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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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STAFF SPECIALISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 191054 of 2022)

Before Chief Commissioner Constant

7 July 2022

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PART A**1. Title**

This Award shall be known as the Staff Specialists (State) Award 2022.

2. Definitions

"Award" means the Staff Specialists (State) Award 2022.

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

"Entitlements" means entitlements pursuant to this Award as varied from time to time.

"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Health System" means the Public Health System of New South Wales.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Normal Duties" means clinical, teaching, research, administrative, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Part-time Working Arrangement" means an agreement between a Staff Specialist and the Employer for the Staff Specialist to provide his/her services on a part-time employment basis pursuant to clause 13 of this Award.

"Performance Agreement" is an agreement in accordance with the provisions of clause 12 of this Award.

"Postgraduate Fellow" means an employee who has completed postgraduate medical training but who has not yet been appointed as a specialist/senior specialist and who occupies a position classified as Postgraduate Fellow.

"Practice" means clinical, administrative, teaching, research, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Public Health Organisation" is as defined in section 7 of the *Health Services Act 1997*.

"Salary" means the salary set out in Part B, Schedule 1 to this Award as varied from time to time by clause 5 of this Award.

"Staff Specialist" means a Specialist, Senior Specialist and Post Graduate Fellow (except where specifically excluded) employed on either a full-time or a part-time basis.

"Specialist" means a person appointed to a position of Specialist by the Employer. To be eligible for appointment a specialist must be a person who: -

- (a) holds a medical qualification that is registrable in New South Wales; and

- (b) after full registration has spent not less than five years in the practice of medicine in New South Wales in the Health System or in any other institution, whether in New South Wales or elsewhere, deemed by the Employer to be of equivalent standing; and
- (c) inclusive within the period described in (b) above has spent not less than three years in supervised specialist training and/or experience; and
- (d)
 - (i) has obtained a Fellowship of a recognised Australasian Specialist College (see Part C Schedule 2 for list of recognised Australasian Specialist Colleges); or
 - (ii) has proof of recognition as a specialist by the Specialists Recognition Advisory Committee; or
 - (iii) has conditional registration with the NSW Medical Board as an overseas-trained specialists (not including conditional registration as a general practitioner; or
 - (iv) does not have a qualification recognised under (i) (ii) or (iii) above but has obtained an appropriate higher qualification in his/her specialty acceptable to the Employer after consideration by the Medical and Dental Advisory Committee of the Employer.
- (e) Any decision made by the Employer in determining whether any person is eligible to be appointed as a specialist shall not contravene any applicable provision of the *Anti-Discrimination Act 1977*

Notwithstanding the provisions of subclause (d) above, Staff Specialists who are paid pursuant to this Award in place immediately before the commencement of this Award will continue to be recognised as Staff Specialists for the purpose of this Award.

"Senior Specialist" means a person who:

- (a) has been employed by the Employer on the maximum salary provided by this Award or the Award for a Specialist for a period of at least three years; and/or
- (b) has gained such experience and attained such ability in his/her specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
- (c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

3. Issue Resolution

- (a) All parties must:
 - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and individual Staff Specialists; 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 the interpretation, application or operation of this Award.
- (c) The following procedures will 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.

- (d) Any issue must be discussed in the first instance by the Staff Specialist and his or her immediate supervisor.
- (e) If the issue is not resolved within a reasonable time it must be referred by the Staff Specialist's immediate supervisor to the Chief Executive (however called) of the relevant Public Health Organisation (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time or such extended period as may be agreed.
- (f) If the issue remains unresolved the Staff Specialist may request the Federation to then confer with the Chief Executive of the Public Health Organisation or his/her nominee. The conclusions reached by those representatives must be reported to the parties involved in the grievance/dispute within a reasonable time or such extended period as may be agreed.
- (g) If these procedures are exhausted without the issue being resolved, either party may seek to have the matter mediated by an agreed third party being:
 - (i) by way of preference, a person who is not employed as a Staff Specialist by the Employer and who has a knowledge of Staff Specialist arrangements, including this Award; or
 - (ii) a suitably qualified mediator.

If the matter remains unresolved either party may then:

refer the matter to the Secretary of the NSW Ministry of Health; or

refer the matter in accordance with the provisions of the *Industrial Relations Act 1996* (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.

- (h) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed. Unless agreed otherwise by the parties, the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practice in place:
 - (i) immediately before the issue arose; or
 - (ii) immediately before any change was made to those procedures or practices which caused the issue to arise.
- (i) The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (j) Throughout all stages of these procedures adequate records must be kept of all discussions.

4. Normal Duties

Part A - General

- (a) Normal Duties will be worked for:
 - (i) Not less than 40 hours per week; or
 - (ii) 10 sessions per weekover five days per week.
- (b) The Normal Duties hours set out in (a) above may be averaged over
 - (i) four days per week; or

- (ii) a longer roster period

as agreed between the Staff Specialist and the Employer and specified in the Staff Specialist's performance agreement.

- (c)

- (i) With the exception of Staff Specialists working in accordance with paragraph (d) below, Normal Duties will be worked within the span of hours of 7.00 am to 6.00 pm Monday to Friday inclusive.

- (ii) Where Normal Duties hours are averaged over a roster period longer than 1 week as provided for in (b) above, Normal Duties may be worked Monday to Sunday inclusive.

- (d) Shift Work

- (i) Staff Specialists who are employed in a specialty or category specified in Part C, Schedule 3, to this Award may be required to undertake shiftwork as part of their Normal Duties as specified in (a) or (b) above. This shiftwork may comprise day or evening shifts.

- (ii) For Staff Specialists working shift work, Normal Duties will be worked within the span of hours of 7.00 am to midnight Monday to Sunday inclusive;

- (iii) For Staff Specialists who undertake shiftwork, the normal rostered duties hours will be paid at ordinary time plus the appropriate penalty rate:

hours worked between 6.00 pm and midnight Monday to Friday - 12.5%;

hours worked between 7.00 am and midnight Saturday - 50%;

hours worked between 7.00 am and midnight Sunday - 75%; and

all hours worked on Public Holidays - 150%.

The penalty rate will be calculated on the Staff Specialist's salary as set in Part B, Schedule 1, Rates of Pay, of this Award plus the Special Allowance and Level 1 Private Practice Allowance specified in the Salaried Senior Medical Practitioners Determination, as varied from time to time.

- (iv) Additional specialties or categories may be included in Part C, Schedule 3 to this Award from time to time by agreement between the Federation and the Secretary of the NSW Ministry of Health. If agreement cannot be reached, either party may make application to the Industrial Relations Commission for a variation to Part C, Schedule 3.

- (e) Staff Specialists will be available for reasonable on call and recall duties outside of Normal Duties.

Part B - Normal Duties Roster Changes

- (a) When developing rosters for Normal Duties in accordance with the provisions of clause 4, Normal Duties of the Award, the Employer will ensure that:

- (i) Staff specialists are consulted and regard is to be given to any family, carer or other personal and professional concerns and responsibilities identified by the staff specialist to ensure, where practicable, that the staff specialist is not adversely affected and that alternative arrangements can be made if possible (e.g. change of child care or outside practice arrangements); and

- (ii) the principal outcome of changes to rosters is to maximise the effective delivery of clinical services by ensuring that senior medical staff are rostered to work Normal Duties at times and at places that most effectively meet the service delivery needs and operational requirements; and

- (iii) rosters identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked.
- (b) On call rosters and responsibilities should align with Normal Duties roster days wherever practicable.
- (c) Wherever practicable, the usual pattern of Normal Duties will be consistent from one roster period to the next.
- (d) Notice Periods
 - (i) Wherever possible, the following notice periods will apply to changes to the Normal Duties roster:
 - 3 months notice of an ongoing change; or
 - 1 months notice of short-term change (e.g. to cover a planned absence or one-off event);
 - (ii) These provisions do not prevent the Employer from varying the roster of Normal Duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
- (e) Shifts are to be shared equally amongst the staff specialists unless otherwise agreed.

Part C - Transition Arrangements for Implementation of Clause 4, Normal Duties

- (a) Staff Specialists employed at the time of making this Award will continue to work in accordance with the rostering arrangements in place at that time for a period of 6 months, unless a shorter transitional period is agreed between the Employer and Staff Specialists.
- (b) During this 6-month period, the Employer and Staff Specialists will work co-operatively to review the existing Normal Duties rostering arrangements and, where necessary, develop new Normal Duties rosters in accordance with the principles set out in the Normal Duties Roster Changes clause.

4A. Multiple Assignments

- (a) Multiple assignments exist when an employee has more than one position under this Award within the NSW Health Service. Each of these positions are referred to in this clause as “assignments”.
- (b) The employee can only enter into a multiple assignment where the subsequent assignment is at the same grade and level within the Award.
- (c) Where an employee has multiple assignments, the employee will progress from one increment (year step) to the next increment in accordance with subclause 5(c) and (d) and subclause 13(f).

Multiple Assignments within a single Public Health Organisation

- (d) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
 - (i) The work performed in each of an employee’s assignments shall be aggregated for the purposes of determining all of the employee’s entitlements under this Award.

Hours of Duty

- (ii) The combined total number of ordinary hours worked under an employee’s multiple assignments will be in accordance with the provisions of Clause 4, Normal Duties, Part A (General).

- (iii) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in Clause 4, Normal Duties, Part A (General) they will be considered as a full time employee for the purposes of the Award and:
- (iv) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in (d) (ii) of this subclause, the provisions of Clause 13, Part Time Employment and Arrangements shall apply.

Leave

- (v) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (vi) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (b) of Clause 19 - Sick Leave.
- (vii) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in (d)(ii) of this subclause, the additional leave shall accrue from both assignments in accordance with the provisions of Clause 17A - Annual Leave.
- (viii) Service in all assignments will be recognised for the purposes of entitlements under Clause 22 - Maternity, Adoption and Parental Leave.
- (ix) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (x) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
 - 1. the position/s currently held
 - 2. the facility in which the existing position/s are worked
 - 3. the classification/s under which they are engaged in each position
 - 4. the number of ordinary hours worked in each position
 - 5. any regular additional hours that is worked in each position
 - 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (xi) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
 - 1. the position they have applied for
 - 2. the facility in which the proposed new assignment is to be worked
 - 3. the classification under which they would be engaged in the new assignment
 - 4. the number of ordinary hours to be worked in the proposed assignment
 - 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (xii) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (xiii) Before accepting any change in roster or undertaking additional hours that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require

employees to work additional hours where these will impact on the employee's roster in the other assignment without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Public Health Organisations

- (e) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (c) of this clause (regarding incremental progression) and:
- (i) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Staff Specialist who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (ii) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.
 - (iii) Service in all assignments will be aggregated for the purposes of calculating long service leave entitlements under the Award.
 - (iv) Service in all assignments will be recognised for the purposes of entitlements under Clause 22 - Maternity, Adoption and Parental Leave.
 - (v) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave as provided in Clause 20.
 - (vi) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
 - (vii) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (d) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

- (f) The employer and the Union agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (g) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (d) of this clause previously applied to then be subject to subclause (e) of this clause, subclause (d) of this clause shall continue to apply (to the exclusion of subclause (e) of this clause) to those assignments until one of them is terminated.

5. Salary

- (a) A full-time Staff Specialist will be paid the salary as set out in Schedule 1 of Part B, Monetary Rates, of this Award.
- (b) A Postgraduate Fellow will be paid the salary as set out in Schedule 1 Part B, Monetary Rates, of this Award.

- (c) A Staff Specialist will progress to the next incremental step on the anniversary date of his/her commencement as a Staff Specialist pursuant to clause 2, Definitions.
- (d) This clause does not preclude the Employer, at the Employer's sole discretion:
 - (i) initially appointing a Staff Specialist to a higher step within the Staff Specialist range; or
 - (ii) accelerating a Staff Specialist through the steps within the Staff Specialist range irrespective of the length service.

Such accelerated progression does not include the Senior Specialist rate, which can only be accessed by appointment to a Senior Specialist position, in accordance with the definition in clause 2, of this Award.
- (e) The weekly rate will be ascertained by dividing the annual salary by 52.17857.
- (f) The hourly rate for calculation of penalty rates will be 1/40th of the weekly rate.
- (g) Except as provided for elsewhere in this Award and other relevant industrial instruments, the salary set out in Part B, Schedule 1, Rates of Pay, of this Award will be full compensation for all aspects and hours of work.

6. Salary Sacrifice - Definition

For the purposes of clauses 7, 8, 9, 10 "salary sacrifice" means the reduction in legally payable salary and allowances in exchange for benefits provided by the Employer.

7. Salary Sacrifice

In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.

- (a) Subject to the other provisions of this clause, Staff Specialists may salary sacrifice from the range of benefits the Secretary of the NSW Ministry of Health and Federation agree upon from time to time.
- (b) Salary sacrifice arrangements must be formalized by an agreement between the Staff Specialist and the employer.
- (c) The salary sacrifice agreement must be prospective, that is, the agreement must be made prior to the commencement of the period of service to which the earnings relate.
- (d) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed.
- (e) The fringe benefits tax on the benefits chosen by the Staff Specialist that would have been payable except for the public hospital fringe benefit exemption status, will be calculated for each Staff Specialist who enters into a salary sacrifice arrangement. This amount will be divided equally between the Employer and the Staff Specialist.
- (f) Any fringe benefits tax applicable to the benefits packaged by a Staff Specialist will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (g) The administration cost of each salary sacrifice agreement will be shared equally by the Employer and the participating Staff Specialist. The Staff Specialist's share will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.

- (h) Subject to clause 9, the total amount sacrificed in any salary sacrifice agreement may be up to 100% of the Staff Specialist's superannuable salary.
- (i) Any allowance, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this Award or applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this Award.
- (j) Any pre-tax or post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. 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.

8. Salary Sacrifice for Superannuation

- (a) In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.
- (b) Consistent with the provisions of clause 7. Salary Sacrifice, a Staff Specialist may elect, subject to the agreement of the Staff Specialist's employer, to sacrifice a part or all of his/her superannuable salary to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to clause 9, the amount sacrificed may be up to 100% of the superannuable salary.
- (c) Where the Staff Specialist has elected to sacrifice a part or all of that superannuable salary to additional employer superannuation contributions:
 - (i) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (ii) Any allowance, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this Award or any applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this Award.
- (d) The Staff Specialist may elect to have the amount of superannuable salary which is sacrificed to additional 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 a Staff Specialist elects to salary sacrifice in terms of subclause (d) above, the employer will pay the specified amount into the relevant superannuation fund.

(f) Where the Staff Specialist 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 Staff Specialist's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the Staff Specialist'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 his/her superannuable salary to superannuation, a Staff Specialist had entered into an agreement with the 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 superannuable salary to the same extent as applied before the Staff Specialist 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.
- (h) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. 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.

9. Limitation on the Amount to be Sacrificed

If a Staff Specialist sacrifices under both clauses 7 and 8, the total amount to be sacrificed may be up to 100% of the superannuable salary.

10. Exclusions

For the individuals named in Part C, Schedule 1 to this Award, the provisions of clauses 6, 7, and 9 will be applied with certain modifications, while they remain in the positions they occupy as at 22 October 1999. The details of the modifications are set out in Schedule 1 of Part C, Other Matters of this Award. Those individuals who move to new positions or who elect to be removed from Schedule 1, Part C, Other Matters, will be entitled to the provisions of clauses 6, 7, and 9 without modification and will have no right of reversion to the previous provisions.

11. Managerial Allowance

- (a) It is an expectation that a certain level of management responsibility is an essential part of the duties of a Staff Specialist.
- (b) In addition to the salaries prescribed by this Award, a Staff Specialist required by the Employer to undertake additional responsibilities specifically associated with the management of a unit, department or service shall be paid an additional allowance as set out in Schedule 2, of Part B, to this Award.
- (c) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all, of the following:
 - (i) cost centre management including budget preparation and management of allocated budget
 - (ii) participation in planning and policy development

- (iii) responsibility for the co-ordination of research, training or teaching programs
- (iv) membership and participation in senior executive management teams
- (d) The Managerial Allowance at the Level 1 rate is payable to Staff Specialists who satisfy the criteria in (c) and who are specifically required by the Employer to undertake these additional managerial responsibilities. It is expected that a Staff Specialist receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff (including other Staff Specialists, Career Medical Officers and Junior Medical Officers where staff from these classifications are in the unit, service or department being managed), allocation of duties, approval of staff rosters, implementation of the provisions of clause 12 Performance Agreement in respect of other Staff Specialists in the unit, service or department being managed, monitoring of hours worked and other performance management matters. It is also expected that a Staff Specialist receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.
- (e) The Managerial Allowance at the Level 2 rate is payable to those Staff Specialists satisfying the criteria in (c) and (d) who, in the assessment of the Employer, have significant additional managerial responsibilities involving multiple units, services or departments, e.g. Divisional responsibility.
- (f) The Managerial Allowance at the Level 3 rate is payable to those Staff Specialists who, in addition to satisfying the criteria in (e), have a level of managerial responsibility deemed by the Employer to require an allowance at the Level 3 rate, e.g. Area-wide responsibility. It is recognised that managerial responsibilities at this level may not involve the duties at a Department or unit level outlined in (d).
- (g) The Managerial Allowances are not cumulative and are only payable for the period in which the Staff Specialist has been allocated the additional managerial responsibilities by the Employer.
- (h) Managerial allowances may be withdrawn with one month's notice by the Employer if it determines that it no longer requires the Staff Specialist to undertake the relevant managerial responsibilities. This subclause does not apply to Staff Specialists who have been appointed to a position where the managerial duties for which the allowance is paid are an intrinsic part of the substantive position.
- (i) The Managerial Allowances shall be paid during paid absences on approved leave, on termination of employment including voluntary redundancy (on the basis of pro rata the annual amount for each week of paid leave) and for superannuation.
- (j) The Employer may direct a Staff Specialist, as a condition of receiving the managerial allowance, to attend training intended to support and improve management skills and competencies.

12. Performance Agreement

- (a) Each full-time and part-time Staff Specialist will have a written annual Performance Agreement developed jointly by the Staff Specialist and his/her designated supervisor and signed by the Chief Executive (however called) of the relevant Public Health Organisation or his or her nominee. The standard format to be used for performance agreements is annexed to this Award.
- (b) The Performance Agreement will be developed and completed within one month of the offer of a draft performance agreement. A Staff Specialist who at the time of making of this Award does not have a written Performance Agreement, will develop and complete a Performance Agreement within one month of the offer of a draft performance agreement.
- (c) In the event that agreement is not reached within a further 2 weeks, the matter must be resolved in accordance with the provisions of clause 3, Issues Resolution of this Award.
- (d) The Staff Specialist and his/her designated supervisor will jointly review the Staff Specialist's performance under the Performance Agreement once in each 12 month period. Each review is to include an evaluation of the Staff Specialist's level of achievement of any specified service improvement objectives which are agreed between the Staff Specialist and his/her supervisor.

- (e) A Performance Agreement will include, but not necessarily be limited to, the following:

Details of the time and place that the normal duties are to be worked.

The nature of work to be performed during normal duties, (whether that is clinical, teaching, administrative, research, quality improvement or other activities).

The anticipated on call frequency and roster.

Any specific call back requirements.

Private billing expectations for Level 1 Staff Specialists.

Any agreement on the amount of time that the Staff Specialist will be released from Normal Duties e.g. to undertake college and other professional association activities.

Where appropriate, any financial, activity targets or health targets.

Specific commitments and standards from the Employer for the provision of clinical support, including staff, equipment, facilities and billing.

Expectations in respect of management responsibilities, quality improvement and clinical governance activities, post graduate and undergraduate teaching activities, continuing education, research, health outcomes.

Any part-time working arrangement in accordance with clause 13, of this Award or outside practice approvals in accordance with clause 15, of this Award.

- (f) The parties agree that clinical, research, teaching, administrative, quality improvement and managerial duties are important aspects of the Normal Duties of a staff specialist. The allocation of time to perform these duties will form part of the performance agreement process and be reviewed as part of the performance agreement review process.

