			<u>\$</u>	<u>\$</u>
Non Paramedic – Entry Level				
Ambulance Control Centre Officer – Non Paramedic – Trainee		Weekly	1,514.48	1544.77
Non Paramedic – Level 1				
Ambulance Control Centre Officer – Non Paramedic	Year 1	Weekly	1,557.42	1588.57
	Year 2	Weekly	1,604.17	1636.25
	Year 3	Weekly	1,650.91	1683.93
	Year 4	Weekly	1,697.64	1731.59
	Year 5	Weekly	1,744.38	1779.27
	Year 6	Weekly	1,791.11	1826.93
Non Paramedic – Level 2				
Duty Control Centre Officer – Non Paramedic		Weekly	2,301.86	2347.90

Table 2 - On Call Allowance

Item	Clause	Allowance Description	Frequency	Ffppoa 01-Jul-2025 \$	Ffppoa 01-Jul-2026 \$
1	26	On Call Allowance (ACC) (D)	Per 24 hours	30.40	31.00
2	26	On Call Allowance (ACC) (W)	Weekly	122.00	124.40

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(1158)

SERIAL C10141

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) FISHERIES EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Industrial Relations Secretary.

(Case No. 248582 of 2025)

Before the Honourable Justice I. Taylor, *President*
Commissioner O’Sullivan
Commissioner McRobert

7 August 2026

VARIATION

1. Of the award published 9 April 2026 (399 I.G. 498), delete the Arrangement and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Definitions
4.	Salaries
5.	Allowances and Loadings
6.	Hours of Work and Working Hours Arrangements
7.	Anti-Discrimination
8.	Deduction of Union Membership Fees
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Officer Classification - Competency
Standards

2. At clause 3, delete the definition of “Employees” and insert in lieu thereof the following:

"Employees" means and includes all persons employed on an ongoing or temporary basis under the provisions of the *Government Sector Employment Act 2013*, who, on the operative date or during the period of operation of this award, are assigned to a role to perform the duties and roles of the former NSW Fisheries within the Department, except for Fisheries Technicians and Hatcheries Staff.

3. Delete the year “2021” and insert in lieu thereof “2024” in subclause (i) of clause 4, Salaries.
4. Delete clause 5, Allowances and insert in lieu thereof:

5. Allowances and Loadings

- (a) Annual Leave Loading - The 17.5 per cent annual leave loading will be paid to all employees on the first available pay day in December of each year, and be based on the annual leave accrued during the preceding period between 1 December and 30 November.
- (b) Sea Going Allowance - An employee who is absent from his/her port of departure for ten hours or more will be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.
- | | |
|------------|---|
| Clause 26: | Travelling Compensation |
| Clause 27: | Excess Travelling Time |
| Clause 28: | Waiting Time |
| Clause 29: | Meal Expenses on One-Way Journeys |
| Clause 30: | Restrictions on Payment of Travelling Allowances |
| Clause 31: | Increase or Reduction in Payment of Travelling Allowances |
| Clause 32: | Production of Receipts |
| Clause 33: | Travelling Distance |
- (c) Freezer Inspection Allowance - A Fisheries Officer who undertakes an AFMA inspection of freezer hold(s) on a fishing vessel will be paid an allowance - for each inspection for each vessel for each day - as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (d) Regional Dive Coordinator Allowance is paid when an employee is required to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. An assignment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.
- (i) Dive Usage Allowances are paid on the following basis and where multiple depths are dived on a particular day, the dive of the greatest depth will be the rate calculated for that day and no other allowance will apply:
- Dives no greater than 15 metres in depth – Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - Dives greater than 15 metres in depth - Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (e) Offshore Patrol Vessel/Master – Employees who are required by the Department to operate as the Master on an offshore commercial vessel which exceeds 12 metres in length and that requires a Master <24m qualification in accordance with its Survey Certificate and Certificate of Operation will be paid an allowance as set out in Item 5 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon completion of a designated number of vessel running hours as identified in Table 2.
- (f) Offshore Patrol Vessel/ Machine Engine Driver 2 or 3 (MED 2 or 3) – Employees who are required by the Department to operate as the MED 2 or MED 3 on an offshore commercial vessel that requires a MED 2 or MED 3 in accordance with its Survey Certificate and Certificate of Operation, will be paid an allowance as set out in Item 6 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon completion of a designated number of vessel running hours in Table 2.
- (g) Patrol Allowance – Employees who are required by the Department to conduct a patrol which extends overnight and requires them to camp will be paid an allowance as set out in Item 7 of Table 2. The patrol allowance shall be paid between departure from and return to headquarters and shall be payable pro rata for less than a full day.
- (h) Unmanned Aerial Vehicle (UAV) Allowances:

