

FAIR WORK COMMISSION

Fair Work Act 2009 (Cth)

**Family and Domestic Violence Leave Review
(AM2021/55)**

Witness Statement of Tess Oxley

1. My name is Tess Oxley. I am a paramedic with the Ambulance Service of New South Wales. I make this statement on behalf of the Health Services Union (**HSU**) in my capacity as a registered paramedic in the state of New South Wales.
2. I make this statement to the best of my own knowledge. Where I make statements based on information provided by others, I believe such information to be true to the best of my knowledge and understanding.

Background and Qualifications

3. I have been a qualified and registered paramedic in the state of New South Wales for about 11 years. From April 2010 to April 2013, I completed a Diploma of Paramedical Science via on-the-job training through NSW Ambulance. This training, now largely replaced by a tertiary qualification, was equivalent to doing a trade or apprenticeship. I have worked as a full-time paramedic since completing my Diploma. I am based in South West Sydney, although my station also attends to jobs in areas of regional NSW.
4. I am a member of the HSU and have been a workplace delegate for about 5 years. I am a senior delegate on the union's Ambulance Council and the Chair of the HSU's Women's Advocacy Group. I was involved in the 'We Won't Wait Campaign' to win 10 days paid family and domestic violence leave for NSW public sector workers. I became involved because I have seen firsthand through my work as a paramedic the importance of paid leave in making sure that people injured through family and domestic violence can access the healthcare and support that they need to recover. From my observations and based on my experience, financial concerns are the biggest barrier to accessing this support.

Paid family and domestic violence leave under the Ambulance Award

5. All NSW public sector employees, including paramedics, now have access to 10 days paid family and domestic violence leave. A copy of the NSW government policy is attached and marked **TO-1**.

6. Prior to this, we only had access to 5 days unpaid leave through the *Paramedics and Control Centre Officers (State) Award 2018 (the Ambulance Award)*, a copy of which is attached to this statement and marked **TO-2**. We could only access this unpaid leave after all other forms of leave were exhausted.
7. In my role as HSU delegate, I have been approached by members about accessing both paid and unpaid family and domestic violence leave. I have supported about two or three people in the three years since paid leave was introduced. In my experience, unpaid leave was not adequate to support people. As workers in the public sector we budget our lives tightly. People told me that having to take unpaid leave only seemed to make the problems they were experiencing feel like they are further building up, just in a different pile, and increased family stresses. I have noticed this is especially the case when children are involved, as children's expenses continue despite parents not getting paid. A lot of people have approached me for assistance but don't end up taking up the paid leave entitlement because there is still a massive stigma, particularly among health professionals – there's a culture that we're supposed to be strong and capable and look after others, and not get ourselves into these situations where we need help. I have been approached by colleagues who need paid family and domestic violence leave but have been too ashamed to apply for it.

My role

8. In my role, I attend all 000 calls for ambulance, no matter what the type of incident. I predominantly operate in lower socio-economic areas of NSW. I estimate that about 45-55 per cent of the jobs I attend involve some element of family and domestic violence. In the vast majority of cases, the patient who has been injured is a woman with children. The children, if not also injured, are usually witness to the abuse.
9. In my role as a paramedic, I am often the first person to come into contact with a person experiencing family and domestic violence when there has been an acute peak of physical violence and the person has suffered physical injuries. During my years working as a paramedic I have seen a wide range of physical injuries as result of family and domestic violence, including severe facial injuries, burns, broken limbs, and abdominal injuries. Sometimes the family and domestic violence is secondary to other health issues; for example I can recall being called to treat someone experiencing shortness of breath, and it became clear after treating the person that she had been experiencing family and domestic violence and was suffering from a panic attack as a result.
10. When I'm treating someone, I talk to the patient to try to ascertain what has happened to cause the injuries. If I can see or am told that it is a family and domestic violence situation, I offer to take the person to the nearest hospital where I can link them up with social workers or other qualified professionals. In my experience, the primary reason a patient will refuse to come to the hospital with me is because of the costs associated with it – usually the fact that they can't afford to take

time off work or don't have access to any leave. People are often worried about the costs of the ambulance, even though they don't have to pay for it. Financial worries are a particular issue because the people I assist are not wealthy people and have no savings to fall back on. I know this because they tell me they are worried about the financial impacts of attending hospital and the impact on their employment.