13. Part-Time Employment and Arrangements

- (a) Staff Specialists covered by this Award may, with the approval of the Employer, work part-time with the Employer by entering into a written Part-time Working Arrangement which may be varied from time to time by agreement.
- (b) The minimum period of work under a part-time working arrangement is 0.1 full-time equivalent (FTE).
- (c) Part-time Working Arrangements can either be on an on-going basis or for a fixed term (with subsequent return to full-time hours for permanent Staff Specialists). The type of working arrangement must be specified in the Part-time Working Arrangement and if the arrangement is for a fixed term, then the period of time must also be specified.
- (d) Transfer from an on-going Part-time Working Arrangement to full-time employment, or early termination of a fixed term Part-time Working Arrangement (with consequential return to full-time employment for permanent Staff Specialists) must be by agreement between the Staff Specialist and the Employer and recorded in writing.
- (e) A Staff Specialist employed under a Part-time Agreement pursuant to this clause will be entitled to accrue all entitlements including salary on a proportionate basis to a Staff Specialist employed on a full-time basis.
- (f) A Staff Specialist who works pursuant to a Part-time Agreement will progress to the next incremental step every 12 months from the date of the Staff Specialists commencement of employment, provided the work performed by the Staff Specialist extraneous to the Part-time Agreement is commensurate with the

experience of a full-time Staff Specialist and is acceptable to the Employer. This subclause does not preclude accelerated progression.

- (g) Staff Specialists employed pursuant to a Part-time Working Arrangement must participate in the on-call roster to a reasonable extent. The on-call obligations of part-time Staff Specialists will be, wherever practicable, aligned to the part-time Staff Specialist's normal duties.
- (h) In determining reasonable on-call rosters for part-time Staff Specialists, consideration should be given to the level of on-call participation applicable to full-time and part-time Staff Specialists on the same on-call roster.
- (i) A Staff Specialist is required to provide a minimum notice period of three months when requesting the Employer's approval to reduce from full-time to part-time employment, or to reduce a fractional appointment. The Employer may consider a lesser period of notice of the request where pressing personal circumstances apply.

14. Work Location

- (a) Subject to the provisions of this clause, a Staff Specialist may be required by the Employer to work at any of the hospitals, institutions or other health services conducted by the relevant public health organisation.
- (b) Before a requirement under subclause (a) above is made, the Employer will ensure that:
 - (i) the Staff Specialist is consulted in regard to the proposal to require work at another location;
 - (ii) the duties are consistent with the Staff Specialist's area of specialty, expertise and seniority and the Labour Flexibility clause of this Award;
 - (iii) the travel requirements are reasonable having regard to:
 - (1) the number of work locations,
 - (2) the frequency of attendance at each work location,
 - (3) the distance of those work locations from the Staff Specialist's place of residence at the time the Staff Specialist accepted his/her offer of appointment as a Staff Specialist, and
 - (4) the travelling time normally involved in attending the place of work at the time of making this Award;
 - (iv) while it is generally expected that Staff Specialists will not be required to provide services at more than two locations, in particular specialties, geographic circumstances or networking arrangements, Staff Specialists may be required to provide services at more than two locations;
 - (v) a Staff Specialist required to work at another location will have access to the same parking arrangements as those provided to other Staff Specialists at that location and shall be reimbursed by the Employer for any additional parking fees or road tolls paid as a consequence of working at more than one location;
 - (vi) where on call duties are rostered, the Staff Specialist is capable of returning to the workplace within a reasonable timeframe for an emergency call back (a change of the Staff Specialist's place of residence does not exempt the Staff Specialist from the on call obligations established at the time of his or her appointment or the obligations in place at the time of the making of this Award);
 - (vii) wherever practicable, on-call obligations are aligned to the Staff Specialist's normal duties. There shall be no additional on call obligations placed upon a Staff Specialist by reason of any

requirement arising from this clause. In determining on-call rosters, consideration should be given to the level of on-call participation of other Staff Specialists on the same on-call roster;

- (viii) the letter of appointment and/or the performance agreement will specify the locations where the Staff Specialist will be required to provide services. Where the Employer requires a Staff Specialist to commence work at an additional location not specified in the letter of appointment/annual performance agreement, the Employer will give 3 months notice;
- (ix) regard is given to any family, carer or other personal responsibilities identified by the Staff Specialist so as to minimise any potential adverse impacts on those responsibilities;
- (x) a Staff Specialist required to work at another location will not be financially disadvantaged in regard to drawings, accounting fees for partnerships and reimbursement of medical indemnity payments made from the No.1 Account, as a result of any such requirement;
- (xi) the relevant factors for determining financial disadvantage will be:
 - (1) Drawings - percentage of maximum drawings paid to the Staff Specialist averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect;
 - (2) Accounting fees for partnerships - the accounting fees for partnerships reimbursement received by or paid on behalf of the Staff Specialist, relative to her/his partnership share, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect; and
 - (3) Medical indemnity payments - percentage of indemnity reimbursement received by or paid on behalf of the staff specialist relative to the amount claimed where any differential is as a result of insufficient funds available in the No.1 Account, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect.

Where financial disadvantage occurs in relation to drawings, accounting fees for partnerships and medical indemnity reimbursement in accordance with these comparators, the Employer will provide supplementary funding to fully alleviate the financial disadvantage.

The supplementary funding, when provided, will be for an initial period of five years. At the conclusion of the five year period, the supplementary funding may be continued by approval of the Secretary of the NSW Ministry of Health.

- (xii) adequate resources are made available to the Staff Specialist at the additional work location;
 - (xiii) the next annual performance review process will be the means of determining whether non-clinical time should be changed as a result of the requirement to work at another location;
 - (xiv) reporting lines are clearly specified for each location at which the Staff Specialist is required to work;
 - (xv) the requirement for a staff specialist to work at another location will not impose an unreasonable workload on the staff specialists remaining at the primary work location.
- (c) In the event that a Staff Specialist is required to work at an additional location and the Staff Specialist contends that the requirement is unreasonable and/or would have a harsh or unfair impact, the Staff Specialist may invoke the Issue Resolution clause of this Award.

- (d) These arrangements in no way proscribe the Employer's capacity to direct a Staff Specialist to temporarily work at a location other than the Staff Specialist's primary work location or locations where there is an emergency situation, subject to the Employer considering any personal circumstances that may be raised by the Staff Specialist.

15. Outside Practice and Other Business Activities

- (a) A full-time Staff Specialist must seek the Employer's approval to engage in medical practice, paid employment or other business activities otherwise than with the Employer.
- (b) Any such approval must be in writing, may be time limited, and must not conflict with the Staff Specialist's commitments to the Employer or obligations under the Code of Conduct issued by the Ministry of Health as varied from time to time.
- (c) Details of the proposed outside practice commitments, including the location, employer (if any), working times, duration of work, and any on-call commitments must be included in the request for approval.
- (d) Part-time staff specialists must notify the Employer of any outside practice (including services provided for another public health organisation or Division of the NSW Health Service). Where the Employer has identified a conflict of interest, or a significant risk of a conflict of interest or conflict with the employer's duty of care arising, and the staff member refuses to cease, or to make necessary adjustments to, his or her outside practice, the Employer may take action to resolve the conflict consistent with any applicable Ministry policies and the Code of Conduct as varied from time to time.
- (e) Subject to any commercial arrangement, a Staff Specialist is not to use any of the Employer's staff or property for activities associated with any outside practice they may undertake.
- (f) No outside practice is to be performed by a Staff Specialist during the span of hours designated for the performance of normal duties as applicable to him or her.

16. Postgraduate Fellow

- (a) Appointment as a post-graduate fellow will be limited to one year with eligibility for re-appointment on an annual basis for a maximum of 3 years unless there is specific agreement between the individual and the Employer for a lesser period.
- (b) Remuneration will be as outlined in Schedule 1 of Part B, Monetary Rates, of this Award.
- (c) Post-graduate fellows will be entitled to all other provisions of this Award as if they were appointed as a Staff Specialist, except for salary.

17. Annual Leave and Annual Leave Loading

A. Annual Leave

- (a) All Staff Specialists shall be allowed 5 weeks annual leave on full pay in respect of each 12 months service with the Employer plus 1 day on full pay in respect of each public holiday occurring within the period of such leave.
- (b) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award and who are required to work on Sundays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each shift so worked as follows:
- if 30 or more Sunday shifts have been worked - one week;
- if less than 30 have been worked - leave proportionately calculated on the basis of 40 hours leave for 30 such shifts worked.

- (c) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to the annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the Employer and the Staff Specialist be postponed for a further period not exceeding 6 months.
- (d) If the Staff Specialist and the Employer so agree, the annual leave or any such separate period may be taken wholly or partly in advance, before the Staff Specialist has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the 12 months in respect of which the annual leave or part thereof has been so taken.
- (e) Except as provided by this clause, payment shall not be made by the Employer to a Staff Specialist in lieu of any annual leave or part thereof nor shall any such payment be accepted by the Staff Specialist.
- (f) Subject to the provisions of the New South Wales *Annual Holidays Act* 1944, the Staff Specialist and the Employer should determine a mutually agreeable date from which annual leave is to be taken and unforeseen circumstances excepted, agreement should be reached two months prior to the commencement of the annual leave.
- (g) The Employer shall pay each Staff Specialist before entering upon annual leave his/her salary for the period of leave if requested by the Staff Specialist, otherwise, the payment will be made in the usual pay period.
- (h) Where the employment of a Staff Specialist is terminated, the Staff Specialist shall be entitled to receive proportionate payment for each completed month of service at the salary which such Staff Specialist is entitled under this Award.
- (i) Where the annual holiday under this clause or any part thereof has been taken in advance by a Staff Specialist pursuant to subclause (d) of this clause, and
 - (i) the employment of the Staff Specialist terminates before he/she has completed the year of employment in respect of which such annual holiday or any part was taken; and
 - (ii) the sum paid by the Employer to the Staff Specialist as ordinary pay for the annual holiday or any part so taken in advance exceeds the sum which the Employer is required to pay to the Staff Specialist under subclause (g) of this clause;the Employer shall not be liable to make any payment to the Staff Specialist under the said subclause (g) and, shall be entitled to deduct the amount of such excess from any remuneration payable to the Staff Specialist upon the termination of the employment.

B. Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties

- (a) Staff Specialists who become entitled to and take annual leave pursuant to Part A of this clause, shall be paid ordinary salary plus either:
 - (i) an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks ordinary salary, not exceeding the amount equivalent to 17.5% of four weeks ordinary salary for maximum salary of Clerk Grade 12 under the provisions of the Crown Employees (Administrative and Clerical Officers - Salaries 2007) Award varied from time to time; or
 - (ii) in the case of a Staff Specialist employed in a specialty or category specified in Part C, Schedule 3, to this Award who would have earned shift allowances and/or weekend penalties in excess of the amount of annual leave loading indicated in paragraph (a)(i) above, had he/she not taken annual leave; those shift allowances and weekend penalties relating to the ordinary time the Staff Specialist would have earned had he/she not taken

annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

- (b) In respect of a Staff Specialist who becomes entitled to take annual leave pursuant to subclause (a) of Part B, of this clause and takes that annual leave in broken periods; both the annual leave loading, and the maximum amount referred to in paragraph (a)(i) of Part B, of this clause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding the maximum amount calculated for the same broken period, is to be paid to the Staff Specialist in addition to ordinary salary for the period.
- (c) In respect of a Staff Specialist employed in a specialty or category specified in Part C, Schedule 3 of this Award, who becomes entitled to take annual leave pursuant to Part A, of this clause, and who takes that annual leave in broken periods, the entitlement to annual leave loading and the maximum amount are to be calculated in the same way as indicated in subclause (b) of Part B of this clause, for the period of annual leave being taken compared with the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the Staff Specialist in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in subclauses (a) (b) and (c) of Part B, of this clause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except provided for in subclause (f) of Part B, of this clause), and excludes allowances, penalty or disability rates, commission, bonuses or incentive payments etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to a Staff Specialist who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken wholly or partly in advance. Staff specialists employed in a specialty or category specified in Part C, Schedule 3, of this Award already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid annual leave loading under this subclause.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to a Staff Specialist who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement).
- (h) Upon retirement of a Staff Specialist or upon termination by the Employer of a Staff Specialist for any reason other than misconduct, the Staff Specialist shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to the annual leave been taken.
- (i) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays pursuant to subclause (b) of Part A of this clause, no annual leave loading is payable. Staff specialists employed in a specialty or category specified in Part C, Schedule 3, of this Award are to be paid, in addition to ordinary salary for such annual leave period/s the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave).

C. Pay out of Additional Accrued Annual Leave

- (a) The provisions of subclauses 17(A)(a) and 17(A)(b) above entitle Staff Specialists to paid annual leave additional to that available under clause 3(1)(b) of the *Annual Holidays Act 1944*, which is four weeks paid leave per annum. A Staff Specialist entitled to such additional paid annual leave can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave. This can include additional annual leave accrued through recognised prior service in a classification other than as a Staff Specialist, provided that such leave is additional to that available under clause 3(1)(b) of the *Annual Holidays Act 1944*.
- (b) Such salary for the period of additional leave paid out will be calculated in the manner detailed at subclause (g) below.
- (c) A Staff Specialist electing to be paid an amount equivalent to the value of such accrued additional annual leave in lieu of taking the additional leave shall make such request in writing, which for this purpose can include electronic requests.
- (d) Each election for cashing in additional leave shall be by way of a separate request. Payment shall be made provided the request is received by the employer with a minimum of four weeks' notice, with the payment being effected on the next usual pay day for that employee following the conclusion of such minimum notice.
- (e) An election to cash in additional leave is purely at the volition of the Staff Specialist.
- (f) The amount of accrued additional annual leave to be cashed in will be at the discretion of the requesting Staff Specialist, who may nominate a number of hours or days or weeks. Such nomination will be for a minimum of 40 hours/ five days/one week of additional annual leave.
- (g) Payment of accrued additional annual leave shall occur as follows:

- (i) Staff Specialists Level 1

Cashing in is at the rate that would have been otherwise payable if the annual leave was actually taken. This rate is the applicable salary as set out in Part B, Schedule 1, 'Salary Rates' of this Award, plus the Special Allowance and the Level 1 Private Practice Allowance specified in the Staff Specialists Determination, as varied from time to time.

Such payment will include those additional components considered salary for all purposes e.g. Managerial Allowance; Emergency Physician Allowance where payable to the Staff Specialist.

- (ii) Staff Specialists Levels 2 and 3

Cashing in is at the rate determined by the applicable salary as set out in Part B, Schedule 1, 'Salary Rates' of this Award, plus the Special Allowance, and the relevant Level 2 or Level 3 Private Practice Allowance specified in the Staff Specialists Determination, as varied from time to time, but does not include any drawing rights payable pursuant to the rights of private practice provisions of the Staff Specialists Determination.

Such payment will include those additional components considered salary for all purposes e.g. Managerial Allowance, where payable to the Staff Specialist.

- (iii) Staff Specialists Levels 4 and 5

Cashing in is at the rate determined by the applicable salary as set out in Part B, Schedule 1, 'Salary Rates' of this Award, plus the Special Allowance, as varied from time to time, but does not include any drawing rights payable pursuant to the rights of private practice provisions of the Staff Specialists Determination.

Such payment will include those additional components considered salary for all purposes e.g. Managerial Allowance, where payable to the Staff Specialist.

18. Long Service Leave

- (a) Entitlement and Accrual
- (i) After service for 7 years or more but not more than 10 years, a Staff Specialist is entitled to Long Service Leave, proportionate to his or her length of service, calculated at the rate of 2 months on full pay for 10 years served.
 - (ii) After service for more than 10 years, a Staff Specialist is entitled to Long Service Leave under paragraph (i) above in respect of the first 10 years and additional long service leave, proportionate to his or her length of service, calculated at the rate of 5 months on full pay for each 10 years served after the first 10 years.
- (b) Definition of Service
- (i) For the purposes of this clause:
 - (1) service shall mean continuous service with the Employer (as defined by this Award),
 - (2) continuous service shall have the same meaning as in Schedule 2 of the Government Sector Employment Regulation 2014 as varied from time to time,
 - (3) prior government service will be recognised in accordance with the provisions outlined in Schedule 2 of the Government Sector Employment Regulation 2014 as varied from time to time.
 - (ii) Broken periods of service with the Employer in one or more public health organisations shall count as service.
 - (iii) Service shall not include any period of leave without pay except in the case of Staff Specialists who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding 6 months taken after 22 August 1972.
- (c) Taking Long Service Leave
- (i) A staff specialist with an entitlement to long service leave may elect to access such entitlement:
 - (1) on full pay;
 - (2) on half pay; or
 - (3) on double pay.
 - (ii) When a Staff Specialist takes long service leave, the leave entitlement will be deducted on the following basis:
 - (1) a period of leave on full pay - the number of days so taken;
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - twice the number of days so taken.
 - (iii) If a public holiday occurs whilst a Staff Specialist is taking long service leave and the Staff Specialist would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.

- (iv) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Staff Specialist.
- (d) Payment on Termination
 - (i) On the termination of employment of a Staff Specialist with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Staff Specialist the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the Staff Specialist at the date of such termination.
 - (ii) Where a Staff Specialist who has acquired a right to long service leave, or after 5 years and less than seven years service, dies, the Staff Specialist's estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such Staff Specialist had his/her services been terminated as referred to in paragraph (d)(i) of this clause, and such monetary value shall be determined according to the salary payable to the Staff Specialist at the time of his/her death.
 - (iii) Where the services of a Staff Specialist with at least 5 years service but less than seven years service, are terminated by the Employer for any reason other than the Staff Specialist's serious and wilful misconduct, or by the Staff Specialist on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of 2 months long service leave for 10 years service.
- (e) Preservation of Rights to Long Service Leave
 - (i) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the commencement of this Award may have accrued or may be accruing to a Staff Specialist and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Award.
 - (ii) Where a Staff Specialist has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the Employer shall be entitled to debit such leave against any leave to which the Staff Specialist may be entitled pursuant to this clause.
- (f) Accrual of other entitlements whilst on long service leave
 - (i) During a period of long service leave on half pay, a Staff Specialist will continue to accrue at the full-time equivalent rate except for annual leave that will accrue at the rate of 50%.
 - (ii) During a period of long service leave on double pay, a Staff Specialist will continue to accrue at the full-time equivalent rate including annual leave which will accrue at the single time rate.

19. Sick Leave

A full-time Staff Specialist shall be entitled to sick leave on full pay calculated by allowing ten working days for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions;

- (a) the Employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the Employer or may require other satisfactory evidence of the sickness.
- (b) a Staff Specialist shall not be entitled to sick leave until after 3 months' continuous service.
- (c) a Staff Specialist shall not be entitled to sick leave on full pay for any period in respect of which such Staff Specialist is entitled to workers' compensation; provided, however, that the Employer shall pay to a Staff Specialist who has a sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. The Staff Specialist's sick leave entitlement under this

clause shall, for each week during which such difference is paid, be reduced by that proportion of 1 week which the difference paid bears to full pay.

- (d) for the purposes of this clause "service" means service in any of the positions covered by this Award, provided that any person who was employed by the Employer immediately prior to becoming a Staff Specialist in any position covered by this Award shall be entitled to add to his/her service under this Award the service that he/she has had under any other award/agreement covering his/her employment by the Employer provided that Staff Specialists who are employed by the Employer at the date of the commencement of this Award shall retain to their credit until exhausted, any accumulation of sick leave to their credit immediately prior to such date, and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.
- (e) The Employer shall not terminate the services of a Staff Specialist, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that a Staff Specialist is fit to continue in employment and the Staff Specialist refuses to resume duty.
- (f) If a dispute arises as to whether a Staff Specialist is fit to continue in employment, such dispute shall be addressed in accordance with clause 3, Issue Resolution.
- (g) An employee who ceases employment in one public health organisation and within two months of the last day of service commences employment in another public health organisation does not lose any accrued but untaken sick leave.

20. Family and Community Services Leave

- (a) General
 - (i) For the purpose of this clause relating to FACS leave:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
 - (ii) The appropriate Chief Executive or authorised delegate may grant FACS leave to a Staff Specialist:
 - (1) to provide care and/or support for sick members of the Staff Specialist's relatives or household; or
 - (2) for reasons related to the family responsibilities of the Staff Specialist (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the Staff Specialist (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where a Staff Specialist is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (iii) FACS leave replaces compassionate leave.
- (iv) A Staff Specialist is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(b) Entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to a Staff Specialist is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Staff Specialist since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) FACS leave is available to part-time Staff Specialists on a pro rata basis, based on the percentage of the full-time salary the Staff Specialist receives.

(c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to a Staff Specialist on the death of a relative or member of a household as defined in subclause (a)(i) of this clause.

(d) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant a Staff Specialist other leave entitlements for reasons related to family responsibilities or community service of the Staff Specialist.

A Staff Specialist may elect, with the consent of the Employer, to take annual leave; long service leave; or leave without pay.

20A. Family Violence Leave

- (a) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* as varied from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (b) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (c) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (d) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (e) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating

the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.

