

HSU DRAFT AWARD* *WITHOUT PREJUDICE

This Award has been drafted by the HSU for member endorsement – it is NOT an offer put forward from the Ministry of Health

OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD

1. Title

This Award shall be known as the Operational Ambulance Managers (State) Award 2025 ("the Award").

2. Arrangement

Clause No.	Subject Matter
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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

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

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

"Registered paramedic" or "registration as a paramedic" means registration in paramedicine by the Paramedicine Board of Australia (or any successors). This includes non-practicing registration.

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

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

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

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

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"Union" means the Health Services Union NSW.

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

"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 6.00am and 10.00am inclusive, does not perform on-call duties, and does not work public holidays.

"Shift Worker" means a worker who is not a day worker .

"Delegated Officer" means an employee of NSW Ambulance within relevant delegated authority from the Chief Executive to authorise payments specific to this Award. This includes employees who are delegated or required by NSW Ambulance policy to contact or escalate matters to employees on-call covered by this Award.

"On-call" means a period during which an employee, while off duty, is required to remain available and ready to respond to a call from the employer.

"Recall to Duty" refers to a situation where an employee, who is off duty and not on call roster, is requested by the employer to return to work outside their normal rostered hours to perform duty specifically related to a major incident. Classification Descriptions

5.1 The classification descriptions contained in this clause define the scope, duties, and responsibilities associated with each classification level. These descriptions serve as the primary reference point for determining the nature and expectations of a role under this Award. The Employer may, at their discretion and subject to consultation, issue a position description to employees to provide future detail or clarification regarding the specific function or tasks relevant to their individual role or work area. However, a position description is supplementary in nature and must be consistent with the applicable classification under this Award. In the event of any inconsistency between a position description and the classification descriptors outlined in this Award, the provisions of the Award shall prevail. Position descriptions shall not be used to diminish or alter the entitlements, responsibilities, or classification level prescribed by this Award.

5.2

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

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

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

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

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

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

Understanding and commitment to the Service's priorities

Capacity to direct all operational facets based on strategic and business

plans Ability to ensure budget targets are met

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

measures Effective communication and interpersonal skills

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Assist with the development and implementation of policies, procedures, standards and practices Able to meet pre-determined targets and deadlines

Ability to be flexible and adapt work practices to suit circumstances

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

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

Responsibility for ensuring optimal budget outcomes for their customers and communities

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

Responsibility for providing support for the efficient, cost effective and timely delivery of services High level of leadership, communication and interpersonal skills

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

Proven negotiation and delegation

skills Ability to motivate and co-

ordinate staff

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

Capacity to design strategic and business objectives

Ability to develop performance measures

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

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

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

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

Responsibility for contributing to the development and implementation of business plans

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

Excellent leadership, communication and interpersonal skills

Highly developed and effective management skills

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

Highly developed and effective negotiation and delegation skills

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Proven capacity to manage multi-disciplinary groups

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

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

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

Accountability for allocating resources and ensuring budgets are effectively met

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

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

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

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

Excellent strategic planning and policy development skills

Proven management expertise at a senior level

Competent to make complex judgements and take initiatives through delegated responsibilities

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

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Service or Health policy
Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the Service's executive

Budget management and responsibility for significant budget amount, or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Area Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas

Frequent resolution of unusual and complex problems

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Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Area Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage organisation change on an area-wide basis

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide specialist advice

Lead, persuade, motivate and negotiate at senior levels

Ability to deal with people at all levels

Communicate and liaise effectively at all levels within the organisation

Spokesperson for area of responsibility (media, public)

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Effective community liaison and communication

Effectively self-manages

Innovative & lateral thinker

Flexible & responsive

Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal personal agreement with CEO or the relevant General Manager.

Significant impact on service achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for Service-wide service delivery

5.2 Grandparent Arrangements and Exemptions

- (a) Any employee who is not a registered paramedic and employed under the predecessors of this Award (OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD 2024 and prior) are exempt from the requirements of this clause to be registered as a paramedic.
- (b) These employees will have their employment conditions grandfathered under this Award in line with the above classifications, despite the fact that they are not a registered paramedic.

5. Work Arrangements and Consultation

- (a) Work will be performed by the most efficient means.
- (b) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (c) Any proposal that may significantly affect employees covered by the Union will be the subject of genuine consultation between the parties. Consultation will be undertaken in the following ways:
 - I. As soon as practicable the employer must discuss with the Union the introduction of the change, the effect the change is likely to have on relevant employees, the persons or class of persons likely to be affected and any reasonable alternatives to the change. The employer must discuss measures to avert or mitigate the adverse effect of the change on relevant employees.
 - II. In addition to the above, where there is a proposed change to relevant employees' rosters or ordinary hours of work, the employer must provide information to the Union about the change and invite the Union and affected employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities.

