



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## NSW AMBULANCE CONTROL CENTRE OFFICERS (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, Ministry of Health.

(Case No. 462780 of 2023)

Before Chief Commissioner Constant

21 December 2023

### AWARD

#### PART A

#### Arrangement

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### 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:

Paramedics and Control Centre Officers (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. On Call Rates

- (i) This clause is to be read in conjunction with Clause 26, On Call, of the Paramedics and Control Centre Officers (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 38, Accommodation of the Paramedics and Control Centre Officers (State) Award.
- (v) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.

## 6. 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’.

## 7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

**8. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2023 and shall remain in force for a period of one year. The salaries and allowances in the last 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 2023.
- (iii) 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****Table 1- Salaries**

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

Classification	Rate effective first full pay period on or after 1/07/2023
	\$
Ambulance Control Centre - Non Paramedic - Trainee	1375.76
Ambulance Control Centre - Non Paramedic - Year 1	1414.77
Ambulance Control Centre - Non Paramedic - Year 2	1441.92
Duty Control Centre Officer - Non Paramedic	1974.74

**Table 2 - On Call Allowance**

Item No.	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023
1	26	On Call Allowance (AO) (D)	Per 24 hours	25.80
2	26	On Call Allowance (AO) (W)	Weekly	103.40

N. CONSTANT, *Chief Commissioner*

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**NSW AMBULANCE PARAMEDICS (STATE) AWARD 2023**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, Ministry of Health.

(Case No. 215142 of 2023)

Before Chief Commissioner Constant

21 December 2023

**AWARD****1. Title**

This Award shall be known as the "NSW Ambulance Paramedics (State) Award 2023".

**2. Arrangement**

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

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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).

"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 an approved Paramedic position.
- (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.
- (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.

Critical Care Paramedic (Aeromedical) Team Leaders are not entitled to the Clinical Specialist Allowance which is set out in Item 1 of Table 2A - Management Allowances of Section 8, Monetary Rates, of this Award.
- (e) Paramedic - Level 4
- (i) Paramedic - Level 4 means a person who meets the requirements of Paramedic - Level 1 and, in addition, is primarily employed in connection with the training or education of other employees

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.

(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 a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

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

- (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 certificate to practice and the reissue of their certificate to practice every three years.

- (h) 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 (i) to (l) below are intended to encompass employees who are registered paramedics and appointed to management roles.

- (i) 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.
- (j) 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.
- (l) 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**

- (m) 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.

- (n) 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 work in accordance with rosters exhibited in each station at least seven days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
  - (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A - Wages from 1 July 2023, Table 1B - Clinical Staff Wages from 1 January 2024 or Table 1C - Management Staff Wages of Section 8, Monetary Rates, with a minimum payment of two hours for each start.
  - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 15, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full-time hours.
  - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 24, Allocated Days Off.
  - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
  - (viii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
  - (ix) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the unit or section concerned shall not be regarded as

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

- (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, 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 a certificate to practice.

- (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, 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 - Wages from 1 July 2023, Table 1B - Clinical Staff Wages from 1 January 2024 or Table 1C - Management Staff Wages of Section 8, Monetary Rates.
- (b) This clause is subject to the arrangements for existing employees set out in clause 49, Transitional Provisions.
- (c) Wages shall be paid fortnightly by electronic transfer.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 credentialing 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.

- (c) 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 (e) 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 Certificate to Practice (CTP) activities/requirements nor union activities.
- (d) Employees who participate in non-operational activities will be compensated by payment at their ordinary hourly rate for the hours worked. In addition, employees will be paid two hours for travel time (covering travel to and from the activity). In the case of rural employees, specific approval for the quantum of travel time will be agreed prior to approval being finalised. Accumulation of hours worked in these activities is not allowed. Payment for the approved activities will be made in the next available pay period.
- (e) Time worked as non-operational activity shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.

## 21. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in Table 1A - Wages from 1 July 2023, Table 1B - Clinical Staff Wages from 1 January 2024 or Table 1C - 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 two paid 30 minutes crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Officers working shifts of less than 12 hours duration shall have one paid 30 minutes crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
- (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 an additional payment of one hour at ordinary time rates.
- (d) Subclauses (b) and (c) do not apply to officers in the Control Centres. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

### **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 seven calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days whichever is the greater. Casual employees are not subject to this clause.