- (i) Line of Sight Operations Allowance – Employees who as part of their duties are required by the Department to undertake ‘visual line of sight’ (VLOS) in accordance with the DPI ReOC, DPI UAV Operations Manual and relevant flight operation and approval system (AVCRM) will be paid an allowance as set out in Item 8 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon the completion of UAV flight hours of VLOS operations or UAV related duty hours identified at Item 8 in Table 2, payable once only each financial year. The requisite hours include all authorised time spent for the employee to maintain their licence.
 - (ii) Other Operations Allowance – Employees, who as part of their duties are required by the Department to undertake non-VLOS, EVLOS or BVLOS operations in accordance with the DPI ReOC, DPI UAV Operations Manual and relevant flight operation and approval system (AVCRM) will be paid an allowance as set out in Item 9 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon the completion of UAV flight hours of RePL NVLOS, EVLOS or BVLOS operations or UAV related duty hours as identified at Item 9 in Table 2, payable once only each financial year. The hours include all authorised time spent for the employee to maintain their licence.
 - (iii) For the purpose of this subclause, “duty hours” includes all time encompassing mission planning, pre-flight checks and procedures, maintenance, post flight checks and procedures.
5. At the end of cl 6, Hours of Work and Working Hours Arrangements, insert the following:
- (c) Additional leave - Fisheries Officers will receive additional leave on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

6. Delete clauses 7 to 12 of the award published 9 April 2026 (399 I.G. 498), with associated renumbering to the subsequent clauses.
7. Delete subclauses (b) to (d) of clause 15, Area, Incidence and Duration, and in lieu thereof insert:
- (b) This Award applies to all Employees as defined in cl 3.
 - (c) The variations to the Award made on 7 August 2026 take effect on and from 1 July 2026.
 - (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.
8. Delete Part B, Monetary Rates and insert in lieu thereof:

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after the date described.

Fisheries Officers - Clause 4(i)(a) 13.7% Salary Loading	Common Salary Point	Base Salary Yearly Rate First Full Pay Period on or after 1.7.2025 (4% increase)	13.7% Loaded Salary Yearly Rate	Base Salary Yearly Rate First Full Pay Period on or after 1.7.2026 (3% increase)	13.7% Loaded Salary Yearly Rate
		\$	\$	\$	
Grade 1 Year 1	52	80,129	91,107	82,533	93,840
Grade 2 Year 1	58	84,659	96,257	87,199	99,145
Year 2	64	89,935	102,256	92,633	105,323
Grade 3 Year 1	64	89,935	102,256	92,633	105,324
Year 2	67	92,700	105,400	95,481	108,562
District Fisheries Officer Year 1	78	103,089	117,212	106,182	120,729
Year 2	85	110,270	125,377	113,578	129,138
Supervising Fisheries Officer Year 1	101	129,464	147,201	133,348	151,617
Year 2	104	133,105	151,340	137,098	155,880

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	FFPP after 1.7.2025 Amount \$	FFPP after 1.7.2026 (3% increase) \$
1	5(c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day	30.00 for each inspection, for each vessel, for each day
2	5(d)	Regional Dive Coordinator	\$2,568 p.a.	\$2,645 p.a.
3	5(d)(i)I	Dive Usage Allowance (no greater than 15 metres in depth)	N/A	\$46.35 per day
4	5(d)(i)II	Dive Usage Allowance (greater than 15 metres depth)	N/A	\$5.70 per metre of diving
5	5(e)	Offshore Patrol Vessel / Master <24m	N/A	\$2,884 p.a. on completion 30-49 hours sea time within a given financial year. \$3,605 p.a. upon completion of 50 or more hours sea time within a given financial year.
6	5(f)	Offshore Patrol Vessel / Machine Engine Driver 2 or 3	N/A	\$1,545 p.a. on completion of 30-49 hours sea time within a given financial year. \$2,060 p.a. on completion of 50 or more hours sea time within a given financial year.
7	5(g)	Patrol Allowance	N/A	70% of the "Other Country Centres" rate defined by Table 1 – Allowances of Part B Monetary Rates of the <i>Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009</i>

	5(h)	UAV Allowances		
8	5(h)(i)	UAV Allowance – VLOS	N/A	\$1,030, payable once per financial year, on completing either 20 hours of VLOS UAV flight time, or 50 hours of duty time, whichever comes first.
9	5(h)(ii)	UAV Allowance – EVLOS / NVLOS / BVLOS	N/A	\$1,545, payable once per financial year, on completing either 20 hours of EVLOS, NVLOS or BVLOS UAV flight time, or 50 hours of duty time, whichever comes first.
10	6(b)	Fisheries Officer - meal allowance where the second break is taken	\$32.50	As increased in accordance with the Conditions Award

9. This variation will take effect on and from 1 July 2026.

The Honourable Justice I. TAYLOR, *President*
D. O’SULLIVAN, *Commissioner*
A. McROBERT, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1158)

SERIAL C10142

CROWN EMPLOYEES (DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT NSW) FISHERIES EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Award Reprint

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under cl 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at date of publication.