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

21. Personal/Carer's Leave

- (a) Use of sick leave to care for the person concerned - definitions

A person who needs the Staff Specialist's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the Staff Specialist; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) 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 and legal guardian), grandparent, grandchild or sibling of the Staff Specialist or spouse or de facto spouse of the Staff Specialist; or
- (iv) a same sex partner who lives with the Staff Specialist as the de facto partner of that Staff Specialist on a bona fide domestic basis; or
- (v) a relative of the Staff Specialist who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) Use of sick leave to care for the person concerned - entitlement
 - (i) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the Staff Specialist being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (a) of this clause.
 - (ii) A Staff Specialist with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by a Staff Specialist with responsibilities in relation to a person who needs their care and support.
 - (iv) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
 - (v) The Staff Specialist shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (vi) The Staff Specialist has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (vii) The Staff Specialist is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (viii) The Staff Specialist shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Staff Specialist, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Staff Specialist to give prior notice of absence, the Staff Specialist shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
 - (ix) In normal circumstances, the Staff Specialist must not take leave under this part where another person has taken leave to care for the same person.
- (c) Use of other leave entitlements

A Staff Specialist may elect, with the consent of the Employer, to take:

- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. A Staff Specialist and the Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. A Staff Specialist may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (ii) long service leave; or
 - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of this clause.
- (d) Use of make-up time
- (i) A Staff Specialist may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Staff Specialist takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of normal duties hours defined in clause 4 of this Award, at the ordinary rate of pay.
 - (ii) A Staff Specialist on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Staff Specialist takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

22. Maternity, Adoption and Parental Leave

A. Maternity Leave

(a) Eligibility

To be eligible for paid maternity leave a full-time or part-time Staff Specialist must have completed at least 40 weeks continuous service prior to the expected date of birth.

A Staff Specialist who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

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

(b) Portability of Service 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 a Staff Specialist's eligibility to receive paid maternity leave. For example, where a Staff Specialist moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

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

- (i) service was on a full-time or part-time basis;
- (ii) cessation of service with the former government sector agency was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (iii) the Staff Specialist commences duty with the Employer within two months of ceasing employment with the former government sector agency. Where there is such a break in service, such break will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(c) Entitlement to Paid Maternity Leave

An eligible Staff Specialist is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for a Staff Specialist to take this period off work. However, if a Staff Specialist decides to work during the nine weeks prior to the date of birth it is subject to the Staff Specialist being able to satisfactorily perform the full range of normal duties.

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 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 a Staff Specialist to remain on full pay for that period.

(d) Unpaid Maternity Leave

(i) Full-time and part-time Staff Specialists who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(ii) Full-time and part-time Staff Specialists who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(e) Applications

A Staff Specialist who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(f) Variation after Commencement of Leave

After commencing maternity leave, a Staff Specialist may vary the period of her maternity leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen days' before the start of the extended period. The Employer may accept less notice if convenient.

A Staff Specialist may extend the period of maternity leave at any time with the agreement of the Employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of a Staff Specialist on maternity leave must be informed that the Staff Specialist has the right to return to her former position. Additionally, since a Staff Specialist 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 Staff Specialist elects to return to duty, whichever occurs first.

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

When the Staff Specialist has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service 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, sick leave and long service leave.

Except in the case of Staff Specialists who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the Staff Specialist has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. 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.

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

If, because of an illness associated with her pregnancy a Staff Specialist 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 sick leave without pay.

Where a Staff Specialist is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The Staff Specialist then commences maternity leave with the normal provisions applying.

(j) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, a Staff Specialist cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the *Industrial Relations Act* 1996. A position to which a Staff Specialist is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(k) Miscarriages

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

(l) Stillbirth

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

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

A Staff Specialist who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should a Staff Specialist return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(n) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act* 1996, a Staff Specialist returning from maternity leave has the right to resume her former position.

Where this position no longer exists the Staff Specialist is entitled to be placed in a position nearest in status and salary to that of her former position and to which the Staff Specialist is capable or qualified.

(o) Further Pregnancy While on Maternity Leave

Where a Staff Specialist becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If a Staff Specialist 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

A Staff Specialist who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (d)(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).

A Staff Specialist 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 full-time rate for the subsequent period of maternity leave.

A Staff Specialist 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.

B. Adoption Leave

(a) Eligibility

All full-time and part-time Staff Specialists who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full-time or part-time Staff Specialist must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

A Staff Specialist who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act (NSW) 1987* as varied from time to time.

(b) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(c) Entitlement

(i) Paid Adoption Leave

Eligible Staff Specialists are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid: -

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight 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 a Staff Specialist to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible Staff Specialists are entitled to unpaid adoption leave as follows:

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

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

(d) Applications

Due to the fact that a Staff Specialist may be given little notice of the date of taking custody of a child, Staff Specialists 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. This will allow arrangements associated with the adoption leave to be made.

(e) Variation after Commencement of Leave

After commencing adoption leave, a Staff Specialist may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although the Employer may accept less notice if convenient.

(f) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(h) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(a) Eligibility

To be eligible for parental leave a full-time or part-time Staff Specialist must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

A Staff Specialist who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or

- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act (NSW) 1987* as varied from time to time.

(b) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(c) Entitlements

Eligible Staff Specialists 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), and
- (ii) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (iii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
 - at the Staff Specialists ordinary rate of pay for a period not exceeding one week on full pay, or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iv) Extended parental leave cannot be taken at the same time as the Staff Specialist's spouse or partner is on maternity or adoption leave except as provided for in subclause (a)(i) of Part D Right to Request of this clause.

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

(d) Applications

A Staff Specialist 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.

- (i) In the case of extended parental leave, the Staff Specialist should give written notice of the intention to take the leave.
- (ii) The Staff Specialist must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the Staff Specialist. In such an instance, the Staff Specialist should notify the employer as early as practicable.
- (iii) The Staff Specialist 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 Staff Specialist must, before the start of leave, provide a statutory declaration by the Staff Specialist stating:

- (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (e) Variation after Commencement of Leave -
- After commencing parental leave, a Staff Specialist may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although the Employer may accept less notice if convenient.
- (f) Effect of Parental Leave on Accrual of Leave, Increments etc.
- As per maternity leave conditions.
- (g) Right to Return to Previous Position
- As per maternity leave conditions.

D. Right to Request

- (a) A Staff Specialist entitled to maternity, adoption or parental leave may request the Employer to allow the Staff Specialist:
- (i) to extend the period of simultaneous maternity, adoption or 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;
- to assist the Staff Specialist in reconciling work and parental responsibilities.
- (b) The Employer shall consider the request having regard to the Staff Specialist's circumstances and, provided the request is genuinely based on the Staff Specialist'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 Staff Specialist's request and the Employer's decision made under paragraphs (a)(ii) and (iii) must be recorded in writing.
- (d) Where a Staff Specialist wishes to make a request under paragraph (a)(iii):
- (i) the Staff Specialist 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 Staff Specialist's full-time hours of work i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (iv) Staff Specialists who return from leave under this arrangement remain full-time Staff Specialists.

E. Communication During Leave

- (a) Where a Staff Specialist 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 Staff Specialist held before commencing the leave; and
 - (ii) provide an opportunity for the Staff Specialist to discuss any significant effect the change will have on the status or responsibility level of the position the Staff Specialist held before commencing the leave.
- (b) The Staff Specialist shall take reasonable steps to inform the Employer about any significant matter that will affect the Staff Specialist's decision regarding the duration of the leave to be taken, whether the Staff Specialist intends to return to work and whether the Staff Specialist intends to request to return to work on a part-time basis.
- (c) The Staff Specialist 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).

NOTE:

- (a) Where a temporary Staff Specialist is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

The Employer must not fail to re-engage a temporary Staff Specialist because:

the Staff Specialist or Staff Specialist's spouse is pregnant; or

the Staff Specialist is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of temporary Staff Specialists are not affected, other than in accordance with this clause.

- (b) **Liability for Superannuation Contributions**

During a period of unpaid maternity, adoption or parental leave, the Staff Specialist will not be required to meet the employer's superannuation liability.

22A. Lactation Breaks

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) 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.
- (g) 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.

23. Telephones

A Staff Specialist required by the Employer to have a telephone for the purposes of official duty at his/her home address shall, on presenting an account relating to that telephone be reimbursed -

- (a) three-quarters of the cost of the rental of the telephone; and
- (b) the cost of all official STD telephone calls or its equivalent.

No payment for residential fixed telephone will be made where the Employer has issued a mobile phone to the Staff Specialist (unless the Staff Specialist resides in an area with no mobile phone coverage).

24. Office, Secretarial and Administrative Support

Staff Specialists will have access to such office, secretarial and administrative support as may be reasonably necessary to undertake the requirements of the position.

25. Specialist Medical Administrators

- (a) Where the Employer determines that Fellowship of the Royal Australian College of Medical Administrators is an essential requirement for appointment to a position, the holder of that position will be appointed as a Staff Specialist in accordance with the arrangements set out below.
- (b) Pursuant to clause 5(c) of this Award, Staff Specialists appointed in accordance with this clause will progress to the next incremental step, up to and including Year 5, on the anniversary date of his/her commencement.
- (c) Appointment or progression to Senior Staff Specialist grade may occur when the Employer requires the Staff Specialist to have duties and responsibilities:
 - (i) across a Local Health District/Network; or
 - (ii) involving management of multiple services, units or department across two (2) or more facilities.
- (d) Specialist Medical Administrators paid in accordance with this clause are not entitled to the provisions of clause 11, Managerial Allowance.
- (e) Except as otherwise provided, Staff Specialists paid in accordance with this clause are entitled to the terms and conditions of employment applicable to Staff Specialists. Staff Specialists paid in accordance with this clause are not entitled to the terms and conditions of employment applicable to medical superintendents.

26. Labour Flexibility

- (a) The Employer may direct a Staff Specialist to carry out such duties as are reasonable, and within the limits of the Staff Specialist's skill, competence and training consistent with his/her classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (b) The Employer may direct a Staff Specialist to carry out such duties and use such equipment as may be required provided that the Staff Specialist has been properly trained or has otherwise acquired the necessary skills in the use of and equipment.
- (c) Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

27. 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 a Staff Specialist because the Staff Specialist 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.

28. Underpayment and Overpayment of Salaries

The following process will apply once the issue of underpayment or overpayment is substantiated.

- (a) Underpayment:
 - (i) 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;
 - (ii) 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.

- (b) Overpayment
- (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in paragraph (b)(iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (v) 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 paragraph (b)(iii) 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.

29. Monthly Leave Return

Each Staff Specialist is required to provide a signed monthly leave return showing any leave taken in the previous month, to be certified by the relevant unit or service manager or the relevant hospital executive director/general manager.

30. Consultation Regarding Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Union and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
 - i. termination of employment;
 - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - iv. the alteration of hours of work for a class or group of employees; or
 - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees and, shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the

employer, the Ministry of Health or the Secretary of the Ministry of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the GIPA Act).

- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Clause 22E, of this Award.
- (f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

31. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014* (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

32. Area, Incidence and Duration

- (a) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The wage rates and allowances as outlined in the tables in Part B, Monetary Rates, will apply from the first full pay period on or after 1 July 2022.
- (b) This Award rescinds and replaces the Staff Specialists (State) Award 2021 published 8 April 2022 (391 I.G. 924) and all variations thereof.
- (c) This Award shall apply to all Staff Specialists as defined in clause 2, Definitions, of this Award.

PART B - MONETARY RATES

In the period 1 July 2022 to the commencement of the first full pay period on or after 1 July 2022, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2022.

SCHEDULE 1 - STAFF SPECIALISTS SALARY RATES

Staff Specialist	Frequency	Rates from first pay period on or after 01-Jul-2022 \$
Staff Specialists		
1	Annual	179,078
2	Annual	189,550
3	Annual	200,016
4	Annual	210,513
5	Annual	220,986
Senior	Annual	241,940
Postgraduate Fellow		
Postgraduate Fellow	Annual	208,018

SCHEDULE 2 - ALLOWANCES

Managerial Allowances	Allowance Description	Frequency	Rates from first pay period on or after 01 July 2022 \$
Level 1	Managerial Allowance	Annual	24,838
Level 2	Managerial Allowance	Annual	43,469
Level 3	Managerial Allowance	Annual	62,097

PART C - OTHER MATTERS**SCHEDULE 1****SECTION A**

1. List of individuals

The following individuals shall be entitled to the provisions of clauses 6, 7, and 9 of this Award with certain modifications, as set out below

Dr Peter Gale
 Dr David Kirkpatrick
 Dr Garry Nieuwkamp
 Dr Martin Pallas
 Dr Philip Watt
 Dr David York

2. Election rights

(a) An individual named in paragraph 1 above may elect to access either: -

Option 1 - the provisions set out in paragraph 3 below, i.e. a modified form of the provisions of clauses 6, 7, and 9 of this Award; or,

Option 2 - on the condition that he/she forfeits the right to his/her existing motor vehicle arrangement, the provisions of clauses 6, 7, and 9 of this Award without modification.

(b) This election may be exercised prior to each salary sacrifice review date.

(c) Subject to:

(i) the conditions outlined in paragraph 3 below; and,

(ii) remaining in his/her current position (as at 22 October 1999); and,

(iii) retaining an entitlement to payment of the abnormal hours or managerial allowance (as the case may be);

an individual who elects Option 1 will be able to continue to trade the relevant allowance (abnormal hours or managerial) for the provision of a motor vehicle for full private and business use. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

- (d) An individual who elects to access Option 2 will have no right of reversion to the existing motor vehicle arrangement. The parties agree that such an individual will be deemed to have had his/her name deleted from the list in paragraph 1 above until such time as the Award is varied to reflect that election.

3. Modifications

If an individual elects Option 1 in paragraph 2 above he/she may access the provisions of clauses 6, 7 and 9 of the Award subject to an additional contribution being made to the Employer in accordance with the following.

Each individual who elects Option 1 in paragraph 2 above shall contribute an amount equivalent to 55% of the average FBT liability for the motor vehicles provided as calculated for those individuals participating in this option. Such calculation is to be based on the assumption that each individual is packaging the maximum permissible FBT exempt amount. This FBT calculation shall be made at the end of each FBT year and shall be applied to contributions for the following year.

SECTION B

1. List of individuals

The following individuals shall be entitled to the provisions of clauses 6, 7, 8 and 9 of this Award with certain modifications, as set out below.

Dr Richard Burstal	Dr Adarsh Gill
Dr William Saul	Dr Ross Kerridge
	Dr Christopher Wake

2. Modifications

The individuals listed immediately above shall be entitled to the provisions of clauses 6-9 of the Award. In addition, whilst ever these individuals remain in their current positions (as at 22 October 1999) and retain an entitlement to payment of the abnormal hours allowance or managerial allowance (as the case may be), they shall be entitled to continue the current arrangements approved by the Secretary of the NSW Ministry of Health under which they forego payment of the abnormal hours allowance or managerial allowance (as the case may be), receive a motor vehicle under SES provisions and pay the difference up to the SES motor vehicle contribution rate. This entitlement is subject to payment of the full amount of fringe benefits tax payable by SES officers, i.e. the FBT exemption will not be shared between the Employer and the Staff Specialist. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

SCHEDULE 2 - RECOGNISED AUSTRALASIAN SPECIALIST COLLEGES

Royal Australasian College of Surgeons

Royal Australasian College of Physicians

- Adult Medicine Division
- Australasian Chapter of Addiction Medicine
- Australasian Chapter of Palliative Medicine
- Australasian Chapter of Sexual Health Medicine
- Australasian Faculty of Public Health Medicine
- Australasian Faculty of Rehabilitation Medicine
- Australasian Faculty of Occupational and Environmental Medicine
- Paediatrics and Child Health Division
- Chapter of Community Child Health

Royal Australasian College of Medical Administrators

Royal Australian and New Zealand College of Obstetricians and Gynaecologists

Royal Australian and New Zealand College of Ophthalmologists

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

- Faculty of Radiation Oncology

Royal College of Pathologists of Australasia

Australian and New Zealand College of Anaesthetists

- Faculty of Pain Medicine

Australasian College of Dermatologists

College of Intensive Care Medicine of Australia and New Zealand

Australasian College for Emergency Medicine

Australasian College of Sports Physicians

SCHEDULE 3 - SPECIALTIES OR CATEGORIES OF POSITIONS COVERED BY CLAUSE 4 (D)

- (i) Emergency medicine

ANNEXURE

PRO FORMA STAFF SPECIALIST PERFORMANCE AGREEMENT
Name of Staff Specialist:
Name of Supervisor:
Date:
Work location(s):
Allocation of time at location(s):
Full-time or part-time:
Days on which normal duties are worked:
Nature of work to be performed during normal duties and time allocated:
Clinical:
Teaching:
Administrative:
Research:
Quality improvement:

Other:
Part-time Working Arrangement (Yes/No): attach approval if applicable
Outside practice (Yes/No): attach approval if applicable
Anticipated on call frequency and roster:
Any specific call-back requirements:
Agreed College or other professional association activities (include estimate of time spent):
Billing expectations (Level 1 only): (NB: categories of patients, clinics, etc, not financial targets.)
Financial, activity or health targets (where appropriate):
Specific commitments and standards from the Employer for the provision of: Clinical Support: Staff: Equipment: Facilities: Billing:
Expectations in respect of: Management responsibilities: Quality improvement/clinical governance: Teaching activities: Continuing education:

Research: Health outcomes:
Twelve month review: Evaluation of level of achievement by supervisor: Signature:
Comments by Staff Specialist: Signature:
Signature of Chief Executive of the relevant public health organisation (or his/her nominee) Signature:

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

BROKEN HILL CITY COUNCIL CONSENT AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 120883 of 2021)

Before Commissioner Sloan

13 December 2021

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Statement of Intent
3.	Definitions
4.	Area, Incidence and Duration
5.	Anti-Discrimination
6.	Hours of Work - General Provisions
7.	Ordinary Hours of Work for Employees Engaged prior to 21 December 2015
7A.	Saturday and Sunday Work for Employees Engaged prior to 21 December 2015
8.	Ordinary Hours for Employees Engaged on or after 21 December 2015
8A.	Saturday and Sunday Work for Employees Engaged on or after 21 December 2015
9.	Shift Work
10.	Starting Point
11.	Garaging
12.	Part Time Employees
13.	Casual Employees
14.	Overtime
14A.	On Call Allowance
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15.	Meal Breaks
16.	Annualised Salary Agreements (ASA)
17.	Council Agreements
18.	Trainees
19.	Skills Based System of Pay and Rates of Pay
20.	Skill Descriptors
20.	Annual Assessment and Progression Rules
21.	Allowances and Reimbursements
22.	Use of Skills
23.	Salary Packaging and Sacrifice
24.	Superannuation
25.	Payment of Employees
26.	Annual Leave - General Provisions
27.	Annual Leave - Employees Engaged prior to 21 December 2015

28. Annual Leave - Employees Engaged on or after 21 December 2015
29. Long Service Leave
30. Sick Leave
31. Carer's Leave
32. Bereavement Leave
33. Parental Leave
34. Paid Maternity Leave
35. Leave Without Pay
36. Family and Domestic Violence Leave
37. Flexibility for Work and Family Responsibilities
38. Public Holidays
39. Trade Union Training Leave
40. Trade Union Conference Leave
41. Jury Service Leave
42. Army Reserve Training
43. Consultative Committee Aim
44. Dispute Resolution Procedure
45. Termination of Employment
46. Redundancy - General Application, Process and Consultation
47. Redundancy - Employees Engaged prior to 21 December 2015
48. Redundancy - Employees Engaged on or after 21 December 2015
49. Work, Health and Safety
50. Labour Hire and Contract Businesses
51. Outsourcing
52. Accident Pay
53. Further Education
55. Leave Reserved and No Further Claims

SCHEDULES

Schedule 1 - Weekly Rates of pay

Schedule 2 - Allowances

Schedule 3 - Progression guidelines

PART 1

APPLICATION AND OPERATION OF THIS AWARD

1. Title

This Award is the Broken Hill City Council Consent Award 2018.

2. Statement of Intent

The parties to the Award are committed to cooperate in a positive manner to increase the productivity, structural efficiency, financial sustainability and competitiveness of Local Government service provision within Broken Hill and to provide employees with access to fulfilling and varied work by providing measures to, for instance:

Ensure the efficient delivery of quality services to the community;

Improve knowledge and skill levels;

Establish skill related career paths;

Eliminate impediments to multiskilling and broaden the range of tasks which an employee may be required to perform;

Eliminate discrimination;

Maintain rates of pay, conditions and hours which are fair, equitable and competitive;

Ensure and facilitate flexible work practices;

Encourage innovation and continuous improvement; and

Promote cooperation and open communication and change management

3. Definitions

In this Award, unless the contrary intention appears:

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"ASA" means Annualised Salary Agreement and operates in accordance with Clause 16 of this Award.