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- III. The employer will give prompt and genuine consideration to matters raised by the Union about the changes referred to in clauses 6 (I) and (II).
- IV. As soon as a final decision has been made, the Employer must notify the Union and affected employees, in writing, and explain the effects of the decision.
- V. In the event that a Dispute arises in respect to any decision, proposal or consideration to effect any change, the parties agree to follow the disputes procedure in clause XX, and until the Dispute is resolved in accordance with that procedure the status quo before the Dispute arose will be maintained.
- VI. In order to facilitate and assist with genuine consultation with the Union in accordance with this clause, the employer will:
 - (a) accommodate a reasonable number of paid Union meetings during the consultation period; and
 - (b) provide leave to Union delegates as agreed and as reasonably required to allow the delegates to participate in the consultation process.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 36, Issues Resolution, of this Award.

SECTION 2. EMPLOYMENT CONDITIONS

6. Employees' Duties

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

7. Vacancies & Promotion

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

8. Appointment of Officers

- (a) An employee employed under this Award shall be engaged as a full-time employee, a permanent part-time employee or a temporary employee.

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- (b) Every employee will be provided with a Position Description commensurate with their position which they will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.
- (c) All employees will be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.
- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of days each week which are less than those prescribed for a full-time employee, except in emergent or urgent circumstances.
 - (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the weekly rate (annual rate/52.17857) prescribed in Table 1, Salaries, of Section 8 of this Award.
 - (iii) Permanent part-time employees shall not be entitled to additional rostered days off duty as prescribed in clause 12, rostered Days Off, of this Award.
 - (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to fulltime employment.
 - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 20, Climatic and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
 - (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (f) Temporary Employee
 - (i) A temporary employee is engaged for a continuous fixed period of time to carry out a specific task. Such task may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be fulltime or part-time.
 - (iii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent fulltime employees.

9. Hours of Work

- (a) **Day workers**
 - (i) The ordinary hours of work for day workers, shall be an average of 38 hours per week (inclusive of meal breaks) in each approved roster cycle to be worked Monday to Friday inclusive and to commence on such days at or after 6.00am and before 10.00am inclusive. These shifts shall be typically eight hours duration.
 - (ii) Day workers shall be provided with one paid meal break of between 30 minutes and one hour.

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(b) Shift Workers

- (i) An average of 38 hours per week, to be worked in shifts of 8 hours in duration, on no more than 19 days per 28 day period, Shift works shall be free from duty for not less than 2 full consecutive days in each working week or four full days in each two working week unless otherwise agree between the parties. Shift workers may elect to work under the conditions outlined in Clause 12, subclause (b).
- (ii) There shall be a minimum break of ten hours between ordinary rostered shifts.
- (iii) Shift workers working shifts less than 12 hours shall be provided with one paid crib break between 30 minutes and one hour.

Roster Leave

- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
- (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
- (c) Leave under this clause shall not be allowed to accumulate to more than 24 days over two years.
- (d) Subject to clause 17 termination of employment, subclause (c), of this award, payment in lieu of rostered leave shall be paid out upon termination or elected seperation.

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10. Overtime and Extension of Shift

- (a) Overtime and, extension of shift can only be approved by the relevant delegated officer who has delegated authority from the Chief Executive to authorise payments specific to this Award.
- (b) Employees are expected to work reasonable overtime and or extension of shift paid at overtime rates of pay
- (c) all time worked by employees outside the ordinary hours in accordance with clause 11, Hours shall be paid at the rate of time and one half (150%) for the first two hours, and thereafter at the rate of double time (200%); provided, however, that all overtime worked on Public Holidays shall be paid for at the rate of double time and one half (250%).
- (d) Shift penalties are applicable on overtime.

Reasonable Hours

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (b) For the purpose of this clause, reasonable overtime or unreasonable overtime is 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.

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11. On Call

On call means time during which an employee who is off duty and is required to hold themselves in readiness to answer a call from the relevant delegated officer who has delegated authority from the Chief Executive to authorise payments specific to this Award.