M. WELCH , *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10124	9 April 2026	18 February 2026	399	498
C10141	27 August 2026	n/a	400; Part 2	249

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Definitions
4.	Salaries
5.	Allowances and Loadings
6.	Hours of Work and Working Hours Arrangements
7.	Anti-Discrimination
8.	Deduction of Union Membership Fees
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Officer Classification - Competency Standards

PART A

1. Title

This Award will be known as the Crown Employees (Department of Primary Industries and Regional Development) Fisheries Employees Award.

2. Parties to the Award

This Award is binding upon the Industrial Relations Secretary and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Definitions

"AFMA" means the Australian Fisheries Management Authority.

"Association" or "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Department" means the Department of Primary Industries and Regional Development as established under Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.

"Employees" means and includes all persons employed on an ongoing or temporary basis under the provisions of the *Government Sector Employment Act 2013*, who, on the operative date or during the period of operation of this award, are assigned to a role to perform the duties and roles of the former NSW Fisheries within the Department, except for Fisheries Technicians and Hatcheries Staff.

"Employer" means the Industrial Relations Secretary, or as otherwise defined in s 49(1) of the *Government Sector Employment Act 2013*.

"FFPP" means the first full pay period.

"Secretary" means the Secretary of the Department of Primary Industries and Regional Development established under the *Government Sector Employment Act 2013*.

4. Salaries

- (i) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2024) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Part B, Monetary Rates, Table 1 and Table 2, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2024) Award or any award replacing it.

- (a) Loading for Fisheries Officers -

- (1) Due to the range of times that Fisheries Officers may be required to work a salary loading of 13.7 per cent will apply to all roles

- (2) The loading is based on the following formula for a shift of 7.6 hours:

eight shifts every four weeks starting or finishing outside 7.30 am and 6.00 pm Mondays to Fridays;

one Saturday shift every four weeks between 7.30am to 6.00pm;

one Sunday shift every four weeks between 7.30am to 6.00pm;
ten shifts every four weeks between 7.30am and 6.00pm;

one shift on five public holidays every year between 7.30am and 6.00pm.

- (3) Therefore, the loading is calculated on the following formula:

Additional loading
every week

Penalty equivalent in relation to 2 shifts each week other than day shifts of 7.6 hours @ 15 per cent extra based on 46 weeks on duty each year:

$$\frac{2 \times 7.6 \times 0.15 \times 46}{52} = 2.0 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours on one Saturday (50 per cent extra) and one Sunday (75 per cent extra) each 4 weeks:

$$\frac{3.8 + 5.7 \times 46 \div 52}{4} = 2.1 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours worked on 5 public holidays each year (150 per cent) extra:

$$\frac{7.6 \times 5 \times 1.5 \div 52}{1} = 1.1 \text{ hours}$$

5.2 hours

In order to load the base salary by 5.2 hours an addition of 13.7 per cent is required:

$$\frac{5.2 + 13.7}{38} \text{ per cent}$$

5. Allowances and Loadings

- (a) Annual Leave Loading - The 17.5 per cent annual leave loading will be paid to all employees on the first available pay day in December of each year, and be based on the annual leave accrued during the preceding period between 1 December and 30 November.
- (b) Sea Going Allowance - An employee who is absent from his/her port of departure for ten hours or more will be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.
- | | |
|------------|---|
| Clause 26: | Travelling Compensation |
| Clause 27: | Excess Travelling Time |
| Clause 28: | Waiting Time |
| Clause 29: | Meal Expenses on One-Way Journeys |
| Clause 30: | Restrictions on Payment of Travelling Allowances |
| Clause 31: | Increase or Reduction in Payment of Travelling Allowances |
| Clause 32: | Production of Receipts |
| Clause 33: | Travelling Distance |
- (c) Freezer Inspection Allowance - A Fisheries Officer who undertakes an AFMA inspection of freezer hold(s) on a fishing vessel will be paid an allowance - for each inspection for each vessel for each day - as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (d) Regional Dive Coordinator Allowance is paid when an employee is required to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. An assignment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.