"Award" means the Broken Hill City Council Consent Award 2018.

"Council" means the Broken Hill City Council.

"Employee" means a person employed by Broken Hill City Council.

"Ordinary pay" means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay will include, and not be limited to the following penalties and allowances where they are regularly received.

Saturday, Sunday and shift penalties;

Tool allowances;

On call allowance;

First Aid allowance; and

Community language and signing work allowances.

Overtime payments and all other allowances will be excluded from the composition of ordinary pay.

"Salaried Office Employee" means an employee engaged in one of the following functions:

Administration;

Building Surveying;

Engineering (Professional);

Executive Band;

Finance;

Health Surveying;

Library;

Public Relations;
Technical Services;
Tourism; and
Town Planning.

"Union" means the means the Barrier Industrial Council (BIC) and its affiliated unions: the Broken Hill Federated Municipal Employees Union (BHMEU), the Construction, Forestry, Mining, Energy & Union (Mining and Energy Division) NSW South Western District (CFMEU), New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU).

"Wages Employee" means an employee engaged in any functions not otherwise specified in the definition of salaried office employee.

4. Area, Incidence and Duration

- 4.1 This Award will apply to all employees of Broken Hill City Council, excluding those employees defined as senior staff by the *Local Government Act 1993* (NSW).
- 4.2 This Award will rescind and replace the Broken Hill City Council Consent Award 2015 published 24 January 2020 (386 I.G. 1) and all variations of that Award.
- 4.3 This Award will take effect from 13 December 2021 and will remain in force until 1 December 2021.
- 4.4 In Schedule 1 the Award provides for a 2.75% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2019.
- 4.5 In Schedule 1 the Award provides for a 2.75% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2020.
- 4.6 In Schedule 1 the Award provides for a 2.75% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2021
- 4.7 This award will be made by the Industrial Relations Commission of New South Wales and be known as the Broken Hill City Council Consent Award 2018. The parties to the Award are as follows:

Broken Hill City Council;

The Barrier Industrial Council;

Broken Hill Federated Municipal Employees Union;

The Construction, Forestry, Mining and Energy Union (NSW South Western District); and

The United Services Union.

5. Anti-Discrimination

- 5.1 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.
- 5.2 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.

- 5.3 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.
- 5.4 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.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

PART 2

HOURS OF WORK, OVERTIME AND RELATED MATTERS

6. Hours of Work - General Provisions

- 6.1 Employment with Council is subject to the satisfactory completion of a probationary period.
- (a) The probationary period will be for three (3) months duration; however Council may require a maximum period of six (6) months for employees above Grade 16 (Band 3 Level 2).
 - (b) During the probation period, employees will be provided with the appropriate training and instruction to enable them to perform the duties and functions of the position.
 - (c) During the probation period the employee will be advised of any areas of concern and expected performance outcomes.
 - (d) At the successful conclusion of the probation period, the employee will be offered a permanent position by Council in accordance with the employee's original appointment status, i.e. in a full-time or part-time capacity.
- 6.2 The ordinary hours of work for full time Salaried Office Employee will be 70 per fortnight.
- 6.3 The ordinary hours of work for full time Wages employees will be no more than 76 hours per fortnight.

- 6.4 Employees shall be entitled to a rostered day off once in every two (2) week period.
- (a) It is essential that all employees working a nine (9) day fortnight be aware that the first priority is the maintenance of acceptable work flows. Accordingly, there will need to be co-operation between Council employees and managers in the planning of rostered working days so that adequate staff resources are available to all time to service public needs as well as providing interdepartmental office communication and services.
 - (b) Rosters are to be prepared by managers and/or departmental heads at least two weeks in advance.
 - (c) When a public holiday clashes with a rostered day off, the general rule will be to take the next working day as a rostered day off.
 - (d) Approval to accumulate rostered days off may be granted in special circumstances by the employee's manager and/or departmental head.

7. Ordinary Hours of Work for Employees Engaged prior to 21 December 2015

- 7.1 A Salaried Office employee engaged prior to 21 December 2015 will continue to commence at 8.30am and finish at 5.00pm and work for 7 hours and 46 minutes exclusive of a 44 minute unpaid meal break.
- 7.2 A Wages employee engaged prior to 21 December 2015 will continue to commence at 7.00am and finish at 3.26pm and work for 8 hours and 26 minutes inclusive of a paid meal break.
- 7.3 Notwithstanding subclauses 7.1 and 7.2, an employee engaged prior to 21 December 2015 may alter their commencement and/or finishing times by agreement. Such agreement must be in writing and be genuine with no compulsion to agree.
- 7.4 Where Council seeks to vary an employee's commencement and finishing times outside the span of hours of 6am to 6pm there must be prior agreement with the employee and Council, in consultation with the union.
- 7.5 Except as otherwise provided, the ordinary hours for all employees will be between Monday and Friday.

7A. Saturday and Sunday Work for Employees Engaged prior to 21 December 2015

- 7.6 The ordinary hours for employees engaged in the following functions and positions will be between Monday and Sunday:
- (a) Council's Visitor Information Centre;
 - (b) The Library;
 - (c) The Entertainment Centre;
 - (d) The Geo Centre;
 - (e) The Art Gallery;
 - (f) Waste Services including Street sweeping;
 - (g) Pool Attendants;
 - (h) Pool Cleaners;
 - (i) Airport Reporting Officers;
 - (j) Dog Control Officers; and

- (k) The Living Desert Rangers.
- 7.7 Except as otherwise provided, ordinary hours worked by a full time or permanent part time employee at the Visitors Information Centre, Library, Entertainment Centre, Geo Centre and Art Gallery on a Saturday will attract a 25% penalty in addition to the ordinary hourly rate of pay. Ordinary hours worked on a Sunday will attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 7.8 Ordinary hours worked on a Saturday or a Sunday by Waste Service Employees will attract a 50% penalty for work between midnight on Friday and midnight Saturday, and a 100% penalty for work between midnight on Saturday and midnight on Sunday. Where a full time or part time Waste Service employee who works ordinary hours on the weekends is in receipt of an over-award payment, they will not receive the penalty.
- 7.9 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
- (b) Council and the Union will not unreasonably withhold agreement to such a request;
- (c) Any such agreement will not apply to new or vacant positions;
- (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council will not be required to pay the penalty rate prescribed by sub-clauses 7.8, and 7.9
- 7.10 Where an employee and Council agree, an employee engaged prior to 1 November 2015 may request to be permanently transferred to a Monday to Sunday spread and where such a request is agreed, the employee will be entitled to receive the penalties in accordance with sub-clause 7.8 and 7.9.
- 7.11 Where an employee engaged prior to 21 December 2015 applies for and is successful in a vacant or new position in any of the functions listed in 8.7, they will receive the penalties in accordance with sub-clauses 8.8, 8.9 and 8.10.

8. Ordinary Hours for Employees Engaged on or after 21 December 2015

- 8.1 The ordinary hours of work for full time Salaried Office Employee will be 70 per fortnight.
- 8.2 The ordinary hours of work for full time Wages employees will be no more than 76 hours per fortnight.
- 8.3 A salaried office employee will be entitled to an unpaid meal break of 44 minutes.
- 8.4 A wages employee will be entitled to a paid 26 minute meal break.
- 8.5 The ordinary hours will not exceed 10 in any one day inclusive of paid/unpaid meal breaks and will, except as otherwise provided, be worked between 6am and 6pm.
- 8.6 Except as otherwise provided, the ordinary hours for all employees will be between Monday and Friday.
- 8.7 The ordinary hours for employees engaged in the following functions will be between Monday and Sunday:
- (a) Tourism Services, including the Visitor Information Centre;
- (b) Entertainment Services, including Entertainment Centre operations, Hospitality;

- (c) Cultural Services, including Geo Centre employees, Art Gallery employees, Library and Living Desert Ranger;
- (d) Waste Services;
- (e) Aquatic facilities, including pool attendants/ cleaners;
- (f) Airport staff including Airport reporting officer;
- (g) Rangers/ Enforcement Officers;
- (h) Parks and Open Spaces;
- (i) Crematorium and Cemetery;
- (j) Trade functions;
- (k) Road construction and maintenance;
- (l) Cleaning.

8A. Saturday and Sunday Work for Employees Engaged on or after 21 December 2015

- 8.8 Except as otherwise provided, ordinary hours worked by full time and permanent part time employees employed in Tourism and Cultural services, Aquatic facilities, Ranger/ Enforcement Officers and Entertainment Services on a Saturday will attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday will attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 8.9 Ordinary hours worked on a Saturday or a Sunday by Waste Services, Parks and Open Spaces, Crematorium and Cemetery, Trade Functions, Road Construction and Maintenance; Airport Staff and Cleaning employees will attract a 50% penalty for work between midnight Friday and midnight Saturday and a 100% penalty for work between midnight Saturday and midnight Sunday.
- 8.10 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
 - (b) Council and the Union will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement will not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council will not be required to pay the penalty rate prescribed by sub-clauses 8.8, 8.9 and 8.10

9. Shift Work

- 9.1 Except as otherwise provided ordinary hours worked by employees, outside the span referred to in subclause 6.4 will attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span.
- 9.3 Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Cleaners	5.00am to 9.00pm
Entertainment Services (including Entertainment Centre Operations, Hospitality)	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Aquatic facilities	5.00am to 9.00pm
Living Desert Ranger	6.00am to 9.00pm

- 9.4 Shift penalties will be payable for ordinary work performed between Monday and Friday and will not be paid on weekends.
- 9.5 An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in sub-clauses 9.1, 9.2 and 9.3 in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
 - (b) Council and the Union will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement will not then apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours under the provisions of this sub-clause, Council will not be required to pay a shift penalty for the actual time worked.

10. Starting Point

- 10.1 All employees will start and finish at the various council depots and facilities. Employees may be required to start and finish at the work site if practical.

11. Garaging

- 11.1 All time necessary in garaging of machines will be included in Council's time.

12. Part Time Employees

- 12.1 A part-time employee will mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with subclauses 6.2 and 6.3 of the Award.
- 12.2 Prior to commencing part-time work Council and the employee will agree upon the conditions of work including:
- (a) The hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award.
- 12.3 The conditions may also stipulate the period of part-time employment and may be varied by consent.
- 12.4 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by Council.
- 12.5 Unless otherwise provided where a public holiday falls on a day where a part-time employee would have regularly worked the employee will be paid for the hours normally worked on that day.

- 12.6 By agreement a part-time employee may work more than their regular number of hours at the ordinary hourly rate. The maximum amount of hours that a part-time employee may work at the ordinary hourly rate is the hours prescribed by sub-clauses 6.2 and 6.3.
- 12.7 Part-time employees will receive all conditions prescribed by the Award on a pro rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

13. Casual Employees

- 13.1 A casual employee will mean an employee engaged on a day to day basis.
- 13.2 A casual employee will be paid for a minimum of three hours, for each engagement, except for attendance at scheduled employee or team meetings, for which payment will be made at the appropriate rate for time actually worked, with a minimum of one (1) hour.
- 13.3 A casual employee will be paid the hourly rate for ordinary hours worked.
- 13.4 A casual employee will be entitled to a 25 per cent loading, calculated on the ordinary hourly rate. This loading will not attract any penalty. This loading will be paid in lieu of all leave and severance pay, except paid maternity leave. Casual loading is not payable on overtime.
- 13.5 A casual employee may work a maximum amount of hours as prescribed by sub-clauses 6.2 and 6.3 at ordinary time. Overtime will be paid where a casual employee works outside the ordinary hours for the position. In cases where there are no ordinary hours for the position, overtime will be paid for the hours worked in excess of those prescribed in sub-clauses 6.2 and 6.3.
- 13.6 Subject to the reasonable overtime provisions of sub-clause 14.1, a casual employee will not be offered to work overtime in a position held by an employee of Council, if the employee of Council is available to work that overtime.
- 13.7 Casual employees who work on Saturday and/or Sunday are entitled to the penalty rates prescribed by the relevant subclauses 7.8, 7.9, 8.8 or 8.9. The penalties are calculated on the ordinary hourly rate.
- 13.8 Casual employees who work outside the relevant span of hours are entitled to the relevant shift penalties prescribed by the relevant subclauses 7.8, 7.9, 8.8 or 8.9. The shift penalty is calculated on the ordinary hourly rate.
- 13.9 Casual employees engaged on a regular and systematic basis will:
- (a) Have access to annual assessment under council's salary system
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement of casual employees, there will be a deduction of the long service leave accrued whilst the employee was employed as a casual and paid the loading identified in sub-clause 13.4
- 13.10 A casual employee will not replace an employee of council on a permanent basis.
- 13.11 Carer's entitlements will be available for casual employees as set out in sub-clause 31.9 of this Award.
- 13.12 Bereavement entitlements will be available for casual employees as set out in sub-clause 31.2 of this Award.
- 13.13 Parental leave entitlements will be available for casual employees in accordance with Clause 34 and Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).

14. Overtime

- 14.1 Except where otherwise provided Council may require an employee to work reasonable overtime.
- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (b) What constitutes unreasonable working hours will be determined having regard to:
- any risk to the employee;
 - the employee's personal circumstances including any family and carer's responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by Council of the overtime and by the employee of their intention to refuse it, and any other matter.
- 14.2 Overtime will be paid at double time, inclusive of the days pay.
- 14.3 Any employee who has completed normal and regular hours of work and is on the premises at the time of the request, and is called to work overtime, other than planned overtime, of less than four (4) hours, will be paid for the time worked.
- 14.4 Where an employee is required to work after finishing time for a period in excess of 1 ½ hours, then the employee will be provided with a meal, or alternatively, the employee will be paid the allowance set out in the Table in Schedule 2.
- If overtime continues beyond 1 ½ hours then, for each additional four hours worked an additional meal will be provided or, alternatively, the employee will be paid the allowance set out in the Table in Schedule 2.
- 14.5 Except as otherwise provided, where a meal is due and overtime is to extend beyond that time, a paid break of twenty (20) minutes will be allowed in which to eat the meal.
- 14.6 Transport will be provided for all employees required to work on other than planned work which is outside their normal working time.
- 14.7 A wages employee will receive a paid thirty (30) minute meal break or in lieu, an allowance, as set out in the Table in Schedule 2, after four (4) continuous hours on any or all overtime worked on Saturdays and Sundays.
- 14.8 Council will keep a record of all overtime worked and will pay for authorised overtime.
- 14.9 For the purposes of calculating overtime each day will stand alone, provided however that where any period is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if they had occurred within the day first occurring.
- 14.10 Consistent with Council's travel policy, the above provisions do not apply to those employees required to travel for work.

14A. On Call Allowance

- 14.11 An employee will be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.
- 14.12 Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.

- 14.13 Employees required to be on-call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, will be paid an allowance in accordance with Schedule 2.
- 14.14 Employees required to be on-call on days other than their ordinary working days will be paid an on-call allowance in accordance with Schedule 2
- 14.15 The on-call allowances in sub-clauses 14.13 and 14.14 will not total more than the amount as stated in Schedule 2, in any one week.
- 14.16 Employees on-call who are required to work outside their ordinary hours will be entitled to be paid overtime at the appropriate rate for hours worked and such rate will be paid from the time that the employee departs for work. On-call employees are not subject to the minimum payment provisions of sub-clause 37.5 on a public holiday.

14B. Remote Response

- 14.17 An employee who is in receipt of an on call allowance and available to immediately:
- (a) respond to phone calls or messages;
 - (b) provide advice ('phone fixes');
 - (c) arrange call out/rosters of other employees; and
 - (d) remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (NOTE: subclause 14.16 applies where an on-call employee is recalled to work)
- 14.18 An employee remotely responding will be required to maintain and provide the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- 14.19 The employer, may by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause 14.17.

14C. Call Back

- 14.20 Any employee of Council who has completed their normal and regular hours of work and is off the premises at the time of request, is called to work overtime, other than planned overtime, of less than four hours, will be paid the appropriate overtime rate for a minimum of four (4) hours.

14D. Quick Shift

- 14.21 An employee who works so much overtime between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift that they have not had at least eight consecutive hours off duty between will be paid double time if instructed to resume work or released from work and entitled to an eight hour break without loss of pay.

14E. Broken Shift

- 14.22 A permanent employee called upon to work a broken shift will be paid the indexed allowance based upon that currently applicable per shift in addition to their ordinary pay. A broken shift will not exceed a span of twelve (12) hours.

15. Meal Breaks

- 15.1 Council must not require an employee to work for more than 5 hours continuously without an interval of at least 30 minutes for a meal.
- 15.2 Except as otherwise provided, a meal allowance as set out in the Table in Schedule 2 will be paid to employees instructed to work overtime:
- (a) for 1½ hours or more prior to their agreed commencing time
 - (b) for 1½ hours immediately after their agreed finishing time and after subsequent periods of four hours
 - (c) after each four hours on days other than ordinary working days.

16. Annualised Salary Agreements (ASA)

- 16.1 Notwithstanding any other provision of this Award, the Council and an employee may agree that the Council may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:
- (a) Rates of pay - clause 19
 - (b) Use of Skills - clause 22
 - (c) Salary Packaging and sacrifice - clause 24
 - (d) Allowances and reimbursements - clause 21
 - (e) Hours of Work - clause 6 and 7
 - (f) Overtime - clause 14
 - (g) Public Holidays - clause 38
- 16.2 Where an employee and Council seek to enter into an ASA, the employee is entitled to seek industrial/legal advice prior to entering into such an arrangement.
- 16.3 Where an employee and Council enter into an ASA, the annual salary will not disadvantage the employees:
- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such less period as has been worked);
 - (b) The annual salary of the employee must be reviewed by Council at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary;
 - (c) Employees will not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.
- 16.4 An annual salary agreement must:
- (a) be in writing and signed by the employee and Council;
 - (b) state the date upon which the arrangement commences;
 - (c) be provided to the employee;

- (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award;
- (e) be subject to annual review;
- (f) contain details of any salary package arrangements, including the annual salary that is payable;
- (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle.
- (h) contain details of performance pay arrangements and performance measurement indicators;
- (i) contain the salary for the purposes of accident make up pay; and
- (j) contain the award band and level for the role.

16.5 An Annualised salary agreement may be terminated:

- (a) by Council or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between Council and the employee.

16.6 On termination of an annualised salary agreement, the employee will revert to the Award entitlements unless a new annualised salary agreement is reached.

16.7 Notwithstanding the above, annualised salary arrangements entered into prior to 1 November 2015 may continue to operate in accordance with their terms.

17. Council Agreements

17.1 The parties may enter into a council agreement, which may apply to parts of Council's workforce.

17.2 The terms of any agreement reached between the parties will substitute for the provisions of the award provided that:

- (a) the extent of the council agreement will be limited to:
 - Payment of employees;
 - Hours of work;
 - Overtime;
 - Holidays;
 - Part-time employment;
 - Job share employment;
 - Performance, evaluation and reward
- (b) the agreement does not provide less than the entry level rates of pay;
- (c) the agreement is consistent with the *Industrial Relations Act 1996* (NSW) and current wage fixing principles; and

- (d) the agreement will be processed in accordance with subclause 17.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement will be processed in accordance with the Enterprise Arrangement Principle.

17.3 A Council Agreement will be processed as follows:

- (a) the unions will be notified prior to the commencement of negotiations;
- (b) the agreement has been genuinely arrived at by negotiation between the Council and the Union;
- (c) the agreement will be committed to writing and will include a date of operation and a date of expiration;
- (d) the council and the appropriate union(s) will sign the agreement; and
- (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

17.4 Council agreements can be terminated in the following manner:

- (a) Section 44 of the *Industrial Relations Act 1996* (NSW) relating to the termination of enterprise agreements will apply to the termination of a council agreement made in accordance with this clause and a council agreement may be terminated in the same manner as an enterprise agreement.
- (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' written notice will be given. The notice may be served before the end of the nominal term.
- (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

18. Trainees

A. General

- 18.1 Trainee, Apprentice or Cadet employees may be required to possess a Provisional or Class C Drivers Licence.
- 18.2 In the circumstances as to which a FTE position be filled with a Trainee, Apprentice or Cadet formal consultation practices will be followed in line with the consultation practices of Clause 42 of this Award.
- 18.3 Upon cessation of an apprenticeship, traineeship, or cadetship and the incumbent is not employed on a permanent ongoing basis, council will fill the position with another apprenticeship, traineeship or cadetship, or that of a full time position maintaining organisational FTE. If council intends to not fill the position formal consultation practices under Clause 42.