11. In my experience it makes a huge difference what kind of job the patient has as to whether or not they are eligible to access paid time off work. There are usually two scenarios – people who can't afford to take time off because they don't have paid leave; and people who are casually employed who don't have any leave at all, who tell me they're worried they'll be fired if they don't turn up to work. People employed by the government are usually much more likely to seek help when I tell them they have access to paid leave.
12. I learn a lot about a patient's financial situation in talking to them because it is usually their main concern – the costs of treatment and disruption to their work. Often patients tell me their partners control all the money and they don't have ready access to bank cards etc. Sometimes the only money that is theirs is the money they earn in a casual job and they tell me they can't risk losing the work by taking time to seek healthcare because they have no leave to take. Through my involvement in the 'We Won't Wait Campaign' I have learned which workplaces now provide access to paid family violence leave, and I can let patients know if they are employed by an employer who provide paid leave. Often they don't know what they have access to.
13. My involvement is limited to first contact with a patient and then a handover to the hospital, if they agree to come. We don't stay involved after that. In my experience a patient is much more likely to come with me to the hospital if they know that their employer will provide them with paid family and domestic violence leave or they have some other form of financial security. When we arrive at the hospital, I do a handover to a social worker and explain the situation and provide them with everything I have documented – this is all done in front of the patient so they know what information is being transferred and remain in control.
14. In my experience, by the time I become involved, accessing sick leave is often not a possibility. For many of my patients, the abuse has been so systemic they have long used up any leave they have. Again, this is especially so with children involved. Women in the communities I work in are the main caregivers and so have had to use their leave to care for their children. Patients with casual work don't receive sick leave and in the socioeconomic areas where I work, their pay, even at an increased rate, is not enough for them to have savings to rely on. Sick leave of more than one day often also involves needing a medical certificate and patients don't always feel comfortable sharing this information with their GP; especially in smaller cultural communities where their GP may be involved with their family life. I am aware that paid family and domestic violence leave accepts multiple other documents as evidence so that, for example, my documentation as a paramedic is

enough for patients to access the leave.

15. During the COVID-19 pandemic, I have noticed that the amount of family and domestic violence has increased, however it is the more subtle cases I have noticed increasing, as opposed to acute physical outbursts. These are hard jobs to attend, because after the patient has been treated for their primary complaint, if we don't have their trust and they don't have options to access support, they are discharged back into the family and domestic violence environment.

30 July 2021

Domestic and Family Violence Workplace Support Policy – Guiding Principles for Agencies

The NSW Government strongly supports initiatives that enable and support victims of domestic and family violence to continue to participate in the workforce.

A Domestic and Family Violence Workplace Support Policy has been developed to assist agencies to support NSW Government Sector employees who experience domestic and family violence.

The NSW Government strongly supports initiatives that enable and support victims of domestic and family violence to continue to participate in the workforce.

The workplace can make a significant difference to employees experiencing domestic and family violence by providing appropriate safety and support measures. Fostering a workplace culture where employees experiencing domestic and family violence are supported at work while also having access to adequate leave contributes to a healthy and safe working environment for all.

A Domestic and Family Violence Workplace Support Policy – Guiding Principles for Agencies has been prepared by Public Sector Industrial Relations and Women NSW (Department of Family and Community Services) in consultation with the Public Service Commission.

See Attachment: Domestic and Family Violence Workplace Support Policy – Guiding Principles for Agencies .

This circular supersedes NSWTC 14-16.

Michael Pratt AM
Secretary

Further Information: Public Sector Industrial Relations
ph 9228 5987, psir@industrialrelations.nsw.gov.au

NSW Treasury website: www.treasury.nsw.gov.au/

Which agencies does this Circular apply to?

This Circular applies to all Government Sector Agencies, as defined in the *Government Sector Employment Act 2013*. Other Public Sector agencies and State Owned Corporations are encouraged to provide the same support to their employees.

Who needs to know about this Circular?

Secretaries, Chief Executives, Senior Executives, Managers, Payroll, Industrial Relations, Human Resources.

Web: www.treasury.nsw.gov.au

Date: 28 June 2019

This circular supersedes NSWTC 14-16



Domestic and Family Violence Workplace Support Policy – Guiding Principles for Agencies

Summary: This policy is designed to assist agencies to support NSW Government Sector employees who experience domestic and family violence



Document approval

The Domestic and Family Violence Workplace Support Policy – Guiding Principles for Agencies has been endorsed and approved by:

Michael Pratt AM

Secretary, NSW Treasury

Approved: 27 May 2019

Michael Coutts-Trotter

Secretary, Family and Community Services

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1 Purpose of policy

1.1 Purpose

The NSW Government strongly supports initiatives that enable and support victims of domestic and family violence to continue to participate in the workforce.

The workplace can make a significant difference to employees experiencing domestic and family violence by providing appropriate safety and support measures. Fostering a workplace culture where employees experiencing domestic and family violence are supported at work while also having access to adequate leave contributes to a healthy and safe working environment for all.

This policy supports the NSW Government's commitment to tackling domestic violence under the *Domestic and Family Violence Blueprint for Reform 2016-2021: Safer Lives for Women, Men and Children*, which sets out directions and actions to reform the domestic violence system in NSW over a five year period.

The Blueprint provides the framework for building an effective system that addresses the causes and responds to the symptoms of domestic and family violence. It includes strategies to prevent domestic and family violence, intervene early with individuals and communities at risk, support victims, hold perpetrators to account, and improve the quality of services and the system as a whole.