- (i) Dive Usage Allowances are paid on the following basis and where multiple depths are dived on a particular day, the dive of the greatest depth will be the rate calculated for that day and no other allowance will apply:
 - I Dives no greater than 15 metres in depth – Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - II Dives greater than 15 metres in depth - Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (e) Offshore Patrol Vessel/Master – Employees who are required by the Department to operate as the Master on an offshore commercial vessel which exceeds 12 metres in length and that requires a Master <24m qualification in accordance with its Survey Certificate and Certificate of Operation will be paid an allowance as set out in Item 5 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon completion of a designated number of vessel running hours as identified in Table 2.
- (f) Offshore Patrol Vessel/ Machine Engine Driver 2 or 3 (MED 2 or 3) – Employees who are required by the Department to operate as the MED 2 or MED 3 on an offshore commercial vessel that requires a MED 2 or MED 3 in accordance with its Survey Certificate and Certificate of Operation, will be paid an allowance as set out in Item 6 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon completion of a designated number of vessel running hours in Table 2.
- (g) Patrol Allowance – Employees who are required by the Department to conduct a patrol which extends overnight and requires them to camp will be paid an allowance as set out in Item 7 of Table 2. The patrol allowance shall be paid between departure from and return to headquarters and shall be payable pro rata for less than a full day.
- (h) Unmanned Aerial Vehicle (UAV) Allowances:
 - (i) Line of Sight Operations Allowance – Employees who as part of their duties are required by the Department to undertake ‘visual line of sight’ (VLOS) in accordance with the DPI ReOC, DPI UAV Operations Manual and relevant flight operation and approval system (AVCRM) will be paid an allowance as set out in Item 8 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon the completion of UAV flight hours of VLOS operations or UAV related duty hours identified at Item 8 in Table 2, payable once only each financial year. The requisite hours include all authorised time spent for the employee to maintain their licence.
 - (ii) Other Operations Allowance – Employees, who as part of their duties are required by the Department to undertake non-VLOS, extended visual line of sight (EVLOS) or beyond visual line of sight (BVLOS) operations in accordance with the DPI ReOC, DPI UAV Operations Manual and relevant flight operation and approval system (AVCRM) will be paid an allowance as set out in Item 9 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates upon the completion of UAV flight hours of RePL NVLOS, EVLOS or BVLOS operations or UAV related duty hours as identified at Item 9 in Table 2, payable once only each financial year. The hours include all authorised time spent for the employee to maintain their licence.
 - (iii) For the purpose of this subclause, “duty hours” includes all time encompassing mission planning, pre-flight checks and procedures, maintenance, post flight checks and procedures.

6. Hours of Work and Working Hours Arrangements

- (a) Flexible Work Hours - The provisions of this clause are available to all employees other than Fisheries Officers, and employees covered by Senior Executive arrangements.

- (i) General - A flexible approach to hours of work will be adopted in relation to working hours and working arrangements within the parameters of the business needs of the Department

A flexible working hour's system is established whereby individual employees may select their starting and finishing times, subject to the business needs of the Department. The system has been developed on the understanding that service delivery standards are maintained at all times. It is expected that employees and managers of work units will actively participate in the development and implementation of mutually acceptable working arrangements that recognise the obligations and responsibilities of each. An objective of these arrangements is to provide for better time management within the Department and to preclude the excessive accruals and/or forfeiture of hours.

The following provisions replace in full arrangements established under clause 21, Flexible Working Hours, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

- (ii) Hours Worked - An employee may only accumulate credit hours in excess of the minimum daily contract hours where work is available and it is convenient to the Department for the employee to work.

Nothing in this award will prevent the Secretary from reverting to standard ordinary working hours where it is evident that an employee is not observing the conditions of this clause and any associated administrative instructions or not maintaining a satisfactory level of conduct or performance of duty.

Standard hours are 8.30am to 4.30pm Monday to Friday with a one hour lunch break.

- (iii) Bandwidth - Bandwidth is the period during the day when an employee may record time worked and shall be from 7.30am to 6.00pm Monday to Friday.

Time may be credited to an employee for work undertaken outside the bandwidth if prior approval is obtained.

By mutual agreement, the Secretary may vary the bandwidth period for an individual employee on either a permanent or temporary basis.

Where an employee, by mutual agreement, works outside the bandwidth period to meet specific work requirements, then hours worked outside the bandwidth will be credited at time and a half and meal allowances, if appropriate, will be paid. The provisions of the Shift Work and Overtime clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced continue to apply when employees are directed to work outside the bandwidth times.

An employee may refuse to work additional hours or overtime in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:

1. the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
2. any risk to employee health and safety,

3. the urgency of the work required to be performed during additional hours or overtime, the impact on the operational commitments of the organisation and the effect on client services,
4. the notice (if any) given by the Secretary regarding the working of the overtime or additional hours, and by the employee of their intention to refuse the working of additional hours, or
5. any other relevant matter.

- (iv) Coretime - Coretime will generally be between 9.30 am and 3.30 pm and all employees are required to be on duty, unless on authorised leave.

The luncheon period is not part of core time.

By mutual agreement, the Secretary may vary the core time period for an individual employee on either a permanent or temporary basis.

- (v) Luncheon Period and Meal Breaks - An employee is entitled to take a luncheon period of one hour between 11.30am and 2.30pm.

By mutual agreement, the Secretary may vary the luncheon period for an individual employee on either a permanent or temporary basis.

An employee may extend the luncheon period to a maximum of two and a half hours, but only with prior approval. Such an extension must not prevent the proper functioning of the Department or the specific work area to which the employee is attached.

An employee may reduce the luncheon break on the basis that a minimum of thirty minutes is taken.