B. School Based Trainees and School Based Apprentices

- 18.4 The objective of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III AQF qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

- 18.5 The hourly rate for apprentices/trainees including time deemed to be spent in off the job training will be calculated by dividing the applicable weekly rate for the full time apprentices as set out in Table 2 by 38 or 35 in accordance with clause 6, Hours of Work.
- 18.6 The purpose of clause 18.12, where a school based trainee/apprentice is a full time school student, the time spent in off the job training for which the school based trainee/apprentice is paid deemed to be 25% of the actual hours worked on the job each week. The wages paid for training time may be averaged over the school term or year.
- 18.7 School based trainees/ school based apprentices progress through the rates of pay subject to successful completion of appropriate training modules and satisfactory service.

C. Trainee Employment and Apprenticeships

- 18.8 This clause relates to employees considered trainees or apprentices
- 18.9 Employees within this clause may undertake specific government funded programs under a recognised Training Agreement that is registered with the relevant training authority. Employees within this clause may undertake programs funded by the Council.
- 18.10 The rates of pay as provided for in table two and table three are payable to employees undertaking entry level training
- 18.11 Apprentices are paid according to their educational qualification and experience.
- 18.12 Trainees are paid according to the time agreed to be taken complete their study in annual increments.
- 18.13 Progression along the scale is not automatic but, is subject to successful completion of appropriate training modules and satisfactory service.
- 18.14 If the employment is to be continued beyond the training period upon the successful completion of training, the employee will proceed to the appropriate band and level in the structure.
- 18.15 In addition to the vocational training direction, the employer will provide an apprentice and/or trainee with the conditions of the apprenticeship/traineeship in writing and these conditions will include:
- (a) the term of the apprentice and/or trainee;
 - (b) the course of studies to be undertaken by the apprentice and/or trainee;
 - (c) the course of on the job training to be undertaken by the apprentice and/or trainee.
 - (d) A government funded apprentice and/or trainee will not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
- 18.16 Except as herein provided, all other terms and conditions of this Award will apply.
- 18.17 The apprentice and/or trainee will attend approved training courses or training programs prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- 18.18 Council will ensure that the trainee is permitted to attend the training courses or programs provided for in the Training Agreement and will ensure that the trainee received the appropriate on-the-job training in accordance with the Training Agreement.
- 18.19 Council will provide a level of supervision in accordance with the Training Agreement during the traineeship/apprenticeship period.

- 18.20 The apprentice and/or trainee will be permitted to be absent from work without loss of continuity of employment and/or waged to attend the training in accordance with the Training Agreement.
- 18.21 A full time trainee will be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that a trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of Council. By agreement in writing, and with the consent of the relevant State Training Authority, Council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- 18.22 A full time Apprentice will be engaged for a period up to 4 years depending on their level of achievement and skills when entering employment; inline with AQF III
- 18.23 Where the apprentice and/or trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement, then the Apprenticeship and/or Traineeship may be concluded by mutual agreement.
- 18.24
- (a) Council will not terminate the trainee's or apprentice's service without providing written notice of the termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where Council decides to terminate a Council funded apprentice and/or trainee notice will be provided in accordance with this Award.
 - (b) Where Council chooses not to continue the employment of a apprentice and/or trainee upon the completion of the traineeship or apprenticeship, it will notify the relevant State Training Authority as appropriate, of its decision.
- 18.25 A trainee/ apprentice who fails to complete the traineeship or apprenticeship or who cannot for any reason be placed in full-time employment on the successful completion of the traineeship, will not be entitled to any severance payments payable pursuant to clause 46.3 or provisions similar thereto.

D. Other Trainee Employment (cadetships)

- 18.26 A trainee under this clause is employed as a cadet; where by full time work is supplemented with the acquisition of qualifications (government funded or council funded) that are aligned the development of professional qualifications.
- 18.27 Unless otherwise agreed, the maximum term of the cadetship is in accordance with table three.
- 18.28 Payment is made in line with table three and the required amount of time to complete the recognised study.
- 18.29 Recognised study pertains to a minimum level of qualification of AQF IV or as required for the role.
- 18.30 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- 18.31 If the employment is to be continued beyond the training period upon the successful completion of training, the employee will proceed to the appropriate band and level in the structure.

PART 3**RATES OF PAY AND RELATED MATTERS****19. Skills Based System of Pay and Rates of Pay**

- 19.1 This Award has adopted a skills based structure consisting of four overlapped bands within which classifications have been broad banded into levels according to six key skill descriptors as defined within clause 20 Skill Descriptors.

The four bands are:

No.	Band	Levels
1	Operational	4
2	Administrative/Technical/Trades	3
3	Professional/Specialist	4
4	Executive	4

- 19.2 The skills based salary structure described above is supported by a 24 grade salary system with each grade comprising of an entry level and three progression steps that are over and above the entry level rates of pay for the grade.
- 19.3 The salary system determines how employees at Council are paid. An employee will be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job. In relation to employees at Grade 14 and above, when moving from step 3 to step 4, the salary system rate of pay also recognises a performance rating of competent or above.
- 19.4 Positions are assigned a salary grade(s) within the structure. A position may extend across more than one grade in Council's salary system. The rates of pay for each grade are set out in the Table 1 of Schedule 1. The rates of pay in Table 1 of Schedule 1 are rates that have historically absorbed the defunct extra over award payments and the Broken Hill Allowance for all employees, Annual Leave loading for Salaried Office Employees and Wages Employees and the following allowances for Wages Employees:

Ceiling;

Chainsaw;

Confined Space;

Dead Animal;

Dirt;

Early Start;

Early Start - Pool;

Jack Hammer;

Laundry;

Lead Bonus;

Milk;

Mowing;

Noxious Weeds;

Power Implement;

Painter's spray;

Qualification;

Spreader;

Trade Certificate;

Toilet;

Towing;

Wet - General; and

Wet - Garbage.

19.5 Apprenticeships

- (a) The rates of pay set out in Table 2 of Schedule 1 are payable to employees of Council undertaking apprenticeships.
- (b) Upon reaching the age of 21 years and not having completed their apprenticeship, apprentices will be paid the minimum rate for adults provided under this Award.
- (c) Upon successful completion of the apprenticeship, an employee will proceed to the appropriate grade in the structure, if the employment is to be continued beyond the apprenticeship period.
- (d) In addition to the vocational training direction, Council will provide an apprentice with the conditions of the apprenticeship in writing and these conditions will include:
 - (i) the terms of the apprenticeship;
 - (ii) the course of studies to be undertaken by the apprentice;
 - (iii) the course of on the job training to be undertaken by the apprentice.
- (e) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, an apprentice will be refunded the amount of fees paid in respect of that year.
- (f) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, and receipts for text books prescribed for that year's work, an apprentice will be paid the cost of the prescribed text books or one hundred and fifty dollars (\$150.00) whichever is the lesser amount.

19.6 Government funded traineeships

- (a) A government funded traineeship is subject to a Traineeship Agreement registered with the relevant State Training Authority.
- (b) The rates of pay payable to a government funded trainee will be as provided in Table 3 in Schedule 1.
- (c) The rates of pay in Table 3 in Schedule 1 are actual rates and will only apply to government funded trainees while they are undertaking an approved traineeship.

- (d) Council will ensure that government funded trainees are permitted to attend the training course or program provided for in the Traineeship Agreement and will ensure that trainees receive the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (e) A government funded trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend training in accordance with the Traineeship Agreement.

20. Skill Descriptors

The award's skills based bands, levels and grades are defined according to the following skill descriptors:

OPERATION BAND

Operational Band 1, Level 1

Authority and accountability:

Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving:

Judgement is limited and coordinated by other workers.

Specialist knowledge and skills:

Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills:

Not required.

Interpersonal skills:

Limited to communications with other staff and possibly, with the public.

Qualifications and experience:

Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

Operational Band 1, Level 2 (Grades 1 to 4)

Authority and accountability:

Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving:

Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills:

Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills:

Not required.

Interpersonal skills:

Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience:

Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

Operational Band 1, Level 3 (Grades 5 to 7)

Authority and accountability:

Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving:

Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills:

Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills:

Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

Interpersonal skills:

Skills required for exchange of information on straightforward matters.

Qualifications and experience:

Suitable experience or qualifications in a number of defined skill areas.

Operational Band 1, Level 4 (Grades 8 to 10)

Authority and accountability:

Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving:

Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills:

The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills:

Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills:

Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience:

Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

ADMINISTRATIVE/TECHNICAL/TRADES BAND**Administrative/Technical/Trades Band 2, Level 1 (Grades 8 to 10)****Authority and accountability:**

Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving:

Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills:

Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills:

Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills:

Communication skills to explain situations or advise others.

Qualifications and experience:

Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

Administrative/Technical/Trades Band 2, Level 2 (Grades 11 to 13)

Authority and accountability:

Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

Judgement and problem solving:

Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills:

Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills:

May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills:

In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience:

Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

Administrative/Technical/Trades Band 2, Level 3 (Grades 14 to 16)

Authority and accountability:

May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving:

Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills:

Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills:

May supervise groups of operational and / or other administrative /trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills:

Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

Qualifications and experience:

An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

PROFESSIONAL/SPECIALIST BAND**Professional/Specialist Band 3, Level 1 (Grades 11 to 13)****Authority and accountability:**

Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving:

Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the Council, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills:

Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills:

Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills:

Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience:

Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

Professional/Specialist Band 3, Level 2 (Grades 14 to 16)**Authority and accountability:**

Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving:

Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

Specialist knowledge and skills:

Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills:

May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills:

Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience:

Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

Professional/Specialist Band 3, Level 3 (Grades 17 to 19)

Authority and accountability:

Provides a professional advisory role to people within or outside council. Such advice may commit the Council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the Council.

Judgement and problem solving:

Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills:

The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills:

May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills:

Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience:

Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

Professional/Specialist Band 3, Level 4 (Grades 20 to 21)**Authority and accountability:**

Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving:

Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills:

Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills:

Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills:

Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience:

Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

EXECUTIVE BAND**Executive Band 4 (Grades 22 to 24)****Authority and accountability:**

Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving:

Positions solve problems through analytic reasoning and integration of wide-ranging and complex information and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills:

The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills:

Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the Council's clients.

Interpersonal skills:

Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the Council.

Qualifications and experience:

Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

20A. Annual Assessment and Progression Rules

- 20.1 Employees will be assessed for progression through the salary range for their position annually.
- 20.2 At the time of each annual assessment, Council will advise the employee of the skills and/or any performance objectives required for the employee to progress to the next salary step and will review the employee's training needs.
- 20.3 An employee's progression from the entry level (Step 1) to Step 2, Step 3 and Step 4 will be based upon the acquisition and use of core skills and knowledge as specified in the relevant position description and skills matrix.
- 20.4 Progression through the salary system will be based on the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees will have access to progression based on the achievement of performance objectives relating to the position and communicated to the employee in accordance with subclause 20.2 above.
- 20.5 Progression will be subject to the employee achieving a skills/performance rating of competent or above, at the time of the annual assessment.
- 20.6 For employees at Grade 14 and above progression from Step 3 to Step 4 is subject to performance. Should an employee's performance be evaluated as marginal or inadequate the employee will not be eligible to progress to the next salary point.
- 20.7 Employees may appeal against their skills assessment and/or performance evaluation. Such appeals must be in writing to the General Manager within 10 days of the original assessment and/or evaluation. The General Manager may consult with applicable staff members before making a final determination.

Employees may access the Dispute Resolution Procedures of clause 44 as a means of resolving concerns in relating to skills assessments and/or performance evaluations.

- 20.8 Employees will have access to information regarding the grade, salary range and progression step of the position. The guidelines found in Schedule 3 to this Award have been established to assist the parties to the Award in relation to the operation of Council's Salary System and the progression of employees through Council's Salary System.

21. Allowances and Reimbursements

21.1 Expenses

- (a) All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with an employee's duties will be paid by Council.
- (b) Where practical the reimbursement be included in the next pay period.
- (c) The method and mode of travelling or the vehicle to be supplied or to be used will be arranged mutually between the Council and the employee.
- (d) Travel arrangements will be agreed between the Council and the employee.

21.2 Tools Allowance

- (a) Tradespersons and apprentices will provide their own tools.
- (b) Tools will be replaced by Council or the cost to replace tools made by Council where:
tools are worn through proper use;
tools are stolen and such theft has been reported to the proper local police authority by the employee; and
where tools are damaged and the employees supervisor has authorised their replacement.
- (c) Otherwise, lost tools will be replaced by employees at their own expense.
- (d) Tradespersons who are required to work in a second trade will be supplied with the necessary tools for the second trade.

21.3 Community Language and Signing Work

- (a) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English or to provide signing services to those with hearing difficulties, will be paid an allowance in addition to the weekly pay. The quantum of the allowance is set out in the Table in Schedule 2.
- (b) The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (c) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents hearing difficulty. In this regard the employee is limited to identifying the resident's area of concern or inquiry and then providing basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (d) Such employees convey straightforward information relating to Council services, to the best of their ability. The Employees do not replace or substitute for the role of a professional interpreter or translator.
- (e) Such employees will record their use of a community language.

21.4 First Aid Work

- (a) Where an employee is required by Council to be a designated first aid officer, Council will pay the fees associated with the attainment of such certificate.
- (b) Council will provide a sufficient number of properly equipped first aid boxes and one will be provided for use in cases of accident or sudden illness at each and every workplace where two or more persons are employed.
- (c) Where an employee is required by Council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system then the employee will be paid an allowance as set out in the Table in Schedule 2.
- (d) Employees required by Council to relieve a first aid attendant will receive an allowance as set out in the Table in Schedule 2.

21.5 Licence fees

- (a) For employees employed prior to 21 December 2015, Council will pay licence fees for all employees who as a requirement of the job must drive motor vehicles or are required by the Council to obtain a specific licence to enable them to do work required by the Council, up to 30 June 2018, after which time, they will be reimbursed in accordance with sub-clause 21.5(b), below.
- (b) For employees employed post 21 December 2015, where Council requires them to hold a drivers' licence other than a Class C (car) or Class R (Rider) licence, Council will reimburse the employee the difference between the cost of the licence and the cost of the Class C (car) licence.

22. Use of Skills

- 22.1 The use of skills provisions of this clause will only apply when Council direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. This may result in an employee being required to the perform duties which may extend beyond those identified in their position description.
- 22.2 An employee directed to relieve in a position which is at a higher level within the salary system will be paid for that relief. The rate to be paid will be determined by considering the skills / experience applied by the employee relieving in the position but will be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 22.3 Except as otherwise provided in sub-clause 22.4 payment for use of skills relieving in a higher paid position will be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. The higher rate is however payable when the employee is directed to relieve during a period which incorporates rostered days off and/or a public holiday.
- 22.4 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay will be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave.
- 22.5 Where practicable, payment for relief work at a higher level must be authorised and determined in advance and the employee explicitly directed to relieve in the higher position.

23. Salary Packaging and Sacrifice

Council and the employee may agree on salary packaging and salary sacrifice arrangements with employees. Such arrangements will be committed to writing and signed by the parties.

24. Superannuation

24.1 In the absence of an employee electing a superannuation fund, employer superannuation contributions will be paid into the default fund being the Local Government Superannuation Scheme.

24.2 Salary Sacrifice Arrangements specific to Superannuation:

(a) For the purpose of this sub-clause:

(i) "Eligible employee" means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.

(ii) "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).

(iii) "LSL" means Long Service Leave.

(iv) "LSL Act" means *Long Service Leave Act 1955* (NSW).

(v) "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

(vi) "Superannuation Fund" means the Local Government Superannuation Scheme.

(b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

(c) Any Excess LSL cashed out in accordance with this clause will be paid to the employee at the employee's ordinary rate of pay.

Example: A full time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. after 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

(d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

(e) Any Salary Sacrifice Arrangement made under this clause will not be treated as an approved benefit for superannuation purposes.

25. Payment of Employees

25.1 Employees will be paid fortnightly.

25.2 Council will be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

25.3 An employee's ordinary pay will not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

PART 4**LEAVE PROVISIONS****26. Annual Leave - General Provisions**

- 26.1 Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and Council, having regard to operational requirements. Council must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 26.2 Council may direct an employee to take annual leave by giving at least four weeks' notice where the employee has accumulated in excess of ten weeks annual leave.
- 26.3 Council may direct an employee to take annual leave during a shut-down period by giving at least four weeks' notice prior to the proposed shut-down. The direction to take annual leave is conditional upon the employee having at least the equivalent amount of annual leave credited to them as the shut-down period. This clause should be read in conjunction with the provisions of the *Annual Holidays Act 1944* (NSW).

Option to cash out

- 26.4 An employee may forgo any accrued annual leave in excess of four (4) weeks, at ordinary pay, that is accrued in the preceding twelve month period, where:
- (a) the employee makes a written application to Council; and
 - (b) Council authorises the request.
- 26.5 Where a request has been authorised, Council will:
- (a) deduct the equivalent amount of annual leave; and
 - (b) make payment for annual leave forgone, at the employees ordinary pay.

27. Annual Leave - Employees Engaged prior to 21 December 2015

- 27.1 Employees accrue annual leave in a twelve month period as follows,
- (a) Salaried office employees accrue annual leave at the rate of six (6) weeks per annum;
 - (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum;
- 27.2 Employees in the sanitary and garbage depot will be entitled to annual leave on the following basis:
- (a) Five (5) weeks annual;
 - (b) A further two weeks in recognition of the time worked on holidays;
 - (c) A total period in the aggregate will not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time; and
 - (d) As to other time worked on holidays, the employee will be entitled to be paid for such time pursuant to the provisions of sub-clause 37.3 of this Award.

28. Annual Leave - Employees Engaged on or after 21 December 2015

- 28.1 The provisions of this clause apply to those employees engaged on or after 21 December 2015

Amount of leave

28.2 Employees accrue annual leave in a twelve month period as follows:

- (a) salaried office employees accrue annual leave at the rate of five (5) weeks per annum;
- (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum;

28.3 Employees in the sanitary and garbage depot will be entitled to annual leave on the following basis:

- (a) Five (5) weeks annual leave;
- (b) A further two weeks in recognition of the time worked on holidays;
- (c) A total period in the aggregate will not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time; and
- (d) As to other time worked on holidays, the employee will be entitled to be paid for such time pursuant to the provisions of sub-clause 37.3 of this Award.

29. Long Service Leave

29.1 An employee of council will be entitled to Long Service Leave at ordinary pay as follows: -

Length of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

29.2 Where an employee has completed more than five years' service with Council and is terminated for any cause, long service leave will be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

29.3 Where an employee has completed more than five (5) years' service with the employer, the employee will be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application will not be unreasonably refused.

29.4

- (a) An employee who is entitled to long service leave may, with the consent of the council, take long service leave:
 - (1) on full pay; or
 - (2) on half pay; or
 - (3) on double pay.
- (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or

- (3) a period of leave on double pay - twice the number of days so taken.
 - (c) When an employee takes long service leave, the period of service for the purpose of leave accruals will be as follows:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - the number of days so taken.
 - (d) Employees that take long service leave at half pay or double pay will not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- 29.5 Employees who were in the Council's employ as at 1st January 1964 and who had at that date completed less than fifteen (15) years' service:
- (a) For the period between 1st January 1964 and the date on which they completed or will complete a total of 15 years' service in all, their long service leave will be calculated on the basis of 13 weeks' long service leave for ten (10) years' service;
 - (b) Thereafter long service leave is to be calculated on the basis of 22 weeks for ten years' service.
- 29.6 Long service leave will be taken at a time mutually convenient to Council and the employee in minimum periods of one week provided that all long service leave accruing on or after the first pay period commencing on or after 16 March 2010 will be taken within five years of it falling due.
- 29.7 Payment to an employee proceeding on long service leave will be made by Council at the employee's ordinary pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- 29.8 An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause will be deemed to have entered upon leave at the date of termination of the employment and will be entitled to payment accordingly.
- 29.9 An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess Long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of .0867 weeks per year of service.
- Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
- 29.10 There will be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- 29.11 Long service leave will be exclusive of annual leave and any other holidays as prescribed by this Award, occurring during the taking of any period of long service leave.
- 29.12 When the service of an employee is terminated by death the council will pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- 29.13 Where an employee's service is terminated through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by Broken Hill City Council within 12 months of termination of service, prior service will be counted for the purpose of this clause.

- 29.14 In calculating the entitlement to long service leave; this Agreement must be read in conjunction with Regulation 406A of the Local Government (General) Regulation 2005 as amended.
- 29.15 In special circumstances Council may dispense with the requirements of subclause 29.5 and allow periods of less than one (1) week.