1.2 What are the impacts of domestic and family violence on work performance and attendance?

Domestic and family violence can have wide ranging impacts on a person's life including upon their physical and mental health, social and financial situations. The consequences of domestic and family violence to an employee can be significant and may occur over prolonged periods of time.

The implications which may be faced include relocation costs and workplace disruption in order to attend to the consequences of the violence. Time is often needed away from work to attend court, counselling or health appointments for themselves and/or their children and find new accommodation and schooling when leaving violence.

Paid work is critical in providing financial stability to people experiencing domestic and family violence. It also enables victims to make informed decisions about their safety while recovering from the effects of the violence they have experienced.

1.3 Background

This policy was developed by Women NSW (Department of Family and Community Services) and Public Sector Industrial Relations (NSW Treasury), in consultation with the Public Service Commission.

2 Definitions

2.1 Domestic and family violence

Domestic and family violence includes any behaviour, in an intimate or family relationship, which is violent, threatening, coercive or controlling, causing a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour¹.

Domestic and family violence can include physical and sexual violence. It can also include verbal, emotional, social, psychological, and financial abuse, and other behaviours that limit a person's freedom to think and act.

An intimate relationship refers to people who are (or have been) in an intimate partnership whether or not the relationship involves or has involved a sexual relationship. A family relationship includes people who are related to one another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling and extended family relationships.

While anyone can experience domestic and family violence, women are disproportionately affected. The results of the ABS 2016 Personal Safety Survey indicate that 17 per cent of women and 6 per cent of men had experienced violence – including physical and/or sexual violence - by a partner since the age of 15. One in four women and one in six men had experienced emotional abuse by a partner since the age of 15. These statistics relate to previous and current partners that respondents had lived with.

2.2 Family Violence in Aboriginal Communities

The term Family Violence is accepted amongst Aboriginal and Torres Strait Islander people as a more appropriate term to describe violence perpetrated against Aboriginal people, families and communities².

The term Family Violence includes violence perpetrated within intimate partner relationships, however, it also encompasses other forms of violence

¹ NSW Government. (2014). *It Stops Here: Standing together to end domestic and family violence in NSW*. Retrieved from <https://www.facs.nsw.gov.au/download?file=593053>

² Department of Communities and Social Inclusion, Government of South Australia. *Domestic Violence Workplace Policy Staff Guidelines*. Retrieved from https://officeforwomen.sa.gov.au/__data/assets/pdf_file/0019/16363/DCSI_DomesticViolenceWorkplacePolicy_Staff-_Guidelines.pdf

perpetrated against individuals, families and communities. Whilst the term domestic violence is commonly used, it is important to recognise for Aboriginal employees, the term family violence may be more appropriate³.

3 Scope and application

This policy applies to all Government Sector Agencies, as defined in the *Government Sector Employment Act 2013* (NSW).

Other Public Sector agencies and State Owned Corporations are encouraged to provide the same support to their employees.

This policy should be read in conjunction with the following:

- Premiers Memorandum [M2018-03 Support for Employees Experiencing Domestic and Family Violence Leave](#)
- [Determination No. 3 of 2018 Support for Employees Experiencing Domestic and Family Violence](#) which applies to the Public Service

4 Legislation

- *Government Sector Employment Act 2013* (NSW)
- *Work Health and Safety Act 2011* (NSW)

5 Roles and responsibilities

All NSW Government sector agencies are encouraged to implement a domestic and family violence workplace support policy that is tailored to the particular needs of their workforce.

This policy provides a framework for agencies to use when developing their own workplace domestic and family violence policy which is to be at least as beneficial as, and can sit alongside this policy.

³ Department of Communities and Social Inclusion, Government of South Australia. *Domestic Violence Workplace Policy Staff Guidelines*. Retrieved from https://officeforwomen.sa.gov.au/__data/assets/pdf_file/0019/16363/DCSI_DomesticViolenceWorkplacePolicy_Staff-_Guidelines.pdf

6 Policy statement

6.1 Leave entitlements

NSW Government Sector employees are entitled to ten days paid domestic and family violence leave per calendar year. This leave is to be non-cumulative and can be taken in part-days, single days, or consecutive days. This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.

Both ongoing and temporary employees are entitled to the leave. Temporary and part-time employees are entitled to the leave on a pro-rata basis. The domestic and family violence leave entitlement does not extend to casual employees.

Where there is an existing arrangement for paid domestic and family violence leave in an industrial instrument, it is intended NSW government sector employees will have access to the more beneficial arrangement (but not both).

Employees affected by domestic violence may use leave for purposes including:

- seeking safe accommodation,
- attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence,
- attending court and other legal proceedings relating to their experience of domestic and family violence,
- organising alternative care or education arrangements for their children; or
- other related purposes approved by the agency head.