An employee will not be required to be on duty without a luncheon break for more than five hours from the time of commencement.

- (vi) Contract Hours - The daily contract hours for an employee are the weekly hours divided by five.

Contract hours for a settlement period are the normal weekly hours multiplied by four.

When leave for part of a day is involved, the amount of leave to be applied for is to be determined by subtracting the hours worked on that day from the daily contract hours.

- (vii) Accumulation and Carry Over of Hours - An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit hours carried forward does not exceed 35 hours and debit hours does not exceed 10 hours.

Where an employee's accumulation of credit hours at the end of a settlement period exceeds 35 hours, the excess hours will be forfeited.

The Secretary will make every effort to ensure that an employee does not forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexible hours or flexi leave being refused.

Where an employee's accumulation of debit hours at the end of a settlement period exceeds 10 hours, the excess hours accumulated will be debited against the employee's accrued recreation leave or, should the employee have no such leave available, will be taken as leave without pay.

For the purpose of determining whether an employee has accumulated credit or debit hours during a settlement period, the employee will be deemed to have notionally worked the daily

contract hours or the appropriate portion thereof on a day, or part of a day, upon which the employee was absent on approved leave, not being flexi leave.

- (viii) Flexi leave - An employee may apply to take a maximum of five days flexi leave within each settlement period. Leave may be taken in multiples of a quarter of a day.

An employee must obtain approval prior to proceeding on flexi leave.

It is not necessary for an employee to have a credit balance when taking flexi leave.

Flexi leave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.

- (ix) Commencement or Cessation of Duty During Core time - Where an employee consistently commences duty after the commencement of core time, including resumption after the luncheon period, and provides no reasonable excuse the employee must apply for the appropriate amount of leave without pay, or recreation leave if approved by the Secretary, in multiples of a quarter of a day.

Where an employee ceases duty prior to the cessation of core time without prior approval, the total period from the cessation time to the normal business cessation time will be classified as leave without pay.

- (x) Travelling on Official Business - Any travel on official business during bandwidth times will be treated as time worked for the purposes of this clause.

Employees will be compensated for travelling time outside the bandwidth hours in accordance with the travelling compensation provisions as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

- (xi) Termination of Service - Where an employee has an accumulation of debit hours at the completion of the last day of service, the recreation leave or monies owing to that employee will be adjusted accordingly.

An employee may receive compensation for accumulated credit hours outstanding as at the last day of service where an employee's services are terminated without notice for reasons other than misconduct, and where an application for a period of flexi-leave which would have eliminated the accumulated credit hours was made during the period of notice of retirement or resignation and was refused.

- (b) Fisheries Officers - For the purpose of this Award, working arrangements of Fisheries Officers will be 152 hours undertaken across any 20 days for each 28 calendar day period and will be undertaken at times to meet the specific service needs of the Department.

By mutual agreement with a supervisor, a Fisheries Officer may accumulate an additional 15.2 hours each four weeks which may be carried forward to reduce the number of hours worked in the following four week period but must be taken during bandwidth hours (7.30am to 6.00pm) Monday to Friday. Any accumulated hours not taken during the next four week period will be forfeited.

Fisheries Officers must submit a work program to their respective supervisor in advance for approval. Such programs are to cover the next two weeks work period or any period required by the Secretary.

Work programs may be amended at any time by mutual agreement or within the following:

Day Shifts Only - Programmed hours may be amended by a supervisor with 24 hours' notice, as long as new hours fall within the 7.30 am to 6.00 pm bandwidth on the same day. The new hours will be no longer than the hours originally scheduled to be performed on that day.

Night/Weekend/Public Holiday Shifts Only - For un-programmed starts that commence within one hour of programmed starting times the shift will commence early and not attract any overtime or penalty provisions because of the early start.

For un-programmed starts that commence more than one hour before a programmed starting time, the period between the actual starting time and the programmed starting time, or the ceasing of the un-programmed duty (whichever is the earliest), will attract overtime provisions. In such cases, the Fisheries Officer will be required to work their programmed shift or take time in lieu from his/her overtime entitlements.

Programmed Days Off - Where a Fisheries Officer is directed to undertake work on a programmed day off all hours worked on that day will attract overtime provisions.

Inland Weekend Work - A Fisheries Officer stationed in an inland location can be directed to work a maximum of two complete weekends each four week period totalling not more than 12 Saturdays and 12 Sundays on a yearly basis.

A Fisheries Officer can be directed to work a maximum of two ten-hour shifts in the field each four week period. A Fisheries Officer can only be directed to work on a maximum of 20 days of each 28-day period. This can be exceeded by mutual agreement. By mutual agreement, work programs may include split shifts.