30. Sick Leave

- 30.1 An employee is entitled to three (3) weeks' paid sick leave for each year of service, at the ordinary rate of pay. Sick leave is cumulative in that it will accumulate from year to year and may be taken in any subsequent year.
- 30.2 Employees who are absent from work due to a personal illness/injury will have access to sick leave with pay subject to the following:
- (i) An employee will notify their immediate supervisor by way of telephone call, within one (1) hour, where possible, of the employee's usual start time, of the employee's inability to attend on account of personal illness/injury. The employee will provide the supervisor with the estimated duration of the absence.
 - (ii) An employee will be required to provide a medical certificate or statutory declaration of the illness/injury where the period of absence is for more than two (2) consecutive working days and/or where Council identifies that there is a pattern of absence and/or where Council has reason to believe that the employee's absence is not consistent with the appropriate use of personal leave.
- 30.3 Employees who are absent from work due to personal illness/injury and who submit a medical certificate to that effect, will be entitled to all benefits of this Award until their accumulated sick leave is exhausted. For a period of three months after that they will be entitled to payment of any public holidays which fall due but after the elapse of such period of three months they will cease to be entitled to any benefits under this Award until they return to work.
- 30.4 All employees who have accrued untaken sick leave at the time of retirement or termination of employment will be paid for such accrued leave, such payment to be calculated at the wage rate applicable at the date of retirement or on termination of employment in accordance with the following:
- (a) One half (1/2) of sick leave accrued between 1 January 1960 and 19 March 1973;
 - (b) Three quarters (3/4) of sick leave accrued between 20 March 1973 and 31 March 1980;
 - (c) The whole of sick leave accrued between 1 April 1980 and 31 January 1985; and
 - (d) The whole of two (2) of the three (3) weeks per annum of the sick leave accrued from 1 February 1985 up until 31 March 1994.

The benefits accruing from this subsection will be applied to persons employed on a full-time basis by Council as at 31 March 1994 but not to persons employed subsequent to that date.

- 30.5
- (a) Any employee who becomes sick or is injured whilst on annual leave and produces within a reasonable time, no later than the conclusion of the annual leave, a doctor's certificate which satisfactorily indicates to Council that the employee was unable to derive benefit from their annual leave, may be granted, at a time convenient to Council, additional leave equivalent to the period of sickness or injury.
 - (b) The re-crediting of annual leave will only apply in cases where the period which Council is satisfied that the employee was unable to derive benefit from the annual leave was at least seven (7) consecutive days.

31. Carer's Leave

- 31.1 Use of Sick Leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 31.6 below who needs the employee's care and support will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 30 of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 31.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- 31.3 Where more than ten days sick leave in any year is to be used for caring purposes the council and employee will discuss appropriate arrangements which, as far as practicable, take account of Council's and the employee's requirements.
- 31.4 Where the parties are unable to reach agreement the grievance and disputes procedures at clause 44 of this Award should be followed.
- 31.5 The employee will, if required,
- (a) 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 and support by another person; or
 - (b) establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- 31.6 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.

- 31.7 An employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 31.6(b) above who is ill or who requires care due to an unexpected emergency.
- 31.8 An employee will, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employee's supervisor by telephone of such absence at the first opportunity on the day of absence.
- 31.9 Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in sub-clauses 31.5 and 31.8 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause 31.6(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) Council and the employee will agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.
- 31.10 Time off in Lieu of Payment for Overtime: An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of clause 14 of this Award for the purpose of providing care and support for a person in accordance with subclause 31.6 above.
- 31.11 Make-up time: An employee may elect, with the consent of Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in this Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 31.6 above.
- 31.12 Annual Leave and Leave Without Pay: An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 31.6 above. Such leave will be taken in accordance with subclauses 27, 28 clause and 29, Annual Leave and clause 35, Leave Without Pay, of this Award.

32. Bereavement Leave

- 32.1 Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to Council of such, the employee will be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed include:
- (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.

32.2 Bereavement Entitlements for Casual Employees

- (a) Casual employees who are rostered to work will provide satisfactory evidence to Council that they are unavailable to attend work as a result of the death in Australia of a person prescribed in subclause 32.1 paragraphs (a)-(e) above.
- (b) Council and the employee will agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

32.3 Representation at Funeral

- (a) Council will permit two employees selected by the Union of which the deceased was a member to attend an employee's funeral and the two employees will be entitled to receive payment for reasonable time lost in attending the funeral.

32.4 Employees on a period of annual leave, who would have otherwise qualified for bereavement leave prescribed by this Award, will be paid bereavement leave in accordance with Clause 32 of this Award and have up to a maximum of two days annual leave re-credited to their accruals.

32.5 In the event that an employee finds it necessary to travel a distance exceeding 200 kilometres from Broken Hill to attend the funeral of person prescribed in subclause 32.1 paragraphs (a)-(e) above, then the two days paid leave provided by sub-clause 32.1 will be increased to three days.

32.6 Upon receipt of an application by an employee to attend the funeral of a person who is not a person prescribed in sub-clause 32.1 paragraphs (a)-(e) above, Council will grant two (2) hours leave without pay to the employee to attend the funeral, provided that the leave granted will commence and terminate at the site of the job upon which the employee is employed.

33. Parental Leave

33.1 General

Relationship with federal legislation - Subclauses 33.1, 33.2, 33.3, and 33.5 of this award will apply in addition to:

- (a) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and

- (b) the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

unpaid parental leave, including unpaid adoption leave

unpaid special maternity leave

transfer to a safe job and no safe job leave

Requests for Flexible Working Arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, will apply.

33.2 Paid Parental Leave

- (a) Definitions - in this clause:

- (i) PPL instalments will mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- (ii) parental leave make-up pay will mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours will be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

- (b) Eligibility

This clause will apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth), and who has had 12 months continuous service with the Council immediately prior to the commencement of paid parental leave.

- (c) Entitlement to parental leave make-up pay

- (i) An employee will be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- (ii) Parental leave make-up pay will be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
- (iii) Re-qualification period - An employee will not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

- (d) Employee's right to choose

- (i) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under clause 33 of this Award may elect to receive paid maternity leave and /or paid special maternity leave in accordance with the provisions of this Award in lieu of the entitlement to parental leave make-up pay under this award, provided the re-qualification period in subclause (iii) above will apply.
- (ii) This subclause will not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

33.3 Concurrent Parental Leave

An employee, who is a supporting parent will be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

33.4 Adoption Leave

(a) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(b) Pre-adoption Leave

(i) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

(ii) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

- (1) single continuous period of up to 2 days; or
- (2) any separate periods to which the employee and council agree.

(c) Adoption Leave

(i) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

(ii) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

(iii) This subclause will not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

33.5 Casual Re-engagement

(a) Council must not fail to re-engage a regular casual employee as defined in section 53(2) of the *Industrial Relations Act 1996* (NSW) because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

(b) The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this sub-clause.

34. Paid Maternity Leave

34.1 This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.

34.2 Paid maternity leave will mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

- 34.3 Paid special maternity leave will mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 34.4 An employee will be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- 34.5 The employee may choose to commence paid maternity leave before the expected date of the birth.
- 34.6 Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- 34.7 Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- 34.8 The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- 34.9 Where an employee has completed ten years continuous service, the period of unpaid maternity or adoption leave will count as service for long service leave purposes, provided that the unpaid maternity or adoption leave does not exceed six months. For employees with less than ten years continuous service periods of unpaid maternity or adoption leave do not count as service for long service leave purposes.
- 34.10 Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- 34.11 Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- 34.12 Paid maternity leave and paid special maternity leave will be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday will also be paid at half pay. Further, all entitlements will accrue during periods of leave at half pay on a proportionate basis.
- 34.13 Notice of intention to take paid maternity leave the employee must:
- provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
- advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
- provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- 34.14 The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.
- 34.15 Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

34.16 Unpaid adoption leave

- (a) An employee who qualifies for paid adoption leave pursuant to the provisions of sub-clause 34.15 is entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period however is to be agreed upon by the employee and the Council.

35. Leave Without Pay

If an employee has exhausted all available relevant leave entitlements, then approved leave without pay will be taken at a time convenient to Council and the employee and will not be counted as service for holidays, long service leave, sick leave and annual leave. However, leave without pay will not break continuity of service.

36. Family and Domestic Violence Leave

The employer may grant special leave, either with or without pay to an employee for a period as determined by the employer to cover specific matters approved by the General Manager in relation to leave for victims of family and domestic violence.

Any period of leave without pay will not be regarded as service for the purpose of computing entitlements under this award. Such periods of leave without pay will not however constitute as break in the employee's continuity of service.

37. Flexibility for Work and Family Responsibilities

- 37.1 An employee, other than a casual employee, may request flexible work and leave arrangements to enable the individual employee to attend to work and family responsibilities.
- 37.2 An employee's request must be in writing and be forwarded to Council and the Union. In addition, the request must outline a period within which the arrangement is to be reviewed by Council and the Union.
- 37.3 Council and the Union will not unreasonably withhold agreement to flexible work and leave arrangements, provided Council's operational needs are met.
- 37.4 Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements, and
 - (h) variations to ordinary hours and rosters.
 - (i) purchased additional annual leave arrangements

- 37.5 The terms of a flexible work and leave arrangement will be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.
- 37.6 Any such agreement will not apply to new or vacant positions.

38. Public Holidays

- 38.1 Employees will have holidays without loss of pay on New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and Picnic Day (which will be held on Melbourne Cup Day each year).
- 38.2 In addition to the days provided for in sub-clause 37.1 above employees who are Aboriginal and Torres Strait Islanders will be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- 38.3 Payment for work that is rostered in advance on a public holiday will be paid at triple time, inclusive of the days pay.
- 39.4 If a holiday falls on an employee's rostered day off under a seven day rotating roster, the employee will be paid an additional ordinary day's pay, or Council may grant a day's leave, without loss of pay, at a mutually convenient time.
- 39.5 Any employee who is called in to work on a public holiday or on Easter Saturday will be paid a minimum of four (4) hours at the rate of double time and a half, exclusive of payment for the public holiday.
- 39.6 An employee attending a Technical College as an approved student on a public holiday, picnic day or NAIDOC day will receive a day in lieu.
- 39.7 Where a holiday identified in subclause 37.1 falls on a Saturday or Sunday and the State Government does not gazette another day, the holiday will be observed on the day it falls.

39. Trade Union Training Leave

Council will agree to release employees to attend an accredited trade union training course with pay and such agreement will not be unreasonably withheld, provided that Council will not be required to pay in excess of 10 days leave per annum.

40. Trade Union Conference Leave

An employee of Council who is an accredited delegate to the Union's annual conference will be entitled to paid leave of absence for the duration of the conference and related travel, provided that should there be more than one accredited delegate per union, such leave with pay is at the discretion of Council.

41. Jury Service Leave

- 41.1 An employee required to attend for jury service during the employee's ordinary working hours will be reimbursed by the Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 41.2 An employee will notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee will give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

42. Army Reserve Training

Where an employee as a consequence of a written application approved by the Council loses time as a result of attending the annual camp of the Army Reserve the employer will make up the difference between the payment receivable from the Department of Defence and their wages.

PART 5

CONSULTATIVE COMMITTEE

43. Consultative Committee Aim

- 43.1 The parties to the award are committed to consultative and participative processes. There will be a consultative committee at Council which will:
- (a) provide a forum for consultation between Council and its employees;
 - (b) positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

SIZE AND COMPOSITION

- 43.2 The size and composition of the consultative committee will be representative of Council's workforce and agreed to by Council and the local representatives from the unions.
- 43.3 The consultative committee will include but not be limited to employee representatives of each of the unions that are parties to the Consent Award and who have members employed at Council.
- 43.4 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

SCOPE OF CONSULTATIVE COMMITTEES

- 43.5 The functions of the consultative committee will include:
- (a) award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform.
- 43.6 The consultative committee will not consider matters which are being or should be processed in accordance with clause 36 of the Award, Dispute Resolution Procedure.

MEETINGS AND SUPPORT SERVICES

- 43.7 The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- 43.8 The consultative committee will meet as required.

PART 6**DISPUTE RESOLUTION****44. Dispute Resolution Procedure**

- 44.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the Council represented by the Association.
- 44.2 The union delegate will have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval will not be unreasonably withheld.
- 44.3 A grievance or dispute will be dealt with as follows:
- (a) The employee(s) will notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting will be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties will be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager will provide the employee(s) with a written response. The response will include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
 - (f) If a dispute arises steps will be taken immediately to arrange a conference between Council and the Union or Unions concerned. No further action on the matter will be taken until the conference has been held and at least two ordinary working days have elapsed subsequent to the holding of such a conference.
- 44.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 44.5 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute will as far as practicable proceed as normal.

PART 7**TERMINATION OF EMPLOYMENT AND REDUNDANCY****45. Termination of Employment**

- 45.1 Council and/or the employee will give a period of notice of intention to terminate employment in accordance with the following scale or by payment in lieu thereof:

Length of service	Period of notice
Less than 2 years	2 weeks
2 years and less than 3 years	3 weeks
3 years and less than 5 years	4 weeks
5 years and beyond	5 weeks

- 45.2 The period of notice in the table in sub-clause 44.2 must be increased by one (1) week if the employee is over forty five (45) years old and has completed at least two (2) years of continuous service with Council. The employee is not required to provide an additional weeks notice.
- 45.3 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed subclauses 44.1 and 45.16 will not apply.
- 45.4 Nothing in subclause 44.1 prevents the Council and employee from agreeing to a lesser period of notice.
- 45.5 Except where otherwise provided, the above requirements do not apply when Clause 47, Redundancy, applies.

46. Redundancy - General Application, Process and Consultation

- 46.1 It is agreed that the inclusion of this clause in the Award does nothing whatsoever to vary or influence the understanding that the strongest endeavours of the Council and the relevant union(s) and the employees affected will be directed to ensuring that all employees are placed in alternative permanent employment and that the implementation of this clause will not in any manner be used to influence or encourage any employee to terminate employment before every practical effort has been made by all parties to have an employee who may otherwise be deemed redundant placed in an alternative job.
- 46.2 Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequent of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time, or for a specific task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.
- 46.3 Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one years' continuous service and the general obligation on Council will be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 46.4 Where Council has made a definite decision to introduce changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council will notify the employees who may be affected by the proposed changes and the union to which they belong.
- 46.5 Council's duty to discuss change:
- (i) Council will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or the union(s) in relation to the changes.
 - (ii) The discussion will commence as early as practicable after a decision has been made by the employer to make the changes.
 - (iii) For the purpose of such discussions, Council will provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely

to affect employees, provided that Council will not be required to disclose confidential information, the disclosure of which would adversely affect Council.

- 46.6 A "redundant employee" means a person who is employed on a permanent basis by Council whose services will become redundant on account of the introduction or proposed introduction by the Council of mechanisation or technological changes or the reorganisation of the Council's structure, systems or methods of operation and when the Council concludes that in co-operation with the Unions and the employee that it has been unsuccessful in providing alternative employment.

This definition will not apply to any person engaged by the Council on a temporary, casual or short term basis or any person engaged to work on a special employment projects such as government funded unemployment relief programmes or the like.

- 46.7 In every case, potentially redundant employees will be retrained to fill permanent position which are available or about to become available in the Council's work forces in any of the Council's various departments.

- 46.8 The Council will retrain the employee for a reasonable period at all times receiving the earnest co-operation of the employee in acquiring the new skills intended to be achieved by the training.

- 46.9 Whenever practicable and in accordance with normal practice, the necessary retraining will be carried out by the Council in its time and at its expense. If the Council considers that "in house" training should be supplemented by training at an outside institution (e.g. the Broken Hill Technical College), all reasonable costs of such additional training will be met by the employer. If the training at the outside institution is available in "out of normal work hours", the employee will be required to attend that training in their own time without additional payment of time off in lieu. The costs of training will in such circumstances be met by the Council.

- 46.10 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay higher than that previously paid to them, such rate of pay will apply from the date of that employee's transfer.

- 46.11 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay lower than that previously paid to them, such lower rate will not apply until 13 weeks after the date of the employee's transfer. Where an employee is transferred to lower paid duties as a result of the introduction of changes in production, program, organisation, structure or technology, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and Council may, at its own discretion make payment in lieu thereof, an amount equal to the difference between the former ordinary time rate of pay, and the new ordinary time rate for the number of weeks notice still owing.

- 46.12 Shift allowances will not be taken into account when comparing the rate of pay for the purposes of subclauses 45.10 and 45.11

- 46.13 Having regard to the intention of all parties that no person will become redundant, if it is not possible to retrain a potentially redundant employee to new duties, an employee will become redundant, and the Council will give such employee four (4) weeks' notice of the termination of their employment.

- 46.14 Council may summarily dismiss an employee without notice for neglect of duty or misconduct in which case wages will be paid up to the time of dismissal only. The rights of the Council will not be prejudiced by the fact that the employee has been given notice of the termination of their employment pursuant to sub-clause 45.13

In the event of dispute arising over the Council's action with regard to summary dismissal, the relevant union will on submission of a request to that effect in writing be entitled to seek a meeting with the Council at the earliest practicable date to discuss the matter.

- 46.15 This sub-clause will apply to redundant employees as defined in sub-clause 46.1 Nothing contained in this clause will be construed to mean that the Council will not be entitled to dismiss an employee in the

ordinary course of its business without being required to give the notice mentioned in sub-clause 45.13 and 45.14, or to make the severance payments mentioned in the relevant subclauses 46.3 or 46.3.

46.16 If Council fails to give any such notice in full:

- (a) it will pay the employee at the ordinary rate of pay applicable to them for a period equal to the difference between the full period of notice and the period of notice actually given; and
- (b) the period of notice required by this sub-clause to be given will be deemed to be service with the Council for the purpose of calculating long service leave and annual leave entitlements (but not sick leave).

46.17 Where a decision has been made to terminate an employee due to redundancy, Council will provide the employee with an "Employment Separation Certificate" and a statement of service. Furthermore, where 15 or more employees are made redundant, Council will notify Centrelink as soon as possible, giving the relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

46.18 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount (or no amount) of severance pay than that contained in the relevant sub-clause 47.3 or 48.3. The Industrial Relations Commission will have regard to such financial and other resources of Council as the Commission thinks relevant and the probable effect paying the amount of severance pay in the relevant sub-clause 47.3 or 48.2 will have on Council.

46.19 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount of severance pay than that contained in the relevant sub-clause 47.3 or 48.2 if Council obtains acceptable alternative employment for an employee.

46.20 Whenever a redundant employee whose services have been terminated will be re-employed by the Council, the period of their employment will thereafter be deemed for all purposes to have commenced on the date of their re-employment.

46.21 A redundant employee who is a contributor to the Local Government Superannuation Scheme may anticipate Council's assistance in completing documentation for submissions to the Local Government Superannuation Board.

47. Redundancy - Employees Engaged prior to 21 December 2015

47.1 As of 16 March 2010 should the need arise to calculate the redundancy entitlements of aged and community care employees this will be done by referring to the entitlement identified at clause 47.3 above that being the entitlement as of 16 March 2010 in addition to any further entitlements accrued from 16 March 2010 to the date of the proposed termination in accordance with the table at subclause 47.3.

47.2 A redundant employee will be entitled to severance allowances calculated as follows:

All such redundant employees will receive a minimum of six weeks' pay.

All such redundant employees will receive an additional payment at the rate of three (3) weeks' pay for each completed year of service, plus a pro-rata payment for each additional completed month of service. The number of weeks' pay due to any such redundant employee in respect of completed years of service will be:

Completed Year of Service	Scale of Payments (Weeks)	Completed Year of Service	Scale of Payments (Weeks)
1	9	26	84
2	12	27	87
3	15	28	90
4	18	29	93

5	21	30	96
6	24	31	99
7	27	32	102
8	30	33	105
9	33	34	108
10	36	35	111
11	39	36	114
12	42	37	117
13	45	38	120
14	48	39	123
15	51	40	126
16	54	41	129
17	57	42	132
18	60	43	135
19	63	44	138
20	66	45	141
21	69	46	144
22	72	47	147
23	75	48	150
24	78	49	153
25	79	50	156

- 47.3 For the purposes of this sub-clause "a week's pay" will be deemed to be the week's pay presently used as the basis for calculation of annual leave entitlements.
- 47.4 All such redundant employees will be paid the value of their accrued sick leave calculated in accordance with the terms of this Award together with the value of all payments legally due to them in respect of annual leave and/or long service leave entitlements.

48. Redundancy - Employees Engaged on or after 21 December 2015

- 48.1 This clause applies to all employees whose employment commenced with Council on or after 21 December 2015 and whose employment has been terminated due to redundancy.
- 48.2 In addition to any required period of notice, and subject to the provisions of clause 46, the employee will be entitled to the following severance payments in accordance with the table. 'A week's pay' will have the same meaning as in subclause 47.4 of this Award.