6.2 How to apply for paid domestic and family violence leave

The process for employees to access paid domestic and family violence leave should not be onerous. When approving leave, the agency head needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:

- a provisional, interim or final Apprehended Violence Order (AVO);
- a certificate of conviction;
- a family law injunction;
- a medical certificate; or
- an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession.

Managers and human resources (HR) officers should manage documentation in a sensitive manner. Any documentation sighted should be returned to the employee unless the employee requests otherwise. Any documentation that is not returned to an employee should be handled in accordance with NSW privacy legislation and other applicable legislation (e.g. *State Records Act 1988* (NSW)) that deals with retention and disposal of personal records, and relevant agency policies.

6.1 Recording of domestic and family violence leave data

Agencies' HR and payroll systems should be capable of allowing for the separate identification and recording of domestic and family violence leave.

6.2 Confidentiality and disclosure

It is an employee's choice whether, when and to whom they disclose information about experiencing domestic and family violence. If an employee discloses to a manager or to human resources that they are experiencing domestic and family violence their information will be kept confidential.

However, there may be some situations where information is required or permitted to be disclosed due to legal obligations or where there is a serious risk to health and safety for employees. When an obligation to disclose arises, it should always be made known to the person making the disclosure.

An example of a legal obligation to report domestic and family violence may be for mandatory reporters who receive information that children are being harmed or are at serious risk of harm. An example of a serious health and safety risk may be if a perpetrator of domestic violence has threatened to come to the workplace.

If an employee seeking to access leave or other support does not feel comfortable or safe disclosing their experience of domestic and family violence to their direct manager, they may disclose to an alternative manager or directly to the human resources section of the agency.

6.3 Workplace health and safety

Agencies should be aware of their obligations to ensure the health and safety of employees under the *Work Health and Safety Act 2011* (NSW), and associated legislation, when determining workplace responses to domestic and family violence including risk assessments and safety planning.

Safety planning in the workplace involves a manager or HR representative helping an employee to put plans in place to eliminate or minimise risks in the workplace related to domestic and family violence. Potential risks and issues to consider include:

- Whether the perpetrator has threatened the employee at the workplace in person, over the phone or via email.
- Whether the perpetrator has attended or has threatened to attend the workplace.
- Whether stalking has been occurring.
- Any concerns the employee has about travelling to work and arriving at or departing from the workplace.
- Any other concerns the employee has about the impact of domestic and family violence upon them in the workplace.

6.4 Other workplace support

The NSW Government strongly supports initiatives that enable and support victims of domestic and family violence to continue to participate in the workforce rather than addressing the issue solely through the availability of leave.

When an employee discloses that they are experiencing domestic and family violence to a manager or HR representative, the manager or HR representative can work with the employee to develop a plan to address their safety and support needs at work. Please also see *Managers Guide – Supporting employees experiencing domestic and family violence* at Schedule A.

Supports and actions put in place should align with the agency's workplace health and safety principles and policies.

Subject to operational requirements, there are a number of support options available to assist employees affected by domestic and family violence. Where appropriate, these may include:

- Flexible working arrangements, including changes to start and finish times, span or pattern of hours, as outlined in the agency's flexible working arrangements policy.
- Changes to an employee's work location, or work station where practicable.
- Changing an employee's work contact details including email address and/or phone number.
- Employee assistance provider support for employees and their immediate families.
- Role adjustments where practicable.
- Increased security measures including secure parking and support from security staff where practicable.

- Where an employee has obtained or wishes to obtain an Apprehended Domestic Violence Order (ADVO), including the workplace as a location the perpetrator is prevented from approaching.
- If there is an ADVO in place that includes the workplace, providing the ADVO to management and security.
- Supporting an employee to save any threatening emails, texts, other electronic messages or voicemail messages and assisting to provide them to the police if the employee consents.

6.5 Counselling support services

Agencies will offer an employee assistance provider (EAP) or similar, that is available to all employees and their immediate family members. The EAP should offer free and confidential support services through face-to-face, telephone and online counselling.

Agencies will ensure that the EAP has the capacity and expertise to provide services to employees and their immediate family members affected by domestic and family violence. The EAP should also have the capacity to provide advice to managers supporting employees affected by domestic and family violence.

In addition, employees who identify as female have the option of contacting the NSW Domestic Violence Line on 1800 65 64 63 (operated by the NSW Department of Family and Community Services), which is a 24-hour service that offers counselling services and helps victims to access accommodation and other supports.

All employees can contact 1800 RESPECT (1800 737 732), a 24-hour service which offers crisis support and referral to appropriate local domestic violence support services.

6.6 Review of workplace supports and safety arrangements

When an employee returns from paid domestic and family violence leave may be a key time for managers to discuss their employee's workplace support needs. Workplace supports and safety arrangements should be reviewed at regular intervals to ensure that they are still appropriate.