The daily on call allowance will apply in accordance with Table X

In any one day where an employee answers telephone calls when not on call from the relevant delegated officer, they are to be paid for one hour at ordinary rates of pay. Employees cannot be compelled by the employer to answer telephone calls when not on duty or on-call

- (a) On call shall commence per the rostered shifts and a call out is deemed to commence at the time the employee is contacted by the relevant delegated officer and is required to travel from one location to another and shall be deemed to be complete when all duties associated with the original tasking are complete. The employee is required to notify the delegated officer they are returning to an off duty status.
- (b) Where an employee is rostered on call and is recalled to duty, the employee will be paid a minimum of four (4) hours at overtime rates for each recall
- (c) Employees are not required to work the full four hours minimum payment period if all duties associated with the initial tasking are complete within a shorter period
- (d) Employees required to work overtime after leaving the employer's premises to provide a remote solution without an onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates. Subsequent remote tasking within the initial one hour minimum payment period will result in an additional payment of one hour at overtime rates. If the time to complete the work extends beyond the initial 1 hour period actual time will be paid at overtime rates.
- (e) The employer will make all reasonable efforts to ensure that employees are not unduly burdened or disadvantaged by repeated or excessive recall.

15. Penalty Rates for Shift Work and Weekend Work

- (a) Shift workers working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:
 - (i) Afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m. – 10%.
 - (ii) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%.
 - (iii) Night shift commencing at or after 4.00 p.m. and before 4.00 a.m. – 15%.
 - (iv) Night shift commencing at or after 4.00 a.m. and before 6.00 a.m. – 10%.
 - (v) The additional payments prescribed under this subclause shall not form part of the employee's ordinary pay for the purpose of this Award.
- (b) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be 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.

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- (d) Shift penalties are applicable on and in addition to, overtime rates.

16. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day.
- (b)
 - (i) An employee to whom paragraph (a)(i) of clause 25, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
 - (ii) An employee to whom paragraph (a)(ii) of clause 25, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
 - (iii) For the purpose of paragraph (b)(i) and (b)(ii) of this clause, the hourly rate of pay shall be one-thirty eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1, Salaries of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in subclause (b)(i) and (b)(ii) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (a)(ii) of clause 25, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employee's appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service and shall be regarded, for all purposes of this clause, as any other public holiday.

17. Termination of Employment

- (a) Employment shall be terminated by four (4) weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employee's employment without notice for serious or willful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.
- (c) Employees with a credit of hours accrued towards an allocated day(s) off duty as prescribed in clause 12 Rostered Day Off shall be paid for such accrual upon termination.

SECTION 4. SALARIES AND MONETARY ENTITLEMENTS

18. Salaries

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Salaries, of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses their current salary will be appointed at no less than their current salary.

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- (c) An employee who successfully applies for a position which carries a higher minimum salary level than their current salary will be appointed at no less than the minimum of the applicable salary band.
- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause will occur based on the employee's work performance that will be measured against their Performance Agreement.
- (f) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (i) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
 - (ii) Overpayment
 - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (ii) (3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subparagraph (ii)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
- (g) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 36, Issues Resolution, of this Award.

19. Payment and Particulars of Salaries

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) For each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.

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- (c) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Service and the Union due to isolation.
- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

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

20. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in Table 2, Allowances of Section 8 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

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

- (b) Employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified shall be paid the allowance specified in Table 2, Allowances of Section 8 of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

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

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

21. Travel Allowances

Employees shall be granted travelling allowances on such terms and conditions prescribed by the NSW Policy Directive PD2024_033, Official Travel, as amended or replaced from time to time.

- (a)

Relieving	Other	Members	of	Staff
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An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of their additional rostered day off duty in accordance with clause 12, rostered Day Off.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

22. Clinical Specialist Allowance

- (a) The Clinical Specialist Allowance set out in **Table X –Allowances of Section X**, Monetary Rates is to be paid to employees who have obtained the necessary qualifications to hold a Paramedic registration – practicing or non-practicing..
- (b) This allowance shall be regarded as part of the salary for all purposes of this Award.

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23. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 18 Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 24 Salary Packaging, of this Award may be made up to 100% of the salary payable under the salaries clause, or up to 100% of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 18, Salaries, of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

24. Salary Packaging

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

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

- (b) Where an employee elects to package an amount of salary:
- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 18 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
- (e) the Parties Agree that the Application of the Fringe Benefits Tax Exemption Status Conferred on Public Hospitals and Area Health Services is Subject to Prevailing Australian Taxation Laws.