Where a Fisheries Officer is directed to work a ten-hour continuous shift, two unpaid meal breaks must be taken during the shift. The second meal break will attract a meal allowance as set out in Item 10 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The meal allowance is set in accordance with the Overtime Meal Allowances for breakfast, lunch and dinner in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

Should a Fisheries Officer be required to work a period longer than 14 consecutive hours, then that employee will take a ten hour break before commencing work. If a break occurs during, or overlaps, the next programmed hours of duty - those hours of duty will still be credited. There will be a minimum eight-hour break between directed shifts.

Any shift performed on a weekend outside the 7.30am to 6.00pm bandwidth times contributes towards a weekend duty and an out of hour's duty. Only one out of hours and one weekend shift may be credited for each shift during weekend duty.

- (c) Additional leave - Fisheries Officers will receive additional leave on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

7. Anti-Discrimination

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, transgender identity, marital or domestic status, disability, responsibilities as a carer, homosexuality, HIV/AIDS infected or age.

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.

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.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
- (d) 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.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (2) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

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

8. Deduction of Union Membership Fees

- (a) The union will provide the Department with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (b) The union will advise the Department 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 will be provided to the employer at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Department will deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the Department to make such deductions.
- (d) Monies so deducted from the employee's pay will be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the employer and the union, all union membership fees will be deducted on a fortnightly basis.

- (f) 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 will be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

9. Area, Incidence and Duration

- (a) The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act* 2013, the *Government Sector Employment Regulation* 2014, *Government Sector Employment (General) Rules* 2014, and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award* 2009 and *Crown Employees (Public Sector - Salaries 2023) Award* or any awards replacing these awards.
- (b) This Award applies to all Employees as defined in cl 3.
- (c) The variations to the Award made on 7 August 2026 take effect on and from 1 July 2026.
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after the date described.

Fisheries Officers - Clause 4(i)(a) 13.7% Salary Loading	Common Salary Point	Base Salary Yearly Rate First Full Pay Period on or after 1.7.2025 (4% increase)	13.7% Loaded Salary Yearly Rate	Base Salary Yearly Rate First Full Pay Period on or after 1.7.2026 (3% increase)	13.7% Loaded Salary Yearly Rate
		\$	\$	\$	
Grade 1 Year 1	52	80,129	91,107	82,533	93,840
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Grade 3 Year 1	64	89,935	102,256	92,633	105,324
Year 2	67	92,700	105,400	95,481	108,562
District Fisheries Officer Year 1	78	103,089	117,212	106,182	120,729
Year 2	85	110,270	125,377	113,578	129,138
Supervising Fisheries Officer Year 1	101	129,464	147,201	133,348	151,617
Year 2	104	133,105	151,340	137,098	155,880

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	FFPP after 1.7.2025 Amount \$	FFPP after 1.7.2026 (3% increase) \$
1	5(c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day	30.00 for each inspection, for each vessel, for each day
2	5(d)	Regional Dive Coordinator	\$2,568 p.a.	\$2,645 p.a.
3	5(d)(i)I	Dive Usage Allowance (no greater than 15 metres in depth)	N/A	\$46.35 per day

4	5(d)(i)II	Dive Usage Allowance (greater than 15 metres depth)	N/A	\$5.70 per metre of diving
5	5(e)	Offshore Patrol Vessel / Master <24m	N/A	\$2,884 p.a. on completion 30-49 hours sea time within a given financial year. \$3,605 p.a. upon completion of 50 or more hours sea time within a given financial year.
6	5(f)	Offshore Patrol Vessel / Machine Engine Driver 2 or 3	N/A	\$1,545 p.a. on completion of 30-49 hours sea time within a given financial year. \$2,060 p.a. on completion of 50 or more hours sea time within a given financial year.
7	5(g)	Patrol Allowance	N/A	70% of the “Other Country Centres” rate defined by Table 1 – Allowances of Part B Monetary Rates of the <i>Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009</i>
	5(h)	UAV Allowances		
8	5(h)(i)	UAV Allowance – VLOS	N/A	\$1,030, payable once per financial year, on completing either 20 hours of VLOS UAV flight time, or 50 hours of duty time, whichever comes first.
9	5(h)(ii)	UAV Allowance – EVLOS / NVLOS / BVLOS	N/A	\$1,545, payable once per financial year, on completing either 20 hours of EVLOS, NVLOS or BVLOS UAV flight time, or 50 hours of duty time, whichever comes first.
10	6(b)	Fisheries Officer - meal allowance where the second break is taken	\$32.50	As increased in accordance with the Conditions Award.

ATTACHMENT A

Fisheries Officers Classification - Competency Standards

Fisheries Officer Classification - This award establishes a new structure for the Fisheries Officer Classification.

Details of competency standards and general role responsibilities are outlined below.