- (b) In exceptional circumstances, arising from additional work demands or unplanned absences of other employees, the roster may be changed with seven days' notice. In so doing, due regard will be had to the family and carers commitments of employees affected.
- (c) Work will be performed by the most efficient means. To achieve this, the 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).
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
  - (i) There shall be a minimum break of 10 hours between shifts, except in case of an emergency or agreement between the 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.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:
  - (i) Where the 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.
- (h)
  - (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum six hours between the shifts.
  - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
  - (iii) Where an employee's normal rostered day off is cancelled by the 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.
- (j) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (k) The parties agree that changes to rosters that will significantly affect employees and/or that where a new branch station is opened there will be genuine consultation between the parties.
- (l) The 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 - Wages from 1 July 2023, Table 1B - Clinical Staff Wages from 1 January 2024 or Table 1C - Management Staff Wages in Section 8 Monetary Rates, and the allowance prescribed by clause 26, Employees On Call, as compensation for time on-call shall be disregarded.
- (c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the employer.
- (d) Should an employee be required to work overtime for more than two hours before his or her normal commencing time, or after his or her normal ceasing time, he or she shall be paid the overtime meal allowance as set out in Item 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.
- (e) Where an employee is required to work a complete overtime shift, he or she shall be given the appropriate meal break for that shift. However, the meal penalty provision of subclause (d) of clause 23, Hours of Duty, shall not apply.

- (f) For the purposes of assessing overtime, each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

### **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 workplace or enterprise;
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

### **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, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day and any other standard public holiday declared under section 4 of part 2 of the *Public Holidays Act 2010*.
- (b)
- (i) An employee to whom paragraph (a)(i) and (a)(ii) of clause 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 (a)(iii) and (a)(iv) 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 - Wages from 1 July 2023, Table 1B - Clinical Staff Wages from 1 January 2024 or Table 1C - 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 paragraph (b)(i) and (b)(ii) of this clause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1A - Wages from 1 July 2023, Table 1B - Clinical Staff Wages from 1 January 2024 or Table 1C - 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 shall be granted on completion of each 12 months service as follows:
- (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
  - (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
  - (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.
  - (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this subclause commenced accrual on 4 February 2002).
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that two weeks' pay has been provided to those employees to whom paragraph (a)(iii) and (a)(iv) of this clause applies in lieu of and in consideration of public holidays being worked by such employees or which have occurred on a rostered day off.
- (d) To the leave prescribed by paragraph (a)(i) of this clause, there shall be added one working day for each public holiday or special public holiday or one-half working day for each half public holiday or special half public holiday which occurs during a period of annual leave.
- (e)
- (i) Once an employee becomes entitled to annual leave (i.e. after the initial 12 months period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. Provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months. Providing further that, with the agreement of the employer, an employee may take their annual leave in one period of six weeks duration.

- (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (e)(i) of this clause.
- (iii) Nothing in this subclause shall prevent the employer, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this subclause shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
- (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the 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.
- (v) Employees may exchange/split annual leave by mutual arrangements with the approval of NSW Ambulance, provided that such exchange complies with paragraph (e)(i) of this clause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the employer agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an allocated day off duty as prescribed in clause 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 (a) 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 perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(iii) Pregnant Paramedics/Control Centre Officers and Patient Transport Officers may take up their entitlement to alternative duties at any time during their pregnancy if their medical condition determines they are unable to carry out normal duties.

(n) Medical Certificate Requirement

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

(o) Right to Return to Previous Position

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

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

(p) Portability of Service for Paid Maternity Leave

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

(i) service was on a full-time or permanent part-time (as specified) basis.

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

(iii) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to two months before commencing duty with the new employer, provided that the new

position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

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

## B. Adoption Leave

### (a) Eligibility for Adoption Leave

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

#### Full-time employees

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

#### Permanent part-time employees

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

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

### (b) Entitlements

#### (i) Paid Adoption Leave

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

Paid adoption leave may be paid:

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

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

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

- (1) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- (2) where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(c) Applications for Adoption Leave

- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally eight weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full-time employees

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

## (ii) Permanent part-time employees

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

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

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

## (b) Entitlements

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

- (i) An unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) The entitlement of one week's paid leave may be taken at any time within the 52-week period and shall be paid:
  - (1) at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
  - (2) two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) A further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at paragraph (a)(i) of Part D of this clause.