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

SECTION 5. LEAVE ENTITLEMENTS

25. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) Day Worker - five weeks leave on full pay.
 - (ii) Shift Worker who is required to work on a seven day per week basis , including work on Saturdays, Sundays and public holidays - six weeks leave with eight weeks' pay.
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that the additional two weeks' pay payable to an employee employed on duties in accordance with paragraph (a)(ii) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed paragraph (a)(i) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales which occurs during a period of annual leave.
- (e)
 - (i) Annual Leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (ii) Annual leave shall be granted on a rotating roster basis provided that such rotation complies with paragraph (e)(i) of this clause.
 - (ii) An employee shall be eligible for annual leave when twelve months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had Annual Leave since the commencement of the employment.
 - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it has accrued but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take annual leave at a

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specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to them to the extent to which deposits paid for travel and/or accommodation are not refunded.

- (v) Employees may exchange annual leave by mutual arrangement with the approval of the Service provided that such exchange complies with paragraph (e)(i) of this clause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which they are entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the *Annual Holidays Act 1944*. However, officers entitled to additional rostered days off duty in accordance with clause 12 rostered Days Off, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

26. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under clause 25, Annual Leave, of this Award, shall be paid in respect of such leave an annual leave loading of 17.5% of the appropriate ordinary weekly rate of pay prescribed in Table 1, of this Award for the classification in which the employee was employed immediately before commencing their annual leave. The 17.5% annual leave loading will apply to the following periods of annual leave, i.e. in the case of an employee employed on a Monday to Friday basis - five weeks, and for seven days per week basis employees – six weeks, provided further that in no instance is the calculated amount to exceed one thousand four hundred and twenty-one dollars and zero cents (\$1421.00) with effect from the first pay period to commence on or after 1 July 2007.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance provided, however, that if the employment of such an employee continues until the day upon which the employee would have become entitled under this to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which they became entitled after 10 May 1974, the employee shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) The annual leave loading shall be paid before the employee commences annual leave.
- (f) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

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

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of Section 4 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health

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Service, as amended or replaced from time to time.

27A. Leave for matters arising from Domestic and Family Violence

(a) Definitions

- (i) Domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern behaviour.
 - (1) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
 - (2) A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
 - (3) Domestic and family violence behaviours can include, but are not limited to:
 - physical and sexual violence
 - verbal abuse and threats
 - emotional or psychological abuse
 - financial abuse
 - social and geographical isolation
 - stalking and intimidation
 - technology facilitated abuse
 - threats or actual harm to others, pets and/or property or
 - threats to be violent in the above ways

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

- (i) The definition of domestic and family violence is in subclause (a) of this clause.
- (ii) Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- (iii) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- (iv) Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- (v) Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
 - (1) seeking safe accommodation or establishing safety;
 - (2) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (3) attending court and other legal proceedings relating to their experience of domestic and family violence;

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- (4) organising alternative care or education arrangements for their children or person(s) in their care;
 - (5) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - (6) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- (vi) Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise the employer of the need to take domestic and family violence leave as soon as possible.
- (vii) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- (viii) The employer will only require evidence of the occurrence of domestic and family violence in exceptional circumstances and will use its discretion when assessing whether evidence is needed, and if so, what type of evidence.
- (ix) Evidence of the occurrence of domestic and family violence may include:
- (1) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (2) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (3) a medical certificate;
 - (4) a statutory declaration by the employee experiencing domestic and family violence; or
 - (5) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- (x) Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.
- (xi) The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave. Accordingly:
- (1) Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
 - (2) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.
- (xii) The employer must keep personal information about domestic and family violence (including information about support provided by the employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
- (1) payslips;

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- (2) the employee’s personnel file; or
- (3) rosters.
- (xiii) Any information regarding an employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee’s consent, a relevant senior manager.
- (xiv) The employer must not take adverse action against an employee because they:
 - (1) have experienced, or are experiencing, domestic and family violence;
 - (2) use the paid domestic and family violence leave provisions; or
 - (3) are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.
- (xv) The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.
- (e) Leave for employees providing support to people experiencing domestic and family violence
 - (i) Employees providing care and support to a member of their family or household experiencing domestic and family violence may access existing leave entitlements if the criteria for taking that leave are otherwise met.
 - (ii) Any evidence required to be provided by an employee to support a claim to access leave in accordance with this subclause should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee’s personnel file.

28. Parental Leave

The following table summarises the entitlements in this section. This table must be read with the relevant clauses. If there are inconsistencies, the provisions in the relevant clause will prevail.