Essential prior to recruitment -

- Drivers Licence
- Colour vision
- Swimming ability (200m)
- Medical fitness exam
- Boat Licence
- HSC or Equivalent

Fisheries Officer Grade 1 (Trainee) -

- To complete induction/orientation
- Computer/keyboard skills
- Environmental awareness
- Pass exams
- 12 months satisfactory service
- Marine survival/sea safety*
- Senior First Aid Certificate
- Baton and handcuffing
- Basic communication skills*

*Ongoing every two years

General responsibilities -

- Requires specified qualifications or previous skills or experience, and
- Performs basic tasks and operates equipment for which limited training is required.
- Exercises no individual judgement in following directions.
- Works under direct supervision

Fisheries Officer Grade 2 -

Pre-requisite - Satisfies requirements for Fisheries Officer Grade 1.

First Year -

- Intermediate communication skills

Second Year -

- Investigation methods
- Conflict resolution
- Supervision skills
- Accounting procedures
- Media skills
- Commonwealth Legislation

General responsibilities -

Requires accredited training and special licences, and adequate experience and special skills.

Performs work process at sub-FO Grade 3 level and performs duties in charge of equipment and maintains office systems, and

Exercises independent judgement at sub-FO Grade 3 level.

Works under limited supervision.

Uses good communication skills.

Possess sound knowledge of relevant legislation, policy and procedures.

Fisheries Officer Grade 3 -

Pre-requisite - Coxswain's certificate of competency or equivalent.

First Year -

Software application skills

Operational planning

Sound knowledge of Commonwealth legislation

Complete basic management skills

Knowledge of all aspects of Commonwealth managed fisheries

Knowledge of all aspects of State managed fisheries

Second Year -

Environmental assessment (DA's and fish kills)

Superior communication skills

Supervision

Financial management

General responsibilities -

Requires satisfactory achievement of Departmental Competency Standards,

Performs duties of some complexity and is accountable for completion of work to agreed standards.

Exercises some independent judgement

Leads small work team on assigned work or supervises subordinate staff, and

Prepares, collates and analyses information in respect to Fisheries Management and district operations.

Represent the Department at various meetings at district level, and

Provides specialised advice and assistance to management in the formulation of management plans and regulations.

District Fisheries Officer -

Prerequisite - Coxswain's certificate of competency or equivalent.

Master Class V) where appropriate
MED 3)

First year and ongoing - Advanced management (Financial, Human, Asset & Strategic Planning),

General responsibilities -

Responsible for effective co-ordination of work, or scheduling basic training for Fisheries Officer Grade 1 to 3 under direct supervision, problem solving, and

Exercises independent judgement and is accountable for work performance.

Provides specialised advice and assistance to management in the formulation of Management Plans and Regulations.

Accountable for performance to meet deadlines, and/ or performs work of complexity at a high level, and/or is competent in full range of disciplines necessary to effectively manage a Fisheries District.

Communicates information to client groups.

Provides specialised advice and assistance to management in the formulation of Management Plans and Regulations.

Supervising Fisheries Officer -

Prerequisite - Coxswains certificate of competency or equivalent.

Master Class V) where appropriate
MED 3)

First Year -

Management and administration

Work Health and Safety training

Mediation skills

Second Year -

Further management development

General responsibilities -

May require Master Class V and MED 3 Course.

Requires well developed management skills.

Demonstrated understanding of environmental issues.

Approves work programs and projects and allocates resources, sets priorities and monitors performance against agreed standards, time frames and budgets.

Responsible for the training and development of staff in the zone.

Represents the Department as required at zone level and regional level.

Communicates technical and other information to client groups.

Provides specialised advice and assistance to management in the formulation of Management Plans and Regulations.

M. WELCH , *Industrial Registrar*

(1951)

C10195**CROWN EMPLOYEES (PSYCHOLOGISTS) ATTRACTION AND
RETENTION INTERIM AWARD 2026**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Industrial Relations Secretary

(Case No. 471651 of 2025)

Before C. Muir, *Commissioner*

10 August 2026

AWARD

Arrangement

Clause No. Subject Matter

PART A

1. Title
2. Parties Bound
3. Definitions
4. Area, Incidence and Duration
5. Interim Increase in Salaries and Environmental Allowance
6. Psychologist Attraction and Retention Allowance
7. Issue Resolution

PART B

MONETARY RATES

Table 1 – Psychologist Attraction and Retention Allowance

PART A

1. Title

This award is known as the Crown Employees (Psychologists) Attraction and Retention Interim Award 2026.

2. Parties

The parties to this award are:

- (a) the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (b) the Industrial Relations Secretary.