7 Workplace culture

7.1 Awareness raising

Agencies should take reasonable steps to promote awareness of their domestic and family violence policy for all employees. Agencies should also work more broadly to raise awareness of domestic and family violence and its impacts.

7.2 Training on domestic and family violence issues

Agencies should ensure that staff and managers have access to and regularly complete evidence based training on increasing awareness of and responding to domestic and family violence in the workplace, and promoting safe workplaces for all staff.

Training should include information on the drivers of domestic violence including gender inequality.

Training should also provide all employees with information on how to seek help and how to support colleagues who disclose that they are experiencing domestic and family violence. Specific training for managers should provide support on how to respond and support an employee in the event of a disclosure.

Training should be reviewed at regular intervals to ensure that it remains current and appropriate.

For further information about external training around responses to domestic and family violence, agencies can contact White Ribbon Accredited Workplace Training Providers: <https://www.whiteribbon.org.au/workplace-approved-training-providers>

If agencies would like to discuss their options for domestic and family violence training, please contact Women NSW on 9248 0800.

7.3 Providing safe workplaces

Agencies should work to ensure safe work places, free from harassment and bullying, and address any perpetration of any violence in the workplace. Agencies should have other policies in place to support a respectful workplace including policies that promote cultural safety.

Senior leaders, managers and employees will model the public service values, including behaving in a way that promotes a work environment free from any form of violence.

Agencies will ensure that managers and those responsible for implementation of this policy including HR officers receive adequate support.

8 Monitoring, evaluation and review

Women NSW and Public Sector Industrial Relations, NSW Treasury will monitor and update this policy when required. This policy will be reviewed every three years and when any significant new information, legislative or organisational change warrants review.

9 Support and advice

You can get advice and support about this policy from:

- Women NSW, NSW Department of Family and Community Services:
 - Phone: 9248 0800
 - Email: womennsw@fac.s.nsw.gov.au
- Public Sector Industrial Relations, NSW Treasury:
 - Phone: 9228 5987
 - Email: psir@industrialrelations.nsw.gov.au

Further information for employees seeking support in relation to domestic and family violence or seeking information to provide someone else with support may be found at:

- **1800 RESPECT** – National Sexual Assault, Domestic Family Violence Counselling Service: 1800 737 732 or <https://www.1800respect.org.au/>
- **NSW Government Domestic Violence Line:** 1800 656 463 or <http://www.domesticviolence.nsw.gov.au/>
- **NSW Victims Services** – Confidential support, free counselling, financial assistance, referral and information for all victims of domestic and family violence in NSW. 1800 633 063, Aboriginal Line: 1800 019 123; www.victimsservices.justice.nsw.gov.au
- **ACON** – LGBTI health organisation offering information, referrals, counselling, advocacy and practical support for LGBTI people in NSW experiencing domestic and family violence. (02) 9206 2000; www.acon.org.au
- **Aboriginal Family Domestic Violence Hotline** – Victims Services has a dedicated contact line for Aboriginal victims of crime who would like information on victim's rights, how to access counselling and financial assistance. 1800 019 123

- **Women’s Domestic Violence Court Advocacy Service (WDVCAS)** – WDVCAS’ assist women and children who are or have been experiencing domestic violence to obtain effective legal protection through applications for Apprehended Domestic Violence Orders (ADVOs). 1800 938 227
- **Women’s Legal Service** – Women’s Legal Services NSW (WLS NSW) provides free confidential legal advice and referrals to women in NSW, with a focus on family law, parenting issues, domestic violence, sexual assault and discrimination. 1800 019 123; <https://www.wlsnsw.org.au/>
- **Aboriginal Medical Services** – Aboriginal Medical Services (AMS) are Aboriginal community-controlled health care services that aim to improve the health standards in Aboriginal communities across Australia. Their locations can be found at: <http://www.ahmrc.org.au/members.html>
- **Aboriginal Legal Service (ALS) (NSW/ACT)** – The ALS assists Aboriginal and Torres Strait Islander men, women and children through representation in court, advice and information, and referral to further support services. <https://www.alsnswact.org.au/>
- **National Family Violence Prevention Legal Services (NFVPLS)** – The goal of the Forum is to work in collaboration across Family Violence Prevention Legal Services (FVPLSs) and increase access to justice for Aboriginal and Torres Strait Islander victim/survivors of family violence. The Forum provides advice and input to Government and ensures a unified FVPLS response to addressing Aboriginal and Torres Strait Islander family violence. www.nationalfvpls.org
- **Binaal Billa Family Violence Prevention Legal Service (Forbes)**
 Phone: (02) 6850 1234, Free call: 1800 700 218
 Address: 18 Spring Street Forbes NSW 2871, PO Box 631 Forbes NSW 2871
 Website: <http://www.binaalbilla.com.au/>
- **Many Rivers Family Violence Prevention Legal Service (Kempsey)**
 Phone: (02) 6562 5856
 Address: 39 Elbow St, West Kempsey NSW 2440
 Website: <http://www.manyriversfvpls.com.au/>
- **Thiyama-li Family Violence Service Inc. NSW (Moree HO, Bourke, Walgett)**
 Phone: (02) 6751 1400 or (02) 6752 1188
 Address: Shop 6/96 Balo Street Moree NSW 2400