Summary of parental leave provisions

Leave	Paid leave	Unpaid leave	Total leave
Parental Leave	14 weeks for a parent with caring responsibility associated with the birth, adoption, altruistic surrogacy or ongoing placement arrangement of a child	38 weeks	52 weeks
Bonus Paid Parental Leave	2 weeks for single parents or when both parents have taken any Paid Parental Leave offered by their employers		2 weeks
Special Pre-Term Birth	From birth to the end of 36 weeks’		From birth to the end

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Leave	gestation for the parent with the caring responsibility of a child born before 37 weeks, then revert to full-term parental leave provisions		of 36 weeks
Leave for a Stillbirth (the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth)	14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth		14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth
Requests to extend leave or return part time		52 weeks	52 weeks

28.1 Definitions

28.1.1 For the purpose of this clause:

- (a) “Altruistic Surrogacy” means a surrogacy arrangement as defined in the *Surrogacy Act 2010* (NSW) and must not be a commercial surrogacy arrangement.
- (b) “De facto partner” means a person who is the employee’s partner and lives with them on a genuine domestic basis but is not legally married to the employee.
- (c) “Caring responsibility” means a person who meets the child’s physical needs, including feeding, dressing, bathing and otherwise supervising the child.
- (d) “Child” means:
 - (i) For birth-related leave, a child (or children from a multiple birth) of the employee, employee’s partner or employee’s legal surrogate.
 - (ii) For adoption-related leave, a child (or children) who the employee or the employee’s partner will adopt and is not the employee or employee’s partner’s child. The child (or children) is or will be under 18 years of age.
 - (iii) For ongoing placement arrangement-related leave, a child (or children) under 18 years, placed in the permanent care of the employee or the employee’s partner.
- (e) “Confirmation of placement letter” means a letter from the Department of Communities and Justice (DCJ) or their accredited designated agency that:
 - (i) confirms the employee is an authorised foster carer or relative/kinship carer who is or will be providing continuous care on an ongoing basis for a child or young person who is subject to a legal order allocating parental responsibility to the Minister; or
 - (ii) confirms the employee is an authorised relative/kinship carer, authorised foster carer or other suitable person who is or will be providing continuous care on an ongoing basis for a child or young person for whom they hold parental responsibility under a legal order, including a guardianship order; and
 - (iii) confirms the start date of the placement.
- (f) “Fertility treatment” means any of the following assisted reproductive technology treatments as defined in the *Assisted Reproductive Technology Act 2007* (NSW) including but not limited to:

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- (i) intrauterine insemination (IUI)
 - (ii) in-vitro fertilisation (IVF)
 - (iii) intracytoplasmic sperm injection (ICSI)
 - (iv) Ovulation induction (OI).
- (g) “Full-term birth” means the birth of a live child from 37 weeks.
- (h) “Legal order” means an order made by the Children’s Court of NSW under the *Children and Young Persons (Care and Protection) Act 1998* (NSW) including:
- (i) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Interim Orders;
 - (ii) Short Term Court Order (STCO) allocating parental responsibility to the Minister, Relative/Kin or Non-Relative for a period of at least 12 months;
 - (iii) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Long Term Care to 18 years Final Order; or
 - (iv) Guardianship Order.

For the purposes of this definition, a legal order made by the Federal Circuit and Family Court of Australia under the *Family Law Act 1928* (Cth) includes a final order allocating parental responsibility to relative/kin or suitable person to 18 years provided that the Department of Communities and Justice intervened as a party to the proceedings and the employee is an authorised carer eligible for the out-of-home care carer allowance.

- (i) “Legal surrogate” means the birth mother in a surrogacy arrangement as defined in the *Surrogacy Act 2010* (NSW).
- (j) “Miscarriage” means a pregnancy that ceases before 20 weeks or where the number of weeks is unknown, or the baby weighed less than 400g.
- (k) “Ongoing placement arrangement” means the placement of a child or young person who is subject to a legal order of the Children’s Court of NSW or Federal Circuit and Family Court of Australia with an authorised foster carer, authorised relative/kinship carer or suitable person on an ongoing basis. Ongoing placements do not include informal arrangements or emergency, respite care or short-term care with a specified end date.
- (l) “Partner” means a spouse, de facto partner, former spouse or former de facto partner.
- (m) “Pre-term birth” means the birth of a live child before 37 weeks.
- (n) “Stillbirth” means the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth.

28.2 Paid Parental Leave

28.2.1 Employees are entitled to up to 14 weeks Paid Parental Leave if:

- (a) they have or will have completed at least 40 weeks continuous service at the expected date of birth, adoption, altruistic surrogacy or ongoing placement, and
- (b) they have or will have caring responsibility for the child (or children), or
- (c) the employee is a legal surrogate and has or will have completed at least 40 weeks continuous service at the expected date of birth.