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

## (c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.

- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
    - (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any maternity leave sought or taken by his spouse, and that they are seeking the period of extended parental leave to become the primary caregiver of the child.
  - (d) Variations of Parental Leave  
Same provisions as maternity leave.
  - (e) Staffing Provisions  
Same provisions as maternity leave.
  - (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.  
Same provisions as maternity leave.
  - (g) Right to Return to Previous Position  
Same provisions as maternity leave.
  - (h) Portability of Service for Paid Parental Leave  
Same provisions as maternity leave.
- D. Right to Request
  - (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
    - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
    - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,
    - (iv) to assist the employee in reconciling work and parental responsibilities.
  - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (c) The employee's request and the employer's decision made under paragraphs (a)(ii) and (a)(iii) of this Part must be recorded in writing.
  - (d) Where an employee wishes to make a request under paragraph (a)(iii) of this Part:
    - (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work.

- (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
- (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

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

### 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. Transitional Provisions**

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

- (b) Employees who are employed as of 1 January 2024 will be classified at the Work Level and/or paid at the pay point set out in Section 9 - Transition of classifications for their classification.
- (c) If the transition set out in subclause (b) above would lead to a reduction in an employee's salary, the employee is to continue to be paid their existing salary until the salary to which they would otherwise be entitled under this Award exceeds their existing salary.
- (d) Employees who as at 1 January 2024 are employed under the classification of Ambulance Control Centre Officer or Ambulance Control Centre Officer - Paramedic and Paramedic Specialist will now be employed under the respective classifications of Paramedic Level 1 or Paramedic Level 2 whichever so applies.

#### **50. 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 MacDonalld River and Yengo (or Boree) Creek, thence by the MacDonalld River in a northerly direction to where it joins the Wareng (or Howes Valley) Creek, thence by the Big Broken Back Range to Payne's Crossing, thence in a straight line to "Mistletoe", thence by the road to Belford Railway Station, thence by the Main Northern Railway line to Black Creek and by the road from Stanhope to Cranky Corner and then by the road to "The Pass", thence by a straight line to Mount Royal, thence in a straight line to Eccleston, thence by the road to Salisbury Gap, then on to (but excluding) Salisbury, thence by the Wallarobba 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.

#### **51. No Extra Claims**

Other than as provided for in the *Industrial Relations Act* 1996, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2026 by a party to this Award.

For the avoidance of doubt, the Parties may, during the term of this Award, discuss additional opportunities for system improvements and, if agreed, a further pay increase may be provided to recognise the contribution of employees to those system improvements.

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

- (a) This Award rescinds and replaces the Paramedics and Control Centre Officers (State) Award 2022 published 23 December 2022 (Vol. 393 IG Pg. 952), 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 2023 and shall remain in force for a period of three years. The rates in section 8 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2023.

### SECTION 8 - MONETARY RATES

- (a) Pay rates and allowances for the period from 1 July 2023 until the commencement of the first full pay period on or after (ffppoa) 1 July 2023 shall be the equivalent rates and allowances contained in the Paramedics and Control Centre Officers (State) Award 2022 as at 30 June 2023.
- (b) 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 - Wages from 1 July 2023**

Classification	Effect from ffppoa 1 July 2023 \$ per week
Trainee Paramedic	
One Salary Rate	1328.89
Paramedic Intern	
Year 1	1366.59
Year 2	1392.76
Paramedic	
Year 1	1482.20
Year 2	1589.29
Paramedic Specialist	
Year 1	1708.28
Year 2	1755.30
Year 3	1808.03
Critical Care Paramedic (Aeromedical)	
Year 1	1911.57
Year 2	1961.10
Critical Care Paramedic (Aeromedical) Team Leader	
One Salary Rate	2059.14
Team Leader	
One Salary Rate	1898.49
Station Manager	
One Salary Rate	1970.96
District Manager	
One Salary Rate	2043.20
Clinical Training Officer	
One Salary Rate	2043.20
Clinical / Paramedic Educator	
Year 1	2486.82
Year 2	2655.49
Ambulance Control Centre Paramedic	
Year 1	1534.01
Year 2	1645.33

Ambulance Control Centre Paramedic Specialist	
Year 1	1684.32
Year 2	1741.65
Year 3	1795.88
Duty Control Centre Officer	
Paramedic	
One Salary Rate	2029.45
Senior Control Centre Officer	
One Salary Rate	2086.87
Aeromedical Control Centre Officer	
One Salary Rate	2075.29