3. Definitions

- 3.1 "Agency" means a Department or Executive Agency related to a Department in the Public Service specified in Schedule 1 of the *Government Sector Employment Act 2013* or the NSW Police Force by whom the Psychologist is directly engaged.
- 3.2 "Determination" means the Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008.
- 3.3 "Agency Head" means:
- (a) the Secretary of a Department identified in Part 1 of Schedule 1 of the *Government Sector Employment Act 2013* (NSW); or
 - (b) the Agency Head specified in Part 2 of Schedule 1 of the *Government Sector Employment Act 2013* (NSW) in relation to an Executive Agency; or
 - (c) the Commissioner of Police.
- 3.4 "Psychologist" means a person employed in accordance with the *Government Sector Employment Act 2013* by an Agency or in the NSW Police pursuant to the *Police Act 1990* (excluding a police officer as defined in the *Police Act 1990*) in a classification identified in clause 4 of the Psychologists Award.
- For the avoidance of doubt, "Psychologist" does not include any person employed as a psychologist within the NSW Police Force under the *Crown Employees (Administrative and Clerical Officers - Salaries) Award*, or as a psychologist within Corrective Services NSW under the Determination.
- 3.5 "Psychologists Award" means the *Crown Employees (Psychologists) Award* published on 3 December 2021 (391 I.G. 244).
- 3.6 "Psychologists Attraction and Retention Allowance" means the allowance referred to in clause 0 of this award.

1. Area, Incidence and Duration

- 4.1 This award commences on and from 1 July 2026 and shall continue in force for a period of 12 months, unless varied or rescinded in accordance with section 17 of the *Industrial Relations Act 1996* (NSW).
- 4.2 This award applies to Psychologists.
- 4.3 This award does not rescind or replace the Psychologists Award or the Determination, but rather, provides additional conditions to Psychologists during the nominal term of this award.

2. Interim Increase in Salaries and Environmental Allowance

- 5.1 The annual salaries payable to Psychologists are as set out in Table 1 – Salaries of Part B of this award.
- 5.2 Commencing salary and progression for Psychologists are set out in Table 3 – Commencing Salary and Progression - Psychologists, of Part B of the Psychologists Award.

- 5.3 The environmental allowance specified in Item 1 of Table 2 – Environmental Allowance of Part B of this award is payable to Psychologists entitled to the environmental allowance in accordance with clause 8 of the Psychologists Award.

3. Psychologists Attraction and Retention Allowance

- 6.1 From the first full pay period on or after 1 July 2026, for a period of 12 months, a Psychologist will be paid the Psychologists Attraction and Retention Allowance.
- 6.2 The Psychologists Attraction and Retention Allowance is an annual amount of \$9,000, to be paid in fortnightly instalments with retrospective effect from the first full pay period on or after 1 July 2026.
- 6.3 The Psychologists Attraction and Retention Allowance is to be paid to a Psychologist during their usual fortnightly pay while they remain employed as a Psychologist.
- 6.4 The Psychologists Attraction and Retention Allowance is to be considered as salary for all purposes, including but not limited to superannuation.

4. Issue Resolution

- 7.1 Any grievances and disputes arising between the parties or between an Agency Head and a Psychologist covered under this award are dealt with in accordance with clause 9 of the Psychologists Award.

PART B**MONETARY RATES****Table 1 - Salary Rates**

Applying from the beginning of the first full pay period to commence on or after the dates in the column headings:

Psychologists		
Classification and Grade	1.7.25 Per annum \$	1.7.26 Per annum 3% \$
Psychologist		
1st year	79,592	81,980
2nd year	83,898	86,415
3rd year	88,198	90,844
4th year	93,576	96,383
5th year	98,956	101,925
6th year	104,335	107,465
7th year	109,713	113,004
8th year	114,016	117,436
9th year and thereafter	118,316	121,865
Senior Psychologist		
1st year	124,771	128,514
2nd year	130,151	134,056
3rd year and thereafter	135,527	139,593
Specialist Psychologist		
1st year	114,016	117,436
2nd year	120,464	124,078
3rd year	126,922	130,730
4th year	133,375	137,376
5th year and thereafter	139,824	144,019
Senior Specialist Psychologist		
1st year	146,281	150,669
2nd year	150,583	155,100
3rd year and thereafter	154,889	159,536
Chief Psychologist		
1st year	162,379	167,250
Principal Psychologist		
1st year and thereafter	176,399	181,691

Table 2 - Environmental Allowance

Applying from the beginning of the first full pay period to commence on or after the dates in the column headings:

Item. No	Clause No.	Description	1.7.25 \$	1.7.26 3% \$
1	5	Environmental Allowance	3,644	3,753

Table 3 – Psychologists Attraction and Retention Allowance

Item. No	Clause No.	Description	1.7.26 \$
1	6	Psychologist Attraction and Retention Allowance	\$9,000

C. Muir, *Commissioner*

Printed by the authority of the Industrial Registrar.

EA26/05

2026/281095

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act* 1996)

EA26/05 - Lake Macquarie City Council Enterprise Agreement 2026-2029

Made Between: Lake Macquarie City Council & New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union; Development and Environmental Professionals' Association; the Local Government Engineers' Association of New South Wales

New: Replaces EA24/05

Approval and Commencement Date: Approved 14/07/2026 and commenced 14/07/2026

Description of Employees: The Enterprise Agreement applies to all employees of Lake Macquarie City Council, except for Council's General Manager as defined by section 338 of the *Local Government Act 1993* (NSW)

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.