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- 28.2.2 Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.
- 28.2.3 Pregnant employees may start Paid Parental Leave up to 9 weeks before their expected date of birth.
- 28.2.4 Employees who are eligible for paid parental leave in accordance with 28.2.1 are entitled to an additional two weeks of Bonus Paid Parental Leave where both parents have exhausted any paid parental leave offered by their employer.
- 28.2.5 Employees who are single parents or whose partners do not have access to employer paid parental leave will be eligible for the full two weeks of bonus paid parental leave.
- 28.2.6 An employee is entitled to Bonus Paid Parental Leave, where it can be demonstrated that their partner:
- (a) has or will have exhausted the paid parental leave provided by their employer, or
 - (b) has no access to employer paid parental leave.
- 28.2.7 A maximum of two employees (if both are working in the NSW Government Sector) can access Paid Parental Leave under this clause per birth, adoption, altruistic surrogacy or ongoing placement arrangement except in the event of an altruistic surrogacy where three employees (two intended parents and one surrogate are all employed in the NSW Government Sector) will be entitled to access Paid Parental Leave.
- 28.2.8 Where an employee takes paid parental leave in respect of an ongoing placement arrangement and later adopts, becomes the legal guardian or cares for the child (or children) or young person/s under a different legal order, the employee is not entitled to access a further period of paid parental leave in connection with the adoption, guardianship order or other legal order of the same child (or children).
- 28.2.9 In the event that an ongoing placement arrangement ceases, and the employee no longer has responsibility for the care of the child/children, the employee must notify the employer as soon as practicable. At the cessation of an ongoing placement, the remaining period of paid parental leave ceases. The employer and employee should discuss alternative leave arrangements and/or a return-to-work date

28.3 Unpaid Parental Leave

- 28.3.1 In addition, an employee is entitled to unpaid parental leave where:
- (a) the employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement, and
 - (b) the employee has or will have responsibility for the care of the child that is born, adopted or placed in an ongoing placement arrangement, or
 - (c) the employee is a legal surrogate who gives birth.
- 28.3.2 Subject to this clause the employee shall be entitled to be granted unpaid parental leave as follows:
- (a) For a pregnant employee, a period up to 9 weeks prior to the expected date of birth; and
 - (b) For all eligible employees, a further period of up to 12 months after the actual date of birth.
- 28.3.3 An employee on parental leave does not have to return to work to access a further period of parental leave.
- 28.3.4 Where an employee combines paid and unpaid parental leave, the total period of parental leave taken cannot exceed 12 months except where an employee has applied to extend their period of unpaid parental leave under cl. 28.12.1.

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28.4 Calculation of Paid Parental Leave

28.4.1 Paid Parental Leave including bonus parental leave is calculated at the employee's ordinary rate of pay at the time they take leave.

28.4.2 Paid Parental Leave may be paid:

- (a) in advance as a lump sum;
- (b) fortnightly as normal;
- (c) fortnightly at half pay; or
- (d) as a combination of full and half pay.

28.4.3 A full-time employee who is on part-time leave without pay when they start parental leave is paid:

- (a) at the full-time rate if they began part-time leave 40 weeks or less before starting parental leave; or
- (b) at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements during the 40 weeks; or
- (c) at the rate based on the average number of weekly hours worked during the 40-week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.

28.4.4 An employee who commences a subsequent period of parental leave for another child within 24 months of commencing an initial period of parental leave will be paid:

- (a) at the full-time or part-time rate, they received before starting the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before they took the initial leave if they have returned to work and reduced their hours during the 24-month period; or
- (c) at a rate based on the hours worked before the subsequent period of leave if they have returned to work and not reduced their hours.

28.5 Concurrency of Paid Parental Leave

28.5.1 Employees can take all Paid Parental Leave concurrently except in circumstances where both parents are employed at the same workplace and operational requirements may prevent concurrent leave. In these instances, employees may take up to four weeks Paid Parental Leave concurrently with their partner. Employees may request to take more than four weeks Paid Parental Leave concurrently with their partner in accordance with clause 28.6.

28.6 Flexibility for taking Paid Parental Leave

28.6.1 An employee may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. The Department Head will consider this request based on operational requirements and the employee's personal and family circumstances.

28.6.2 Employees in the same NSW Government Sector workplace may also request to take more than four weeks of parental leave concurrently.