Completed Year of Service	Scale of Payments (Weeks)
1	9
2	12
3	15
4	18
5	21
6	24
7	27
8	30
9	33
10	36
11	39
12	42
13	45
14	48
15	51
16	54
17	57

18	60
19	63
20	66
21	69
22	72
23	75
24	78
25	79
26	84
27	87
28	90
29	93
30	96
31	99
32	102
33	105

PART 8

MISCELLANEOUS

49. Work, Health and Safety

- 49.1 Council will provide a safe place of work and work practices in accordance with the provisions of the *Workplace Health and Safety Act 2011* (NSW).
- 49.2 Council will make appropriate provision for employees with regard to accommodation and shelter and will satisfy the provisions of the *Workplace Health and Safety Act 2011* (NSW) and Regulations.
- 49.3 Council will supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that will satisfy the relevant legislation. Safety footwear and leather boot laces will be replaced by Council on a sharp for blunt basis.
- 49.4 All new graders, loaders, backhoes, trucks and rollers will be fitted with air conditioning where practicable.
- 49.5 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties will be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- 49.6 Council will provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- 49.7 Where any acidic or caustic products are used by employees, adequate facilities will be provided to enable them to wash any affected areas and an adequate quantity of barrier cream will be provided.
- 49.8 Employees will be supplied cool drinking water throughout the day.
- 49.9 No employee will be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 49.10 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee will be compensated by Council to an agreed amount.

50. Labour Hire and Contract Businesses

- 50.1 For the purposes of this subclause, the following definitions will apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to a council for the purpose of such staff performing work or services for that other council.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that council's own employees.
- 50.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises then Council will 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 occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational 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.
- 50.3 Nothing in this sub-clause of the Award is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work, Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 50.4 Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- 50.5 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.

51. Outsourcing

- 51.1 When considering contracting out or outsourcing, Council will take into account the following:
- (a) Whether there are insufficient overall resources available to meet the current Council work commitment and timetable; or
 - (b) Whether the failure to complete work in a reasonable time jeopardises the safety of the public or adversely impacts upon system performance; or
 - (c) Whether the use of outsourced or contract work is commercially the most advantageous option taking into account: the quality, safety, performance, cost and overall strategic direction of Council.
 - (d) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must provide written undertakings to comply and conform with:
 - (i) Council's safety, environmental and quality standards; and

- (ii) all Acts, Awards and Agreements affecting the employees of the Contractor.

52. Accident Pay

- 52.1 An employee of Council will be entitled to receive accident pay where the employee received an injury for which compensation is payable to the employee pursuant to the provisions of the *Workers' Compensation Act 1987* (NSW) and/or any relevant amendments or relevant successor legislation.
- 52.2 "Accident pay" means the difference between the weekly amount of compensation paid to an employee pursuant to the *Workers' Compensation Act 1987* (NSW) and/or any relevant amendments or relevant successor legislation.
- 52.3 Accident pay under these provisions will be payable for a maximum period or an aggregate of periods as per the table below:

Injury Classification	Maximum Accident Pay Period
Seriously injured	26 weeks
All other injuries	13 weeks

"Seriously injured" has the same definition as contained within section 32A of the *Workers' Compensation Act 1987* (NSW) and/or any relevant amendments or relevant successor legislation.

- 52.4 In the event that an employee receives a lump sum in redemption of weekly payments under the *Worker's Compensation Act 1987* (NSW), the liability of Council to pay accident pay will cease from the date of such redemption.
- 52.5 Where an employee recovers damages for an injury from Council for from a third independently of the provisions of the *Worker's Compensation Act 1987* (NSW) then the employee will be liable to repay Council the amount of accident pay which the employee has received under this clause and the liability of the Council for the accident pay will cease.
- 52.6 Nothing in this clause will in any way be taken as restricting or removing Council's right under the *Worker's Compensation Act 1987* (NSW) to require the employee to submit themselves to examination by a qualified medical practitioner, provided and paid for by Council. If the employee refuses to submit themselves to such an examination or in any way obstructs such an examination, then the employee's right to receive or continue to receive accident pay will be suspended until such an examination has taken place.
- 52.7 Where a medical referee or Board gives a certificate as to the condition of an employee and their fitness for employment or specifies the kind of employment for which they are fit and Council duly makes available to the employee the kind of employment falling within the terms of such a certificate and the employee refuses or fails to resume or perform the proposed employment, then all payments in accordance with this Award will cease and terminate from the date of such refusal or failure to commence such duties.
- 52.8 An employee who sustains an injury at work will notify their supervisor immediately and complete the relevant injury notification documentation within 24 hours.

53. Further Education

- 53.1 Apprentices and employees deemed to be approved students undertaking trades courses or certificate courses, part-time diploma or degree courses (including librarians) will be allowed time off to attend during working hours. The entitlement to time off is subject to the following conditions:
- That period which are allowed will be limited to eight hours per week and will in no case exceed the lesson time needed to undertake the subjects set down in the syllabus for the course studied.
 - A time sheet signed by the lecturer or the instructor covering these attendances will be produced by the student.

- (c) All courses and awards required for continuing employment and advancement in career paths are to be paid for by Council upon successful completion.
- 53.2 On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work a clerical employee will be refunded the fees paid in respect of that year.
- 53.3 On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work, and receipts for text books prescribed for that year's work, a clerical employee will be paid the cost of the prescribed text books or fifty dollars (\$50.00), whichever is the lesser amount.
- 53.4 One set of the current S.A.A. Wiring Rules will be supplied to all electrical technicians.
- 53.5 Where, with the approval of Council, an employee undertakes a TAFE College, College of Advanced Education or University Course by correspondence and it is necessary in order to qualify under such course to undergo practical training or examination outside Broken Hill, the Council will reimburse travelling expenses incurred which do not exceed the cost of a first class return rail fare.

54. Multiple Employment

- 54.1 Where an employee is employed in a second position with the employer the second position may, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:
- (i) the positions involve different duties or are in different work function areas; and
 - (ii) the employee agreed to the employment in the second position.

Any existing agreements in place prior to 17 May 2018 will continue to operate unless varied by agreement.

PART 9

SAVINGS AND TRANSITIONAL

55. Leave Reserved and No Further Claims

- 55.1 Leave is reserved for the parties to this Award to make application to the Industrial Relations Commission of New South Wales to amend this Award with provisions that facilitate:

A seven (7) day spread of hours for all employees;

Junior Rates of pay for persons less than 21 years of age.

Camping out provisions and allowance

- 55.2 Except as otherwise provided in sub-clause 46.1, it is a term of this Award that the Union undertakes not to pursue any extra claims, Award or over Award, of a general nature, for the duration of the Award.
- 55.3 Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in subclause 14.4 to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast food sub-group (Cat No 6401.0).

PART 10

SCHEDULES

Schedule 1 - Weekly Rates of Pay and Allowances

Table 1 - Weekly Rates of Pay for Entry Level

Grade	Step	FFPP on or after 1/11/2018 (3%) \$	FFPP on or after 1/7/2019 (2.75%) \$	FFPP on or after 1/7/2020 (2.75%) \$	FFPP on or after 1/7/2021 (2.75%) \$
1	1	1,004.66	1,032.29	1,060.68	1,089.84
	2	1,022.77	1,050.90	1,079.80	1,109.49
	3	1,041.35	1,069.99	1,099.41	1,129.65
	4	1,060.38	1,089.54	1,119.50	1,150.29
2	1	1,030.46	1,058.80	1,087.91	1,117.83
	2	1,049.17	1,078.02	1,107.67	1,138.13
	3	1,068.36	1,097.74	1,127.93	1,158.95
	4	1,088.17	1,118.09	1,148.84	1,180.44
3	1	1,055.93	1,084.97	1,114.80	1,145.46
	2	1,075.28	1,104.85	1,135.23	1,166.45
	3	1,095.39	1,125.51	1,156.46	1,188.27
	4	1,116.48	1,147.18	1,178.73	1,211.15
4	1	1,081.56	1,111.30	1,141.86	1,173.26
	2	1,102.05	1,132.36	1,163.50	1,195.49
	3	1,123.14	1,154.03	1,185.76	1,218.37
	4	1,145.49	1,176.99	1,209.36	1,242.62
5	1	1,111.57	1,142.14	1,173.55	1,205.82
	2	1,133.21	1,164.37	1,196.39	1,229.29
	3	1,155.98	1,187.77	1,220.43	1,254.00
	4	1,179.76	1,212.20	1,245.54	1,279.79
6	1	1,142.38	1,173.80	1,206.07	1,239.24
	2	1,165.41	1,197.46	1,230.39	1,264.22
	3	1,189.73	1,222.45	1,256.06	1,290.61
	4	1,215.02	1,248.43	1,282.76	1,318.04
7	1	1,173.85	1,206.13	1,239.30	1,273.38
	2	1,198.35	1,231.30	1,265.17	1,299.96
	3	1,224.07	1,257.73	1,292.32	1,327.86
	4	1,251.07	1,285.47	1,320.82	1,357.15
8	1	1,214.14	1,247.53	1,281.84	1,317.09
	2	1,240.65	1,274.77	1,309.82	1,345.84
	3	1,268.39	1,303.27	1,339.11	1,375.94
	4	1,297.02	1,332.69	1,369.34	1,406.96
9	1	1,255.94	1,290.48	1,325.97	1,362.43
	2	1,284.22	1,319.54	1,355.82	1,393.11
	3	1,313.03	1,349.14	1,386.24	1,424.36
	4	1,342.77	1,379.70	1,417.64	1,456.62
10	1	1,298.45	1,334.16	1,370.85	1,408.54
	2	1,327.81	1,364.32	1,401.84	1,440.39
	3	1,357.72	1,395.06	1,433.42	1,472.84
	4	1,388.52	1,426.70	1,465.94	1,506.25
11	1	1,369.42	1,407.08	1,445.77	1,485.53
	2	1,400.42	1,438.93	1,478.50	1,519.16
	3	1,432.27	1,471.66	1,512.13	1,553.71
	4	1,464.89	1,505.17	1,546.57	1,589.10
12	1	1,440.40	1,480.01	1,520.71	1,562.53

	2	1,473.16	1,513.67	1,555.30	1,598.07
	3	1,506.85	1,548.29	1,590.87	1,634.62
	4	1,541.25	1,583.63	1,627.18	1,671.93
13	1	1,511.37	1,552.93	1,595.64	1,639.52
	2	1,545.95	1,588.46	1,632.15	1,677.03
	3	1,581.42	1,624.91	1,669.59	1,715.51
	4	1,617.80	1,662.29	1,708.00	1,754.97
14	1	1,582.33	1,625.84	1,670.55	1,716.50
	2	1,618.73	1,663.25	1,708.98	1,755.98
	3	1,656.00	1,701.54	1,748.33	1,796.41
	4	1,694.20	1,740.79	1,788.66	1,837.85
15	1	1,653.31	1,698.78	1,745.49	1,793.49
	2	1,691.50	1,738.02	1,785.81	1,834.92
	3	1,730.59	1,778.18	1,827.08	1,877.33
	4	1,770.57	1,819.26	1,869.29	1,920.70
16	1	1,724.11	1,771.52	1,820.24	1,870.30
	2	1,764.07	1,812.58	1,862.43	1,913.64
	3	1,804.98	1,854.62	1,905.62	1,958.02
	4	1,846.92	1,897.71	1,949.90	2,003.52
17	1	1,830.54	1,880.88	1,932.60	1,985.75
	2	1,873.07	1,924.58	1,977.51	2,031.89
	3	1,916.85	1,969.56	2,023.73	2,079.38
	4	1,961.52	2,015.46	2,070.89	2,127.84
	2	1,982.24	2,036.75	\$2,092.76	2,150.31
	3	2,028.67	2,084.46	\$2,141.78	2,200.68
	4	2,076.09	2,133.18	2,191.84	2,252.12
19	1	2,043.63	2,099.83	2,157.58	2,216.91
	2	2,091.56	2,149.08	2,208.18	2,268.90
	3	2,140.55	2,199.42	\$2,259.90	2,322.05
	4	2,190.98	2,251.23	\$2,313.14	2,376.75
20	1	2,149.92	2,209.04	\$2,269.79	2,332.21
	2	2,200.53	2,261.04	\$2,323.22	2,387.11
	3	2,252.23	2,314.17	\$2,377.81	2,443.20
	4	2,305.37	2,368.77	\$2,433.91	2,500.84
21	1	2,256.37	2,318.42	2,382.18	2,447.69
	2	2,309.51	2,373.02	2,438.28	2,505.33
	3	2,364.11	2,429.12	2,495.92	2,564.56
	4	2,420.12	2,486.67	2,555.06	2,625.32
22	1	2,362.82	2,427.80	2,494.56	2,563.16
	2	2,418.65	2,485.16	2,553.50	2,623.73
	3	2,475.95	2,544.04	2,614.00	2,685.88
	4	2,534.67	2,604.37	2,675.99	2,749.58
23	1	2,894.94	2,974.55	3,056.35	3,140.40
	2	2,964.10	3,045.61	3,129.37	3,215.42
	3	3,035.07	3,118.53	3,204.29	3,292.41
	4	3,107.69	3,193.15	3,280.96	3,371.19
24	1	3,426.69	3,520.92	3,617.75	3,717.24
	2	3,509.18	3,605.68	3,704.84	3,806.72
	3	3,593.66	3,692.49	3,794.03	3,898.36
	4	3,680.30	3,781.51	3,885.50	3,992.35

Table 2- School Based Trainees and Apprentices Weekly Rate of Pay

Trainees

Band/Level	First Pay Period 01/07/19	First Pay Period 01/07/20	First Pay Period 01/07/21
S1 at 15 years of age	409.80		
S2 at 16 years of age or School Certificate	511.40		
S3 at 17 years of age	601.60		
S4 at 18 years of age or over or HSC	703.30		

Weekly Rates of Pay for Apprentices

	FFPP on or after 1/07/2018	FFPP on or after 1/7/2019 (2.75%) \$	FFPP on or after 1/7/2020 (2.75%) \$	FFPP on or after 1/7/2021 (2.75%) \$
Electrical Fitters - Year 1	876.36	900.46	925.22	950.67
Year 2/HSC Year 1	987.08	1,014.22	1,042.12	1,070.77
Year 3/HSC Year 2	1,097.90	1,128.09	1,159.11	1,190.99
Year 4/ HSC Year 3	1,217.27	1,250.74	1,285.14	1,320.48
HSC Year 4	1,347.13	1,384.18	1,422.24	1,461.35
Plumbers - Year 1	872.30	896.29	920.94	946.26
Year 2/HSC Year 1	982.14	1,009.15	1,036.90	1,065.42
Year 3/HSC Year 2	1,091.86	1,121.89	1,152.74	1,184.44
Year 4/ HSC Year 3	1,209.66	1,242.93	1,277.11	1,312.23
HSC Year 4	1,337.78	1,374.57	1,412.37	1,451.21
Carpenters - Year 1	872.30	896.29	920.94	946.26
Year 2/HSC Year 1	982.14	1,009.15	1,036.90	1,065.42
Year 3/HSC Year 2	1,091.86	1,121.89	1,152.74	1,184.44
Year 4/ HSC Year 3	1,209.66	1,242.93	1,277.11	1,312.23
HSC Year 4	1,337.78	1,374.57	1,412.37	1,451.21
Motor Mechanics - Year 1	872.82	896.82	921.49	946.83
Year 2/HSC Year 1	982.65	1,009.67	1,037.44	1,065.97
Year 3/HSC Year 2	1,092.59	1,122.64	1,153.51	1,185.23
Year 4/ HSC Year 3	1,210.46	1,243.75	1,277.95	1,313.09
HSC Year 4	1,338.86	1,375.68	1,413.51	1,452.38
Gardeners - Year 1	762.29	783.25	804.79	826.92
Year 2/HSC Year 1	853.67	877.15	901.27	926.05
Year 3/HSC Year 2	945.04	971.03	997.73	1,025.17
Year 4/ HSC Year 3	1,036.42	1,064.92	1,094.21	1,124.30
HSC Year 4	1,129.14	1,160.19	1,192.10	1,224.88

Table 3 - Traineeship Wage Rates

Traineeship Wage Rates	FFPP on or after 1/11/2018 (3%) \$	FFPP on or after 1/7/2019 (2.75%) \$	FFPP on or after 1/7/2020 (2.75%) \$	FFPP on or after 1/7/2021 (2.75%) \$
Year 1	903.18	928.02	953.54	979.76
Year 2	989.76	1,016.98	1,044.95	1,073.68
Year 3	1,044.43	1,073.15	1,102.66	1,132.99
Year 4	1,080.95	1,110.68	1,141.22	1,172.60
Year 5	1,119.20	1,149.98	1,181.60	1,214.10
Year 6	1,158.74	1,190.61	1,223.35	1,256.99
Year 7	1,200.20	1,233.21	1,267.12	1,301.96

Schedule 2 - Allowances

	FFPP on or after 1/11/18 \$	FFPP on or after 1/7/19 \$	FFPP on or after 1/7/20 \$	FFPP on or after 1/7/21 \$
Meal Allowance (Clause 14.4)	11.79			
Community Language and Signing work (clause 21.3)	21.59p.w	22.13p.w.	22.68p.w.	23.25p.w
First Aid Allowance (Clause 21.4(c)) p/w	18.91p.w	19.38p.w.	19.87p.w.	20.36p.w.
Broken Shift allowance (Clause 14.22) per shift	6.32p.s	6.48p.s.	6.64p.s.	6.81p.s.
On call - on ordinary working day (Clause 14.13)	18.82p.d	19.29p.d.	19.77p.d.	20.27p.d.
On call - on other days, not ordinary working (Clause 14.14)	37.63p.d	38.57p.d.	39.54p.d.	40.52p.d.
On call - maximum per week (Clause 14.15)	169.37p.w	173.60p.w.	177.94p.w.	182.39p.w.

Schedule 3 - Progression Guidelines

The progression rules detailed below have been established to assist the industry parties to the Broken Hill City Council Consent Award, regarding the operation of Council Salary Systems. At the local level where significant issues are identified in relation to the operation of the Salary System the matter will be referred to Council's Consultative Committee for consideration and where appropriate for recommendation to the General Manager for decision. In the event that a dispute arises the rules detailed below will be used by the industry parties to assist in the resolution of such disputes.

1. Banding

The appropriate Band for each position will be determined by reference to the Qualifications and Experience descriptor as provided by Clause 19, Rates of Pay and Related Matters and clause 20, Skill Descriptors of the Broken Hill City Council Award.

2. Levelling and Grades

The Level and Grade of the position will be established through the evaluation of the position using the Council's endorsed Job Evaluation System. This evaluation will occur consistent with the Job Evaluation Policy as adopted by Council.

Positions will be re-evaluated in the following circumstances:

If the position is newly created.

If a significant change has occurred in the duties and responsibilities of the position, which is confirmed by the relevant (Director/Officer).

If an evaluation has been conducted and has resulted in an apparent anomaly.

Where an existing position has been re-evaluated and where the outcome is a different grade, such re-evaluation will be referred to the consultative committee for consideration and the current positions incumbent will be advised accordingly.

3. Position Descriptions

The position description identifies the range of skills, responsibilities, duties and qualifications in order of priority from the essential criteria to the most desirable.

These criteria are detailed in each of the skills steps to facilitate the assessment of skill at the time of the salary review, and to avoid disputes regarding the movement through the skill steps.

Position descriptions will not impose artificial barriers that will prohibit individual salary progression through the full range of skill steps.

4. Skills Assessment

Council will adopt a consistent and objective method for assessing skills.

An assessment of the skills acquired and used will be undertaken on an annual basis and in those cases where the employee has acquired new skills that would lead to progression under the salary system.

New employees will be paid at the Skill Level rate of pay consistent with the skills they bring to Council. Placement at a Skill Level higher than the entry level will occur when the new employee meets the required skills for the position.

5. Salary Review

Annual salary reviews will require the Manager of the position to determine whether the employee has acquired and is using the skills necessary to progress to the next step, or steps.

In the event that there is a dispute between the employee and the Manager on the outcome of the skills review the assessment will be referred to an appeal panel. In the event that the employee does not agree with the decision of the appeal panel the matter will be referred to the Director. The employee may have access to the grievance and disputes procedure at any point of the appeal process.

6. Other matters relating to the Implementation of the Salary System.

(a) Training

Employees will be provided with reasonable and equitable access to the training which will facilitate progression.

(b) Allowances - (Former Award Allowances Only)

Except where allowances have been incorporated into rates of pay, award allowances will be paid in addition to the rates established within the salary ranges.