**Table 1B - Clinical Staff Wages from 1 January 2024**

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 1 January 2024 \$ per week	Effect from 1 January 2025 \$ per week	Effect from ffpooa 1 July 2025 \$ per week
Entry	1	1	Trainee Paramedic	1,355.46	1,355.46	1,396.13
		2	Paramedic Intern	1,442.16	1,540.98	1,587.20
1	1	1	Paramedic	1,534.63	1,639.50	1,688.68
		2	Paramedic	1,622.43	1,688.70	1,739.37
		3	Paramedic	1,638.83	1,737.90	1,790.05
		4	Paramedic	1,655.26	1,787.11	1,840.72
		5	Paramedic	1,671.66	1,836.31	1,891.39
		6	Paramedic	1,688.09	1,885.51	1,942.06
2	1	1	Paramedic Specialist	1,811.34	2,017.42	2,077.94
		2	Paramedic Specialist	1,862.85	2,077.94	2,140.28
		3	Paramedic Specialist	1,918.85	2,140.28	2,204.49
3	1	1	Critical Care Paramedic (Aeromedical)	2,028.74	2,262.86	2,330.75
		2	Critical Care Paramedic (Aeromedical)	2,081.31	2,321.49	2,391.13
	2	1	Aeromedical Control Centre Officer	2,202.49	2,456.66	2,530.37
	3	1	Critical Care Paramedic (Aeromedical) Team Leader	\$2,185.42	\$2,437.62	\$2,510.75
4	1	1	Clinical Training Officer	2,168.46	2,418.69	2,491.25

	2	1	Paramedic Educator	2,623.84	2,897.86	2,984.79
		2	Paramedic Educator	2,801.80	3,094.41	3,187.25

**Table 1C - Management Staff Wages**

Management Level	Effect from 1 January 2024	Effect from 1 January 2025	Effect from ffppoa 1 July 2025
1	2,003.08	2,212.29	2,278.66
2	2,079.55	2,296.73	2,365.63
3	2,155.77	2,380.92	2,452.35

**Table 2A - Manager Allowances**

Item No	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023	Rates 1 January 2024	Rates 1 January 2025	Rates ffppoa 1 July 2025
1	12(a)	Specialist Operations Allowance	Weekly	93.01	98.10	108.30	111.50

**Table 2B - Paramedic Allowances**

Item No	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023	Rates 1 January 2024	Rates 1 January 2025	Rates ffppoa 1 July 2025
1	13(a)	Technical Operations Allowance	Weekly	53.20	56.00	61.60	63.40
2	13(b)	Rescue (Standby) Allowance	Weekly	18.30	19.20	21.10	21.70

**Table 2C - Paramedic Control Centre Staff Allowances**

Item	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023	Rates 1 January 2024	Rates 1 January 2025	Rates ffppoa 1 July 2025
1	14(a)	Control Centre (Standby)	Weekly	27.60	29.00	31.90	33.00
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	109.00	114.60	126.00	130.00

3		Duty Control Centre Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998)	Weekly	17.20	18.10	19.90	20.00
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**Table 2D - On Call Allowances**

Item No	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023	Rates 1 January 2024	Rates 1 January 2025	Rates ffppoa 1 July 2025
1	26	On Call Allowance (AO) (D)	Per 24 hours	25.80	27.10	29.50	30.40
2	26	On Call Allowance (AO) (W)	Weekly	103.40	108.70	118.40	122.00

**Table 2E - Living Away From Home Allowance**

Item No	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023	Rates ffppoa 1 July 2024
1	17	Living Away From Home Tier 1 *	Per Day	142.15	TBC
2	17	Living Away From Home Tier 2 *	Per Day	131.45	TBC

\*This is not subject to Award wages increases.