28.6.3 The Department Head may refuse a request on reasonable grounds based on the effect on the Department's workplace including but not limited to:

- (a) that the new working arrangements requested would be too costly for the Department;

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- (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
- (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
- (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.

28.6.4 The Department Head will consider and respond to the request in writing within 21 days.

28.6.5 If the Department Head agrees to the employee's request to use their Paid Parental Leave entitlement in ways other than a single continuous period, the leave period must not extend beyond 24 months of the date of birth, adoption, altruistic surrogacy or ongoing placement of the child. Any public holidays that fall during the leave will not extend the period of leave.

28.7 Other accrued leave in conjunction with parental leave

28.7.1 An employee may take available recreation leave or extended leave during the parental leave period as long as it does not extend the total period of parental leave.

28.7.2 An employee may take available recreation leave at half pay with parental leave provided that:

- (a) recreation leave at half pay is taken within the period of parental leave;
- (b) the total period of parental leave is not extended beyond 24 months by the taking of recreation leave at half pay;
- (c) the half-pay leave is converted to the full-time equivalent and treated as such for the purpose of accruing further recreation, extended and other leave at the full-time rate.

28.8 Pregnancy related illness and alternative duties

28.8.1 A pregnant employee who is sick during their pregnancy may take available paid sick leave, accrued recreation or extended leave, or sick leave without pay.

28.8.2 If a pregnant employee finds it difficult to perform their normal duties or there is a risk to their health or that of the unborn child, the Department Head must consult with the employee and take all reasonable steps to arrange safer alternative duties or adjustments.

28.8.3 Safer alternative duties or adjustments include but are not limited to:

- (a) having flexible working arrangements for when and where the employee performs their duties;
- (b) changing duties temporarily;
- (c) retraining;
- (d) multiskilling;
- (e) redesigning their role.

28.8.4 If a pregnant employee gives the employer evidence that the employee is fit for work, but that it is inadvisable for the employee to continue in the employee's normal duties, and safe alternative duties or adjustments cannot reasonably be provided, the Department Head must grant the employee paid no safe job

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leave until the end of the risk period, end of the employee's pregnancy or expected commencement of parental leave, whichever is the earliest.

28.9 Further periods of parental leave

28.9.1 When an employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement while on parental leave, the employee is entitled to a further period of parental leave.

28.9.2 At the commencement of the new period of parental leave, any remaining unpaid parental leave from the former birth, adoption or ongoing placement arrangement ceases.

28.9.3 Any remaining paid parental leave from the former birth, adoption or ongoing placement arrangement may be retained but must be taken within 24 months of the former date of birth, adoption or altruistic surrogacy or placement of a child or children.

28.10 Leave for a pre-term birth

28.10.1 When an employee or their partner has a pre-term birth (before 37 weeks), the parent with caring responsibility is entitled to paid Special Pre-Term Parental Leave. This applies from the date of birth to the end of 36 weeks. Where both parents are NSW Government Sector employees, only one parent may access the leave.

28.10.2 An employee is entitled to paid special pre-term parental leave if they have or would have, if not for the pre-term birth, completed 40 weeks continuous service at the expected date of birth.

28.10.3 Paid Special Pre-Term Parental Leave starts from the date of the pre-term birth at full pay and the employee must take it in one continuous block up to the end of 36 weeks.

28.10.4 Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, special pre-term birth parental leave will cease, and an employee may commence parental leave in accordance with clause 28.2 and clause 28.3.

28.10.5 Where a pre-term child dies during a period of paid Special Pre-Term Parental Leave, the rest of that leave is replaced by up to 14 weeks' Paid Parental Leave in accordance with clause 28.2.

28.10.6 Employees cannot take paid Special Pre-Term Leave concurrently with any other form of leave.

28.10.7 When accessing paid Special Pre-Term Parental Leave, the employee must notify the Department Head as soon as practicable of:

- (a) the amount of leave required; and
- (b) which other types of leave (if any) will follow the period of Special Pre-Term Parental Leave, including all paid and unpaid leave that employees propose to take, have applied for, or will take.

28.10.8 To access paid Special Pre-Term Parental Leave, the employee may need to provide evidence, such as:

- (a) a medical certificate showing the expected date of birth; or
- (b) a statutory declaration or medical certificate confirming caring responsibility; or
- (c) a medical certificate or a birth certificate showing the child's actual date of birth.

28.11 Leave for a stillbirth

28.11.1 A employee who gives birth to a stillborn child has access to paid parental leave in accordance with clause 28.2 or may elect to take available sick leave.