(c) Council's Budget

Council will in considering the budget each year ensure that the skill progression detailed in these rules is properly funded and that employees will move through the skill steps based assessment against the criteria detailed in the position descriptions.

(d) Award Variations

The Grades and Salary Steps, as contained within the salary structure of the salary system will be increased by the same quantum and be operative from the same date as variations in the Broken Hill City Council Award.

(e) Dispute Procedure

Disputes which arise through the operation of Council's Salary System will be handled consistent with Clause 44, Dispute Resolution Procedures, of the Broken Hill City Council Award.

(f) Publication

Copies of the Salary System will be published by Council and made available to all employees. The published document will contain copies of the current salary structure and the progression rules. Each individual will be provided with a copy of their Position Description.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

PARAMEDICS AND CONTROL CENTRE OFFICERS (STATE) AWARD 2021

AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2009*.

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

E. ROBINSON *Industrial Registrar.*

Schedule of Award and Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette	
			Vol.	Page
C9495	05/08/2022	27 May 2022	392	684

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This Award shall be known as the "Paramedics and Control Centre Officers (State) Award 2021".

2. Arrangement

Clause No. Subject Matter

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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

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

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

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

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

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

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

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

"Shift Worker" means an employee who is not a day worker as defined. "The Ministry" means the Ministry of Health.

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

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

5. Classifications

(a) Division 1

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

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

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

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

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

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

(b) Division 2

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

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

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

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

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

Paramedic (Aeromedical) position or is working as an independent Critical Care Paramedic (Aeromedical) on a Critical Care Paramedic (Aeromedical) roster.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

(xxi) Duty Control Centre Officer - Paramedic

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

(xxii) Duty Control Centre Officer - Non-Paramedic

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

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

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

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

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

(xxiv) Aeromedical Control Centre Officer means an employee who has successfully completed the requirements for and is appointed to an Aeromedical Control Centre Officer position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

6. Introduction of Change

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

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

SECTION 2 - EMPLOYMENT CONDITIONS

7. Employees' Duties

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

- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies and Promotion

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

9. Appointment of Officers

- (a) All employees appointed, excepting Trainee Patient Transport Officers, shall be appointed on probation for a period of twelve months from the date of their appointment or re-appointment to the Service. For Trainee Patient Transport Officers, the period of probation will be six months from the date of appointment or re-appointment to the Service.
- (b) An employee engaged under this Award shall be engaged as a permanent full-time, permanent part-time, temporary full-time, temporary part-time, or casual.
- (c) Every employee will be provided with a position description as developed between the parties commensurate with their position, which he or she will be required to sign.
- (d) Permanent Full-Time Employee
- (i) A permanent full-time employee is a permanent employee who is required to work an average of 38 hours per week in accordance with clause 20, Hours of Duty.
- (e) Permanent Part-Time Employee
- (i) A permanent part-time employee is permanently appointed by the Service to work a specified number of hours per week, which are less than the full-time hours prescribed in clause 20, Hours of Duty.
- (ii) A permanent full-time employee may also work as a permanent part-time employee for an approved specified period of time e.g. 12 months. The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities. At the conclusion of the approved specified period of time, the employee will revert to their permanent full-time status.
- (iii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least 7 days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.

- (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A - Wages or Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates, with a minimum payment of two hours for each start.
 - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 13, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full-time hours.
 - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 21, Allocated Days Off.
 - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
 - (viii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
 - (ix) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time. The duties may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be full-time or part-time.
 - (iii) A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full-time employee in the same classification plus 10 per cent loading. The loading shall not apply if:
 - 1. The period of employment extends beyond 13 weeks
 - 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 2 hours for each start.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (v) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(g) Casual Employee

- (i) A casual employee is engaged on an hourly basis for a short period of time. The nature of the work performed would be irregular, intermittent, urgent or short term. However, employees will be allocated sufficient hours of work required to maintain a certificate to practice.
- (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, Classifications, plus 10% loading with a minimum payment of two hours for each start. This loading is in recognition of the casual nature of the work and the leave entitlements forgone. Annual leave entitlements are in accordance with the *Annual Holidays Act 1944*, as amended or replaced from time to time.
- (iv) Casual employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(h) Secure Employment

Objective of this Clause

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

Casual Conversion

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

- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (h)(iii) of this clause, the Service and employee shall, in accordance with this subclause, and subject to said paragraph (h)(iii), discuss and agree upon:
- a. whether the employee will convert to full-time or part-time employment; and
 - b. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part-time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Service and the employee.
- (vii) Following an agreement being reached pursuant to paragraph (vi) of this subclause, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

10. Termination of Employment

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

SECTION 3 - WAGES AND MONETARY ENTITLEMENTS**11. Wages**

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1A - Wages and Table 1B - Control Centre Staff - Wages Section 8, Monetary Rates.
- (b) Wages shall be paid fortnightly by electronic transfer.
- (c) For each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.
- (d) Overtime and penalty rates shall be paid within one week of the end of the pay period in which such overtime or penalty rates were worked.
- (e) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales, as nominated by the employee, except where agreement as to another method of payment has been reached between the Unions and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

12. Allowance and Classification Arrangements

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

13. Climatic and Isolation Allowance

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

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, 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 7 of the said Table 2A - Allowances of Section 8, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

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

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

14. Travelling Time and Expenses

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

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

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

15. Travelling on Cases

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

and clause 20B, Evaluation and Transition To Crib Break Arrangements), the payment for any crib/meal directed to be taken away from station will be the rate prescribed at Item 9 of Table 2A - Allowances of Section 8, Monetary Rates.

- (ii) Where an employee is entitled to two crib breaks per shift, the payment for any crib directed to be taken away from station will be the lower rate as prescribed at Item 10 of Table 2A - Allowances of Section 8, Monetary Rates. The number of crib breaks per shift is prescribed in clause 20, Hours of Duty.
- (d) The provisions of this clause will be reviewed by the Commission in conjunction with the review of rosters and crib breaks to be undertaken in accordance with clause 20A, Evaluation and Transition to New Roster Arrangements, and clause 20B, Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast.
- (e) Where an employee is required to transport a case which involves two or more hours travelling the employee shall be entitled to a paid break of ten minutes duration each two hours.
- (f) The ten-minute break prescribed by subclause (e) of this clause is not cumulative.
- (g) No single officer transports will be allocated where it is reasonably expected that the travelling time of the round trip will be in excess of eight hours.

16. Relieving Other Members of Staff

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

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

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

- (d) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the NSW Health Policy Directive PD2016_010, Official Travel, as amended or replaced from time to time.
- (e) If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 23, Employees On Call.

- (f) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

17A. Special Events Coverage

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

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

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

17B. Non-Operational Activity

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

18. Salary Sacrifice to Superannuation

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

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

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

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

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

19. Salary Packaging

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

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

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

- (f) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044, Salary Packaging, as amended from time to time.
- (g) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

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

SECTION 4 - HOURS OF WORK

20. Hours of Duty

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

20A. Evaluation and Transition to New Roster Arrangements

Sydney and Central Coast

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

Other than Sydney and Central Coast

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.

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

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

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

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

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

- (e) The prescribed penalty in (d) above will be reduced as follows:
- (i) By 25% between the 12 September 2008 to 5 December 2008
- (ii) By a further 25% between 5 December 2008 to 16 January 2009 - (a total reduction of 50%).
- (iii) By a further 25% between 16 January 2009 to 27 February 2009 - (a total reduction of 75%)
- (f) Employees participating in the roster evaluation in 20A(a) will be paid either the amount prescribed in 20B(e) or the historical average of the allowance paid for the particular group of employees, whichever

is the greater. The historical average is based on payments made to employees in the relevant dispatch board over the six months ending 12 September 2008. The reconciliation will correspond with the pay period.

- (g) The penalty for a missed or incomplete meal break will be at the rate prescribed in 20B (d) above.

21. Allocated Days Off

(a)

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

- (xi) Where a shift worker's allocated day off falls on a special or additional public holiday, he or she shall be paid an additional day or half day's pay, as the case may be, at ordinary rates.

22. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 20, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 7 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 7 days' notice. In so doing, due regard will be had to the family and carers commitments of employees affected.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs and case priority. This will include the deployment of officers to meet operational needs. Efficient deployment may require an officer to report for duty at another work location within the shift or roster. Deployment to another station within the roster will only occur within reasonable travelling distance (having regard to the circumstances of each case).
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
 - (i) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Service and the employee.
 - (ii) However, an employee who works so much overtime after the completion of their shift on any day that results in less than eight consecutive hours off duty before the commencement of their next shift will be released after the completion of such overtime until they have had eight consecutive hours off duty, with no loss of pay for ordinary working time occurring due to such absences.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:
 - (i) Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - (ii) Shift swaps should only occur on the basis that each employee maintains an average of 38 hours per week.
 - (iii) Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- (h)
 - (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum 6 hours between the shifts.
 - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
 - (iii) Where an employee's normal rostered day off is cancelled by the Service, he or she shall be paid at overtime rates unless otherwise agreed between the parties.

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

23. Employees On Call

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

- (c) Where an employee who is on call is called out for duty which in total involves 4 hours or more actual work within 8 hours of the scheduled commencement of their next rostered shift, he or she shall be entitled to exercise the Rest Options provision of the Service's Fatigue Management Standard Operating Policy.
- (d) An employee who is not on call shall only be recalled to duty with the employee's agreement.
- Such a recall is subject to the same provisions as recalls performed when an employee is on call.
- (e) The provision of paragraph (b)(i) of this clause shall not apply to employees attached to One-Officer Branch Stations or to employees supplied with quarters as set out in subclause (b) of clause 38, Accommodation, who are recalled to duty but not required to leave the station, in which case, the employee shall be paid for the actual period or periods of duty in any one day a minimum of two hours at overtime rates.
- (f)
- (i) The weekly on-call allowance as set out in Item 4 of Table 2A - Allowances of Section 8, Monetary Rates, shall apply in the following circumstances:
- (1) Employees required by the Service to be on call on a roster other than a modified hours roster;
 - (2) Employees employed on or before 31 July 1988 who are required by the Service to be on call; or
 - (3) Employees who are required by the Service to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.
- (ii) The daily on-call allowance as set out in Item 3 of Table 2A - Allowances of Section 8, Monetary Rates, shall apply in all other circumstances where an employee is required by the Service to be on call.
- (iii) The provisions of paragraphs (i) and (ii) of this subclause (f) shall not apply to resident employees in One-Officer Branch Stations, as defined in subclause (a) of clause 38, Accommodation.
- (iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.
- (g) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a service vehicle is provided for this purpose.
- (h) If an employee rostered on call is required to use his or her own motor vehicle, then he or she shall be paid the specified journey rate as prescribed by clause 5.1.3 of the NSW Health Policy Directive PD2016_010, Official Travel as amended from time to time, for all kilometres travelled.

24. Overtime

- (a) Subject to clause 23, Employees On Call, all time worked in excess of the rostered hours on any one day shall be paid for at the rate of time and one-half for the first two hours and thereafter at the rate of double time, provided that overtime worked on a Public Holiday shall be paid for at the rate of double time and one-half.
- (b) Overtime shall be computed on the wages prescribed by Table 1A - Wages and Table 1B - Control Centre Staff - Wages in Section 8 Monetary Rates, and the allowance prescribed by clause 23, Employees On Call, as compensation for time on-call shall be disregarded.
- (c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the Service.

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

25. Reasonable Hours

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

26. Time Off in Lieu of Overtime

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

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

27. Penalty Rates for Shift Work and Weekend Work

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

28. Public Holidays

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

- (iii) For the purpose of paragraph (b)(i) and (b)(ii) of this clause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1A - Wages and Table 1B - Control Centre Staff - Wages of Section 8, Monetary Rates.
- (c) Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in stations located in such city or town. Equivalent payment means double time and one-half.
Where a shift worker's rostered day off falls due on such day, he or she shall be paid, in addition to his appropriate weekly rate of pay, an extra day or half days pay at ordinary rates, whichever is applicable.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service to be taken in the Christmas New Year period, or other suitable period as agreed between the Service and the Union and shall be regarded for all purposes of this clause as any other public holiday.

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

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

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

SECTION 5 - LEAVE ENTITLEMENTS

29. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
 - (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
 - (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.
 - (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this subclause commenced accrual on 4 February 2002)
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, than 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 month period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. Provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months. Providing further that, with the agreement of the Service, an employee may take their annual leave in one period of 6 weeks duration.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (e)(i) of this clause.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this subclause shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the Service, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (v) Employees may exchange/split annual leave by mutual arrangements with the approval of the Service, provided that such exchange complies with paragraph (e)(i) of this clause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an allocated day off duty as prescribed in clause 21, Allocated Days Off, shall not accrue when an employee is absent during their four weeks annual leave as provided for under the terms of the *Annual Holidays Act* 1944. However, employees entitled to allocated days off duty in accordance with clause 21, Allocated Days Off, shall accrue credit towards an allocated day off duty in respect to any additional periods of annual leave which is granted to employees in excess of the abovementioned four weeks.

30. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act* 1944, become entitled to annual leave under this clause shall be paid in respect of such leave an annual leave loading of 17.5 per cent 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 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per subclause (a) of clause 29, Annual Leave, and provided further that in no instance is the calculated amount to exceed 17.5 percent of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as provided by the Crown Employees (Public Sector - Salaries 2019) Award, as varied or replaced from time to time.

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

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

- (a) Employees shall be granted family and community services leave and personal/carers' leave in accordance with the provisions of the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

31A. Family Violence Leave

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

an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.

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

32. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the Maternity, Adoption and Parental Leave provisions of the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

A. Maternity Leave

(a) Eligibility for Paid Maternity Leave

(i) Full-time employees

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

(ii) Permanent part-time employees

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

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

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

(b) Entitlements to Paid Maternity Leave

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

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

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

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

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

(f) Variations of Maternity Leave

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

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

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

(g) Staffing Provisions

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

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

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

(i) Illness Associated with Pregnancy

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

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

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

(k) Stillbirth

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

(l) Miscarriage

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

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

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily 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 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

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

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) All 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:
- on a normal fortnightly basis; or in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
- (ii) Unpaid Adoption Leave
- Eligible employees are entitled to unpaid adoption leave as follows:
- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) Applications for Adoption Leave
- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally 8 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:

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

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

- (iv) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at 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,

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

E. Communication During Leave

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

32A. Lactation Breaks

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

- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

33. Study Leave

Employees shall be granted Study leave on such terms and conditions prescribed by the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

34. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the NSW Health Policy Directive PD2019_010, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

35. Long Service Leave

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

36. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate 114 hours in any period of 12 months.

- (ii) Sick leave hours will be deducted at a rate equal to the length of the shift for which the employee was rostered i.e. sick leave hours will be deducted for the equivalent number of ordinary hours that would otherwise have been worked.
 - (iii) In the event of an employee not taking the full period of 114 hours in any period of 12 months, the untaken period of such leave shall accumulate.

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

SECTION 6 -MISCELLANEOUS

37. Uniforms

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

- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Item 13 of Table 2A - Allowances of Section 8, Monetary Rates.

38. Accommodation

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

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

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

- (b) Two-Officer Branch Stations - If an employee is supplied with quarters attached to an ambulance station, the maximum weekly rent shall not exceed the weekly on-call allowance specified in Item 4 of Table 2A - Allowances of Section 8, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Ministry's Policy Directive PD2009_061 Accommodation - Health Owned - Consideration of Rental/Market Rental Assistance Grant, as updated or replaced from time to time.
- (d) Where an employee is provided with accommodation and is transferred or resigns, he or she shall be given not less than four weeks' notice to vacate such accommodation, such notice to take effect from the date of notification of transfer or resignation.

39. Lockers and Showers

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

40. Union Subscriptions

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

41. Union Notice Boards

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

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

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

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

43. Anti-Discrimination

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

NOTES -

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

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

44. Benefits Not to be Withdrawn

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

45. Exemptions

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

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

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

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

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

46. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Paramedics and Control Centre Officers (State) Award 2019 published 20 March 2020 (387 I.G. 125), and all variations thereof.
- (b) It shall apply to all employees as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year.

SECTION 8 - MONETARY RATES

Table 1A - Wages

Classification	Rates from first full pay period on or after (ffppoa) 01/07/2021 2.04% \$ per week
Patient Transport Officer	
Year 1	1,067.99
Year 2	1,115.60
Trainee Paramedic	
One Salary Rate	1,246.25

Paramedic Intern	
Year 1	1,281.61
Year 2	1,306.14
Paramedic	
Year 1	1,390.02
Year 2	1,490.45
Paramedic Specialist	
Year 1	1,602.05
Year 2	1,646.14
Year 3	1,695.59
Critical Care Paramedic (Aeromedical)	
Year 1	1,792.69
Year 2	1,839.14
Critical Care Paramedic (Aeromedical) Team Leader	
One Salary Rate	1,931.08
Team Leader	
One Salary Rate	1,780.43
Station Manager	
One Salary Rate	1,848.39
District Manager	
One Salary Rate	1,916.14
Clinical Training Officer	
One Salary Rate	1,916.14
Clinical / Paramedic Educator	
Year 1	2,332.17
Year 2	2,490.35

Table 1B - Control Centre Staff - Wages

Classification	Rates from first full pay period on or after (ffppoa) 01/07/2021 2.04% \$ per week
Ambulance Control Centre - Non-Paramedic	
Trainee	1,290.21
Year 1	1,326.79
Year 2	1,352.25
Ambulance Control Centre Paramedic	
Year 1	1,438.61
Year 2	1,543.01
Ambulance Control Centre Paramedic Specialist	
Year 1	1,579.58
Year 2	1,633.34
Year 3	1,684.20
Duty Control Centre Officer	
Non-Paramedic	
One Salary Rate	1,851.94
Paramedic	
One Salary Rate	1,903.24
Senior Control Centre Officer	
One Salary Rate	1,957.10
Aeromedical Control Centre Officer	
One Salary Rate	1,946.23

Table 2A - Allowances

Item No.	Clause	Allowance Description	Rates from first full pay period on or after 01/07/2021 2.04% \$
1	5	Specialist Allowance (per week)	49.90
2	5	Rescue (Standby) Allowance (per week)	17.20
3	23	On Call Allowance (AO) (per 24 hours)	24.20
4	23	On Call Allowance (AO) (per week)	96.90
5	5	Ambulance Studies Certificate Allowance (current recipients only) (per week)	29.30
6	13	Climatic and Isolation Allowance - (a) ** (per week)	4.90
7	13	Climatic and Isolation Allowance - (b) ** (per week)	9.70
8	15	Travelling Meal Allowance** (each)	31.95
9	15	Meal Away from Station ** (each)	31.95
10	15(c)(ii)	Crib Away from Station ** (each)	15.98
11	24	Overtime Meal Allowance ** (each)	31.95
13	37	Laundry ** (per week)	14.00

** This is not subject to Award wages increases.

Table 2B - Additional Allowances

Uniformed Control Centres Staff

Item No.	Clause	Allowance Description	Rates from first full pay period on or after 01/07/2021 2.04% \$
1	5	Control Centre (Standby) (per week)	25.80
2	5	Control Centre Allowance (per week) (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time).	102.20
3	5	Duty Control Centre Air Ambulance (per week) (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998)	16.10

Table 2C - Living Away From Home Allowance

Clause	Allowance Description	Rates from first full pay period on or after 01/07/2021 2.04% \$
16	Living Away From Home Tier 1 * (per day)	136.45
16	Living Away From Home Tier 2 * (per day)	126.15

*This is not subject to Award wages increases.

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner Sloan

15 June 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 20 June 2022 and 18 July 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.18
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.26
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.26
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.26
Rigid-carrying capacity over 14 tonnes or more	\$0.33
Single Axle Prime Mover	\$0.34
Bogie Axle Prime Mover	\$0.41

For pay periods commencing between 18 May 2022 and 19 June 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.10
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.17
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.25
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.25
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.25
Rigid-carrying capacity over 14 tonnes or more	\$0.32
Single Axle Prime Mover	\$0.32
Bogie Axle Prime Mover	\$0.39

2. Delete the table in subclause 3.3 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, and insert in lieu thereof the following:

For pay periods commencing between 20 June 2022 and 18 July 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.65
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.65
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.65

Rigid-carrying capacity over 14 tonnes or more	\$4.68
Single Axle Prime Mover	\$4.69
Bogie Axle Prime Mover	\$5.70

For pay periods commencing between 15 May 2022 and 19 June 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.45
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.45
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.45
Rigid-carrying capacity over 14 tonnes or more	\$4.42
Single Axle Prime Mover	\$4.44
Bogie Axle Prime Mover	\$5.39

3. This variation will take effect on 20 June 2022.

D. SLOAN, *Commissioner*

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