**Table 2F - Additional Allowances**

Item No	Clause	Allowance Description	Frequency	Rates ffppoa 1 July 2023	Rates ffppoa 1 July 2024
1	15	Climatic and Isolation Allowance - Time and Half Zone **	Weekly	5.50	TBC
2	15	Climatic and Isolation Allowance - Double Zone **	Weekly	10.90	TBC
3	17	Travelling Meal Allowance**	Each	33.25	TBC
4	17	Meal Away from Station **	Each	33.25	TBC
5	17(c)(ii)	Crib Away from Station **	Each	16.63	TBC
6	27	Overtime Meal Allowance **	Each	33.25	TBC
7	42	Laundry **	Weekly	15.70	TBC
8	5	Ambulance Studies Certificate Allowance (current recipients only)	Weekly	31.20	TBC

\*\* This is not subject to Award wages increases



**SECTION 9 - TRANSITIONAL ARRANGEMENTS**

Current Classification	New Work Level from 1 Jan 2024			
	Classification	Clinical level	Band	Increment
Trainee Paramedic				
One Salary Rate	Trainee Paramedic	Entry	1	1
Paramedic Intern				
Year 1	Paramedic Intern	Entry	1	2
Year 2	Paramedic Intern	Entry	1	2
Paramedic				
Year 1	Paramedic	1	1	1
Year 2	Paramedic	1	1	2-6 (based off years of experience)
Paramedic Specialist				
Year 1	Paramedic Specialist	2	1	1
Year 2	Paramedic Specialist	2	1	2
Year 3	Paramedic Specialist	2	1	3
Critical Care Paramedic (Aeromedical)				
Year 1	Critical Care Paramedic (aeromedical)	3	1	1
Year 2	Critical Care Paramedic (aeromedical)	3	1	2
Critical Care Paramedic (Aeromedical) Team Leader	Critical Care Paramedic (Aeromedical) Team Leader	3	3	1
Clinical Training Officer				
One Salary Rate	Clinical training officer	4	1	1
Clinical / Paramedic Educator				
Year 1	Paramedic Educator	4	2	1
Year 2	Paramedic Educator	4	2	2
Ambulance Control Centre Paramedic				
Year 1	Paramedic	1	1	1
Year 2	Paramedic	1	1	2-6 (based off years of experience)
Ambulance Control Centre Paramedic Specialist				
Year 1	Paramedic Specialist	2	1	1
Year 2	Paramedic Specialist	2	1	2
Year 3	Paramedic Specialist	2	1	3
Aeromedical Control Centre Officer				
One Salary Rate	Aeromedical Control Centre Officer	3	2	1
	Management level	Classification		
Duty Control Centre Officer - Paramedic				
One Salary Rate	2	Duty Control Centre Officer - Paramedic		
Senior Control Centre Officer				
One Salary Rate	3	Senior Control Centre Officer		
Team Leader				
One Salary Rate	1	Team Leader		

Station Manager		
One Salary Rate	2	Station Manager
District Manager		
One Salary Rate	3	District Manager

N. CONSTANT, *Chief Commissioner*

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Printed by the authority of the Industrial Registrar.

# HIGHER SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD 2021

## 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 1 July 2023.

R. DELGODA, Actg. *Industrial Registrar*

### Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9793	15 December 2023	1 July 2023	396	141

## AWARD

Clause No.      Subject Matter

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**SECTION 1 - THE AWARD****1. Title**

This award shall be known as the (Higher School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award 2021.

**2. Intention**

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments consistent with the NSW Public Sector Wages Policy 2011.

**3. Definitions**

- 3.1 "the Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.3 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013* The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 3.4 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, carried out at centres designated by the Chief Executive Officer during the day and night.
- 3.5 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in sub clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.
- 3.6 "Executive Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to the *Government Sector Employment Act 2013*. Reference to the Executive Director may from time to time refer to his/her

- delegate, meaning a person delegated by the Executive Director to perform functions associated with the position.
- 3.7 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.8 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.9 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.10 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, LOTE Examiners and LOTE Casuals.
- 3.11 "HSC" means the Higher School Certificate examination.
- 3.12 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.13 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.14 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer. LOTE Casuals do not assign marks.
- 3.15 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.16 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.17 "NESA" means the NSW Education Standards Authority a statutory body corporate established by section 4 of the *Education Standards Authority Act 2013*.
- 3.18 "Onscreen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.19 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.20 "Parties" means the Chief Executive Officer and the unions.

- 3.21 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.22 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive Officer.
- 3.23 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch, the NTEU New South Wales and the Independent Education Union of Australia, NSW/ACT Branch.

## **SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS**

### **4. HSC Marking Procedures**

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
  - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to sub-clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

### **5. Marking of Written Papers**

- 5.1 Pen-and-paper marking is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and either 8.30 am and 4.30 pm or 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
  - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
  - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.

- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 Onscreen Marking of HSC papers and questions, on a Corporate or External Marking basis will be used for those subjects, courses or questions as determined by the Chief Executive Officer, at his or her discretion without limit each year.
- 5.6 Each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

## 6. Privacy

The parties note the regulations to the *Education Act 1990*.

## SECTION 3 - CONDITIONS OF EMPLOYMENT

### 7. Duties of Marking Staff

#### 7.1 Marking Staff

Without limiting the generality of sub-clause 7.2, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the Chief Executive Officer comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

#### 7.2 Duties as Directed

- (a) The Chief Executive Officer, or his/her delegate, nominee or representative, may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive Officer pursuant to paragraph (a) of this sub-clause shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment.

### 8. Hours of Work

#### 8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking HSC:
- (i) 9 am to 5.30 pm;
  - (ii) 4 pm to 9 pm.
- (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 8.30 am to 4.30 pm or 9 am to 5 pm.
- (c) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
- (d) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Executive Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.

- 8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a meal break of either a half-hour, if agreed by a majority of markers at the initial briefing session by vote supervised by the Supervisor of Marking, or one-hour between the hours, as applicable, of:
- (a) 12.30 pm to 2 pm, Monday to Friday;
  - (b) 6 pm to 7.30 pm, Monday to Friday;
  - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Executive Director to vary the hours of work for that subject as follows:
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
  - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
  - (c) If a half hour meal break is elected pursuant to clause 8.2, either commencing work a half hour later or finishing work a half hour earlier.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Executive Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in paragraphs 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in paragraphs 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in paragraph 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking and the Executive Director to work beyond the scheduled finishing times described in sub-clause 8.1. In the event this involves Employees working beyond their regular shift of:
- (a) 9 am to 5.30 pm weekdays until 6.30 pm
  - (b) 9 am to 5 pm Saturday until 6.30 pm
  - (c) 8.30 am to 4.30 pm Saturday until 6.00 pm
- then a further meal allowance is payable notwithstanding the provisions of sub-clause 15.5.

## 9. Provision of Facilities

### 9.1 Tea/Coffee

- 9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.



9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.

9.1.3 Employees will supply their own cups for tea and coffee during the employment.

## 9.2 Work Health and Safety

9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

9.2.2 The parties to the award will monitor and address any work health and safety issues arising from the implementation of onscreen marking.

## 9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking process. Employees will replace photographs in the event of the loss of a card.

## 9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

# 10. Recruitment and Appointment of Marking Staff

## 10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Executive Director's nominee. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills, e.g. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, e.g. curriculum committees, professional associations, etc.

## 10.2 Criteria for Marker Selection

10.2.1 NESAs will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.

- 10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.
- 10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.
- 10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.
- 10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.2.1.7 Turnover of markers - Where there are sufficient suitable applicants a minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.
- In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.
- 10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, NESAs will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if NESAs deem their experience relevant to the marking program.
- 10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.
- Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.
- 10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that
- (i) the information provided by the applicant is, to the best of their knowledge, correct;
  - (ii) the application is approved.

- 10.2.1.13 Selection of markers is based on the information provided on the application. NESAs will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.
- 10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.
- 10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

#### 10.2.2 Criteria Specific to Marker Selection -

- 10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.2.2.2 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not be appointed.

#### 10.3 Criteria Specific to Selection of Marking Staff for Onscreen Marking

Markers applying for onscreen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

#### 10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

### 11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

### 12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive Officer.

### 13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;

- (iii) an indication of his/her attendance record throughout the marking;
- (iv) a written comment describing his/her performance throughout the marking; and for Senior Markers
- (v) an indication of his/her performance relating to leading a marking team, the production of marking kits and monitoring marking.

#### 14. Family Leave Provisions

14.1 The Chief Executive Officer must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

The rights of an employer in relation to engagement and re-engagement of Employees are not affected, other than in accordance with this clause.

14.2 Personal Carers entitlement for Employees

14.2.1 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 evidentiary requirements set out below in sub-clause 14.3, and the notice requirements set out in sub-clause 14.4.