Facebook: <https://www.facebook.com/Thiyamali-Family-Violence-Service-Indigenous-Corporation-479707398770132/>

- **Warra-Warra Family Violence Prevention Legal Service (Broken Hill)** – WWLS provides services for Aboriginal and Torres Strait Islander people who are victims/survivors of domestic and family violence or sexual assault. WWLS assists clients with family and domestic violence matters, victim of crime compensation, apprehended violence orders, family law and child protection matters. Broken Hill based, outreaching to Menindee and Wilcannia. Phone: (08) 8087 6766; <http://www.farwestclc.org.au/links>.

Schedule 1: Manager's Guide - Supporting employees experiencing domestic and family violence

What to do when an employee discloses their experience of domestic and family violence⁴

If you believe the person is in imminent danger call the Police – 000.

Managers are not expected to be counsellors, but there are some important things you can do if a staff member discloses their experience of domestic and family violence, including:

- Believe and validate the person's experience.
- Affirm that the person is blameless.
- Be non-judgemental.
- Be supportive, encouraging, open and honest.
- Give accurate information.
- Support the person to seek advice.
- Keep in touch with the person to see how they are going.
- Respect their privacy, confidentiality and their personal boundaries.
- Respond swiftly to their workplace safety needs.
- Ensure appropriate and sensitive management of their work performance and monitoring of attendance issues.

It is important that someone making a disclosure is not forced into acting. You can talk about their options, but they must feel in control of the situation and what happens next.

If a person discloses violence to you, they are showing enormous trust and it is important to maintain this trust where possible by ensuring that the situation is only made known to those relevant to provide safety or other support.

Remember: An employee experiencing domestic and family violence may be justifiably concerned that by disclosing their experience of violence, they are placing themselves in greater danger from the person using the violence. The victim's concerns must be respected and your actions should reflect these concerns.

⁴ NSW Department of Family and Community Services, *Domestic and family violence training module*. Accessed 11 December 2018.

Support services

Managers should also have available the contact numbers of support services for victims of domestic and family violence, including:

- **1800 RESPECT** – National Sexual Assault, Domestic Family Violence Counselling Service: 1800 737 732 or <https://www.1800respect.org.au/>
- **NSW Government Domestic Violence Line:** 1800 656 463 or <http://www.domesticviolence.nsw.gov.au/>
- **NSW Victims Services** – Confidential support, free counselling, financial assistance, referral and information for all victims of domestic and family violence in NSW. 1800 633 063, Aboriginal Line: 1800 019 123; www.victimsservices.justice.nsw.gov.au
- **ACON** – LGBTI health organisation offering information, referrals, counselling, advocacy and practical support for LGBTI people in NSW experiencing domestic and family violence. (02) 9206 2000; www.acon.org.au
- **Aboriginal Family Domestic Violence Hotline** – Victims Services has a dedicated contact line for Aboriginal victims of crime who would like information on victim's rights, how to access counselling and financial assistance. 1800 019 123
- **Women's Domestic Violence Court Advocacy Service (WDVCAS)** – WDVCAS' assist women and children who are or have been experiencing domestic violence to obtain effective legal protection through applications for Apprehended Domestic Violence Orders (ADVOs). 1800 938 227
- **Women's Legal Service** – Women's Legal Services NSW (WLS NSW) provides free confidential legal advice and referrals to women in NSW, with a focus on family law, parenting issues, domestic violence, sexual assault and discrimination. 1800 019 123; <https://www.wlsnsw.org.au/>
- **Aboriginal Medical Services** – Aboriginal Medical Services (AMS) are Aboriginal community-controlled health care services that aim to improve the health standards in Aboriginal communities across Australia. Their locations can be found at: <http://www.ahmrc.org.au/members.html>
- Your employer's Employee Assistance Program (EAP).

Self-care for managers

Managers should also take care of themselves after listening to a disclosure of domestic and family violence by a staff member. This may include:

- Seeking support or guidance from your manager where possible, whilst always being mindful of confidentiality.
- Acknowledging the difficulties or changes you are experiencing in your thoughts, emotions and attitudes. If you are concerned, discuss them with someone or seek professional help.
- Seeking help and additional support through your employer's EAP if required.

IRC No. 193 of 2009 – Full Bench – Award Variation – effective 18 February 2009	(368 IG 603)
IRC No. 1198 of 2009 – Kavanagh J – Award Variation – effective 1 July 2009	(369 IG 582)
IRC No. 1514 of 2010 – Staff J – New Award – effective 24 December 2010	(371 IG 114)
IRC No. 188 of 2012 – Staff J – Award Review Variation - effective 16 April 2012	(374 IG 325)
IRC No. 48 of 2014 – Walton J – Award Variation – effective 10 February 2014	(375 IG 1198)
IRC No. 87 of 2014 – Tabbaa C – Award Variation – effective 26 February 2014	(376 IG 90)
IRC No. 376 of 2014 – Full Bench – Award Variation – effective 1 July 2014	(377 IG 720)
IRC No. 441 of 2015 – Walton P – New Award – effective 1 July 2015	(377 IG 1723)
Case No. 2016/00198494 – Murphy C – New Award – effective 1 July 2016	(380 IG 520)
Case No. 2017/00092865 – Tabbaa C – Award Variation – effective 30 March 2017	(381 IG 309)
Case No. 2017/00195647 – Kite C – New Award – effective 1 July 2017	(382 IG 415)
Case No. 2018/00201241 – Murphy C – New Award – effective 1 July 2018	(383 IG 1276)
Case No. 2019/00203364 – Kite CC – New Award – effective 1 July 2019	(IG pending)

PARAMEDICS AND CONTROL CENTRE OFFICERS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD

1. Title

This Award shall be known as the "*Paramedics and Control Centre Officers (State) Award 2019*".

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement

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SECTION 1. GENERAL

3. Object

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

4. Definitions

"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 Operational Ambulance Officer of the Service who is employed pursuant to this Award.

"Employer" means the Secretary, NSW 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 Operational Ambulance Officer" 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 contained in clause 37 a(ii)) 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 contained in clause 37 a(ii)) 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 contained in clause 37 a(ii)) 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 contained in clause 37 a(ii)) 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 2A - 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), 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 Tables 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 Part B, 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 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 of Section 8 Monetary Rates.

- (xx) Duty 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 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) 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.

- (xxii) 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 responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies 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 or 1B - 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, 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*.
 - (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 full-time 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 sub-clause 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 paragraph (h)(i), upon receiving notice under paragraph (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), the Service and employee shall, in accordance with this paragraph, and subject to 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), 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 1 and 1A and 1B - 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, 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 casual rate as prescribed by the *Crown Employees (Public Service Conditions of Employment) Award*, as amended from time to time, 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, regard will be had 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 in 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 20), 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.
 - (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. The number of crib breaks per shift is prescribed in clause 20 Hours of Duty.
- (d) This 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 (i) of subclause (a) 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 in this Award. 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 prescribed by the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, as amended from time to time.

A relieving employee who is entitled to receive the living away from home allowance is not entitled to receive payment under subclause 15(a) of this Award. When travelling on cases in accord with clause 15, relieving employees shall be entitled to allowances under subclause 15(b) or 15(c) 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 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; Occupational Health and Safety Committees; 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 clause 11 Wages 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 Services Salary Packaging Policy and Procedure Manual PD2018_044, 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 Services Salary Packaging Policy and Procedure Manual PD2018_044, 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 Services Salary Packaging Policy and Procedure Manual PD2018_044 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 previous Award 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)(ii) 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) From 27 February 2009, the penalty for a missed or incomplete meal break will be at the rate prescribed in 20(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 (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 (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.

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 (i) of subclause (b) 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 Part B, 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 the said 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 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 Tables 1A and 1B 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 a 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 (b) 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 38hrs 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 subparagraph (1) and (2) of subclause (a) 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 subparagraph (3) and (4) of subclause (a) of the said clause 29 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 Table 1A and 1B Section 8 - Monetary Rates, at the rate of one half time extra for the rostered time actually worked on such public holiday.
 - (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in the said Wages Tables in 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 days 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 sub-paragraph 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 (iii) and (iv) of subclause (a) 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 (1) of subclause (a) 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 (i) of this subclause.
 - (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 paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take 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 (i) of this subclause.
- (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 the said clause 21 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 clause 29 (a)(1)-(4) and provided further that in no instance is the calculated amount to exceed \$1,112.30.
- (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), 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

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 subclause (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 subclause (c)(i) of Part A of this clause or subclause (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 subclause (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.
- (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 subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

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

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

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

(g) Staffing Provisions

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

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

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

(vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(i) Illness Associated with Pregnancy

(i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.

(ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.

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

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

(k) Stillbirth

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

(l) Miscarriage

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

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

(i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.

(ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(iii) Pregnant Ambulance 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 Ambulance 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 subclause (a)(i) of Part D of this clause.**

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

(c) Applications for Parental Leave

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

if applicable, the period of any maternity leave sought or taken by his spouse, and that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

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

- (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,

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 subclauses (a)(ii) and (a)(iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (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 (ii) of subclause (a) 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 paragraphs (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 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 (i) and (ii) of subclause (d) of clause 23, Employees On Call, shall not apply.