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or 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

14.2.2 The Chief Executive Officer and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

- 14.3 The Employee, shall if required,
- 14.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- 14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.
- In normal circumstances, an Employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.
- 14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).
- 14.5 Bereavement entitlements for Employees
- 14.5.1 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 employer).
- 14.5.2 The Chief Executive Officer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- 14.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.
- 14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

## **SECTION 4 - RATES OF PAY AND ALLOWANCES**

### **15. Rates of Pay and Allowances**

- 15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:
- Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates
- Table 2 - External and Corporate Per Unit marking rates
- Table 3 - Languages other than English (LOTE) Examiner Hourly Rates
- Table 4 - Other Rates and Allowances
- Table 5 - Hourly Rates floor to apply to Corporate Onscreen Marking
- 15.2 Rates of Pay
- Subject to the provisions of paragraph 15.2.7:

- 15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.
- 15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.
- 15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which paragraph 15.2.2 applies.
- 15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.
- 15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at paragraph 15.2.2 by  $5\frac{1}{2}$  being the number of paid hours compensated by the Weekday Supplementary rates.
- 15.2.6 External Per Unit Marking Rates:
- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
  - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in sub-paragraph 15.2.6(c) or in Table 2.
  - (c) For Onscreen HSC marking, other than Mathematics courses, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
  - (d) Mathematics courses are paid on a per mark basis as set out in Table 2.
  - (e) Corporate Onscreen HSC markers' remuneration will be based on the greater of:
    - (i) the total number of papers or questions marked onscreen multiplied by the applicable Per Unit Rate of Pay; and,
    - (ii) the total hours of overall Onscreen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of Onscreen Marking undertaken by individual markers will be the elapsed time of Onscreen Marking as recorded by NESA's onscreen marking software for each marker.
- 15.2.7 Marking staff engaged in External Onscreen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4, item 6 of Schedule 1.
- 15.2.8 Senior Markers may choose to engage in External Onscreen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2, Schedule 1.

15.2.9 Senior Markers engaged in corporate or external onscreen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1, Schedule 1.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in sub-clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

#### 15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of sub-paragraph 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.3 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

#### 15.4.4 Corporate Markers engaged

(a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,

(b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

#### 15.4.5 Itinerant Markers engaged:

(a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,

(b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.6 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre early and works less than the minimum payment hours.

#### 15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.

#### 15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4(a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4(a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in

circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to sub-clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4(b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4, Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

#### 15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The allowances contained in sub-clauses 15.5, 15.6 (except for the allowances payable pursuant to subparagraph 15.6.3(c) and paragraph 15.6.4 and sub-clause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Premier's Department. (The allowances payable pursuant to 15.6.3(c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

### 16. Deduction of Unions' Membership Fees

- (i) The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- (ii) The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employees unions' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the unions, all unions membership fees shall be deducted on a fortnightly basis.



- (vi) Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### 17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to sub-clause 15.2, Rates of Pay.

### 18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. 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.

- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.

- 18.3 the Employee May Elect to Have the Portion of Payable Salary which is Sacrificed to Additional Employer Superannuation Contributions:

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

- 18.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 18.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS**

### **19. Nomination of Unions' Representatives**

- 19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

### **20. Dispute Resolution Procedures**

- 20.1 Subject to the provisions of the *Industrial Relations Act 1996*:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Executive Director with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Chief Executive Officer and the Branch Secretary, Division Secretary and General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in sub-clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### **21. No Further Claims**

- 21.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2023 in relation to matters expressly contained in this award.

## 22. Anti-Discrimination

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

## 23. Work Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which, might otherwise have been carried out by the other employer's own employees.
- 23.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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.

## 24. Area Incidence and Duration

- 24.1 This award:
- 24.1.1 This award rescinds and replaces the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2019 published 20 December 2019 (385 I.G. 825).
- 24.1.2 This award shall commence on 1 January 2021 with a nominal term until and including 31 December 2023.
- 24.2 Covers all casual employees employed by NESA pursuant to the Act engaged to mark the Higher School Certificate examinations at various locations determined by the Chief Executive Officer, NSW Education Standards Authority.