Employees shall be given relief from duty 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 Part B, 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 intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

44. Benefits Not to be Withdrawn

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

45. Exemptions

- (a) On and from 25 November 1977, in respect of conditions of employment relating to meals, meal breaks, on-call, Sunday penalty rates, annual leave, annual leave loading, sick leave, Relieving other members of staff, hours, working week and the issue of shoes or boots, gauntlets or gloves for employees attached to the former Hunter Region Ambulance District (as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963), reference is to be made to Determinations of the Health Commission dated 25 November 1977 and 14 December 1979.

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

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

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

46. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, 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 2020 by a party to this Award.

47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the *Operational Ambulance Officers (State) Award* published 14 December 2018 (383 IG 1276), 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 2019 and shall remain in force for a period of one year.

SECTION 8. MONETARY RATES

Table 1A - Wages

Classification	Rates from 01/07/2019 2.5% \$ per week	Rates from first full pay period on or after (ffppoa) 01/07/2019 2.5% \$ per week
Patient Transport Officer		
Year 1	993.26	1,018.09
Year 2	1037.47	1,063.42
Trainee Paramedic		
One Salary Rate	1187.97	1,217.68
Paramedic Intern		
Year 1	1221.68	1,252.23
Year 2	1245.07	1,276.20
Paramedic		
Year 1	1325.02	1,358.16
Year 2	1420.75	1,456.28
Paramedic Specialist		
Year 1	1527.14	1,565.32
Year 2	1569.16	1,608.40
Year 3	1616.31	1,656.72
Critical Care Paramedic (Aeromedical)		
Year 1	1708.88	1,751.60

Year 2	1753.15	1,796.98
Critical Care Paramedic (Aeromedical) Team Leader		
One Salary Rate	1840.79	1,886.81
Team Leader		
One Salary Rate	1697.19	1,739.62
Station Manager		
One Salary Rate	1761.96	1,806.02
District Manager		
One Salary Rate	1826.55	1,872.21
Clinical Training Officer		
One Salary Rate	1826.55	1,872.21
Clinical / Paramedic Educator		
Year 1	2223.11	2,278.70
Year 2	2373.90	2,433.26

Table 1B - Control Centre Staff - Wages

Classification	Rates from 01/07/2019 2.5% \$ per week	Rates from first full pay period on or after 01/07/2019 2.5% \$ per week
Ambulance Control Centre - Non Paramedic		
Trainee	1229.89	1,260.64
Year 1	1264.75	1,296.37
Year 2	1289.03	1,321.26
Ambulance Control Centre Paramedic		
Year 1	1371.34	1,405.63
Year 2	1470.87	1,507.64
Ambulance Control Centre Paramedic Specialist		
Year 1	1505.73	1,543.37
Year 2	1556.98	1,595.90
Year 3	1605.44	1,645.59
Duty Control Centre Officer		
One Salary Rate	1814.25	1,859.61
Senior Control Centre Officer		
One Salary Rate	1865.59	1,912.23
Aeromedical Control Centre Officer		
One Salary Rate	1855.24	1,901.62

Table 2A - Allowances

Item No	Clause	Allowance Description	Rates from 01/07/2019 \$	Rates from first full pay period on or after 01/07/2019 2.5% \$
1	5	Specialist Allowance (per week)	47.60	48.80
2	5	Rescue (Standby) Allowance (per week)	16.40	16.80
3	23	On Call Allowance (AO) (per 24 hours))	23.00	23.60
4	23	On Call Allowance (AO) (Per week)	92.40	94.70
5	5	Ambulance Studies Certificate Allowance (current recipients only) (per week)	27.90	28.60
6	13	Climatic and Isolation Allowance (a)- ** (per week)	4.60	4.70
7	13	Climatic and Isolation Allowance (b) - /** (per week)	9.30	9.40
8	15	Travelling Meal Allowance** (each)	30.60	30.60
9	15	Meal Away from Station ** (each)	30.60	30.60
10	15 (c)(ii)	Crib Away from Station ** (each)	15.30	15.30
11	24	Overtime Meal Allowance ** (each)	30.60	30.60
13	37	Laundry Allowance ** (per week)	13.30	13.50

** This is not subject to Award wages increases.

Table 2B - Additional Allowances

Uniformed Control Centres Staff

Item No	Clause	Allowance Description	Rates from 01/07/2019 \$	Rates from first full pay period on or after 01/07/2019 2.5% \$
1	5	Control Centre (Standby) (per week)	24.60	25.20
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).	97.48	99.90

3	5	Duty Control Centre Officer Air Ambulance (per week) (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998)	15.38	15.80
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Table 2C - Living Away From Home Allowance

Clause	Allowance Description	Rates from 01/07/2019 \$	Rates from first full pay period on or after 01/07/2019 2.5% \$
16	Living Away From Home Tier 1 * (per day)	128.70	131.05
16	Living Away From Home Tier 2 * (per day)	118.95	121.15

*This is not subject to Award wages increases.