## SCHEDULE 1

**Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:**

Classification	Weekday Rates		Weekday Supplementary Rates		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Day from		Per Hour from		Per Hour from	
	1/7/22	1/7/23	1/7/22	1/7/23	1/7/22	1/7/23	1/7/22	1/7/23
	2.53%	4.0%	2.53%	4.0%	2.53%	4.0%	2.53%	4.0%
Marker	87.68	91.19	84.99	88.39	97.66	101.57	131.47	136.73
LOTE Examiner	-	-	84.99	88.39	97.66	101.57	131.47	136.73
LOTE Casual	87.68	91.19	-	-	97.66	101.57	131.47	136.7
Senior Marker	108.80	113.16	100.24	104.25	121.17	126.02	163.22	169.75
Assistant Supervisor of Marking	125.81	130.85	115.96	120.60	140.15	145.75	188.68	196.22
Supervisor of Marking	139.37	144.94	128.43	133.57	155.23	161.44	209.12	217.48

**Table 2- External and Corporate Per Unit Marking Rates on and from**

HSC	1/7/2022	1/7/2023
(a) Mathematics	Rates per mark	Rates per mark
Mathematics Standard 1	0.2318	0.2411

Mathematics Standard 2	0.2318	0.2411
	Rates per mark	Rates per mark
Mathematics/Mathematics Advanced	0.3311	0.3443
Mathematics Extension 1	0.3589	0.3732
Mathematics Extension 2	0.3919	0.4075
(b) Other subjects		
Payments will be on a per three hour paper basis 2 unit paper	31.47	32.73
Extension paper	39.31	40.88

**Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from**

A. Weekday Examining	1/7/2022 Rates per hour 2.53%	1/7/2023 Rates per hour 4.0%
1. Languages other than English (LOTE) Examiners	15.47	16.09

**Table 4 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	1/7/2022 Amount \$	1/7/2022 Amount \$	1/7/2023 Amount \$	1/7/2023 Amount \$
			(a) Daily Rate \$	(b) Hourly Rate \$	(a) Daily Rate \$	(b) Hourly Rate \$
1	15.7	Travelling Allowance -				
		Sydney	340.15	14.17	350.70	14.61
		Newcastle	327.15	13.63	347.70	14.49
		Wagga Wagga	296.15	12.34	329.70	13.74
		Port Macquarie	312.15	13.01	342.70	14.28
		Maitland	305.15	12.71	339.70	14.15
		Wollongong	300.15	12.51	333.70	13.90
		Orange	318.15	13.26	354.70	14.78
		Broken Hill	294.15	12.26	313.70	13.07
		Dubbo	290.15	12.09	322.70	13.45
		Bathurst	283.15	11.80	296.15	12.34
		Other Country Centres	249.45	10.39	282.15	11.76
2	15.5	Meal Allowance (based on the Overtime Meal rate which is the same for breakfast, lunch or dinner, set out under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.	2022 33.25		2023 35.65	
3	15.6.1	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate pursuant to clause (15.8). Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong.	12.48 per day		13.60 per day	

	15.6.3(a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong		
4		Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work:		
(a)	15.6.2	Itinerant markers	0.78	0.85
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to maximum 160 km per day	0.312	0.340
			1/7/2022	1/7/2023
5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area in excess of 100 km from the marking centre	163.77	170.32
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	258.73 once per engagement	269.08 once per engagement
6	15.2.7	External Onscreen Marking ICT Allowance for use of ICT facilities Broadband	13.90 once per engagement	14.46 once per engagement

**Table 5 - Hourly Rates Floor to Apply to Corporate Onscreen marking:**

Classification	Weekday Rates		Weekday Supplementary		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Day from		Per Hour from		Per Hour from	
	1/7/22	1/7/23	1/7/22	1/7/23	1/7/22	1/7/23	1/7/22	1/7/23
	2.53%	4.0%	2.53%	4.0%	2.53%	4.0%	2.53%	4.0%
Marker	86.84	90.32	84.17	87.53	96.75	100.62	130.21	135.42

R. DELGODA, Actg. *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

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

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

**EA22/02 - Sydney Opera House Enterprise Agreement 2022 - 2024**

**Made Between:** Sydney Opera House Trust -&- Media, Entertainment and Arts Alliance New South Wales.

**New/Variation:** Replaces EA22/08

**Approval and Commencement Date:** Approved and commenced 20 December 2023.

**Description of Employees:** The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Award 2009.

**Nominal Term:** 6 Months.

**EA24/02 - Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement 2023-2026**

**Made Between:** Kimbriki Environmental Enterprises Pty Ltd -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA19/03

**Approval and Commencement Date:** 21 December 2023 and commenced 1 December 2023.

**Description of Employees:** The agreement applies to Operational Staff employed at the Kimbriki Resources Recovery Centre by Kimbriki Environmental Enterprises Pty Ltd, located at Kimbriki Road, Ingleside NSW 2101, who fall within the coverage of the Local Government (State) Award 2023.

**Nominal Term:** 36 Months.