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28.11.2 Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

28.12 Leave prior to an adoption

28.12.1 In addition to the paid parental leave available at clause 28.2, an employee seeking to adopt a child is entitled to up to two days unpaid special adoption leave to attend interviews or examinations as are necessary as part of the adoption process.

28.12.2 An employee may also use accrued leave entitlements or flexible working arrangements to attend interviews or examinations. This includes recreation leave, extended leave and where applicable, family and community service leave.

28.13 Right to request extension of unpaid parental leave and part-time return to work

28.13.1 To assist employees with parental responsibilities, an employee who has been granted parental leave in line with clause 28.2, Paid Parental Leave, can apply to the Department Head to:

- (a) extend Unpaid Parental Leave for a further continuous leave period of up to 12 months provided the unpaid parental leave does not extend beyond 24 months from the birth, adoption or ongoing placement of the child; and/or
- (b) return from full-time parental leave to work part time until the child reaches school age (including the option to return to work on part-time leave without pay).

28.13.2 An employee intending to apply to return from parental leave part time (in line with clause 28.13.1) must write to the Department Head as soon as practicable. An employee can give notice at any time up to four weeks before their proposed return or extension of leave, or later if the Department Head agrees.

28.13.3 The Department Head will consider the request and the employee's circumstances and respond in writing. The Department Head can only refuse the request on reasonable grounds based on the effect on the workplace or the Department Head's business. This could include:

- (a) that the new working arrangements requested would be too costly for the Department;
- (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
- (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
- (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.

28.13.4 An employee on parental leave may change the period of leave once without the consent of the Department by providing at least 14 days' notice in writing. Further changes may be made with the consent of the Department Head.

28.13.5 An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert to unpaid parental leave. This may be done once only, by providing a minimum of 4 weeks' notice (or less if the Department agrees).

28.14 Returning to work

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- 28.14.1 An employee has the right to return to their former role if they have taken parental leave or returned to work part-time under right to request provisions, and they immediately resume duty after the approved leave or part-time work arrangement.
- 28.14.2 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former position.
- 28.14.3 An employee does not have the right to their former role if they return to work part time. If the Department Head approves an employee to return to work part time, the employee will be appointed to a role of the same grade and classification as their former role.

28.15 Notice requirements

- 28.15.1 The Department Head must inform employees of their entitlements and obligations under this section when it is made aware that an employee or their partner is pregnant, expecting a child through an altruistic surrogacy arrangement, is having a child placed with them as part of an ongoing placement arrangement or is adopting a child.
- 28.15.2 An employee who is an intended parent in an altruistic surrogacy arrangement must notify the Department Head at least 8 weeks before the expected due date. The employee must give the Department Head a copy of the pre-conception surrogacy altruistic surrogacy agreement. This agreement is provided for in the *Surrogacy Act 2010* and can be redacted as necessary to protect non-employees' privacy.
- 28.15.3 To access parental leave, an employee must give the Department Head written notice, eight weeks or as soon as practicable, before the expected start of their parental leave, of:
- (a) their intention to take leave; and
 - (b) the child's expected date of birth, adoption, altruistic surrogacy or ongoing placement; and
 - (c) the employee's role as carer of their child for the parental leave period.
- 28.15.4 At least four weeks before the expected commencement of parental leave, the employee must advise the Department Head of:
- (a) the date they intend to start parental leave; and
 - (b) the date they expect to return to work.
- 28.15.5 Once an employee or their partner gives birth, they must notify the Department Head of the date of birth as soon as convenient.
- 28.15.6 If an employee changes their intentions because of a pre-term birth or stillbirth, they must notify the Department Head as soon as practicable.
- 28.15.7 Before and during Paid Parental Leave, an employee must notify the Department Head of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

28.16 Evidence requirements

- 28.16.1 To access Paid Parental Leave, the employee must provide evidence of the birth, adoption, altruistic surrogacy or ongoing placement arrangement:
- (a) for a birth related leave, a medical or birth certificate showing the child's expected or actual date of birth;
 - (b) for adoption related leave, an integrated birth certificate or certificate of adoption;

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- (c) for altruistic surrogacy related leave, the provision of documentary evidence of the altruistic surrogacy agreement and a statutory declaration advising of the intention to make application for a parentage order as required under the Surrogacy Act 2010. A copy of the parentage order (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained;
- (d) for an ongoing placement arrangement, a confirmation of placement letter provided by the Department of Communities and Justice, or their accredited designated agency as defined in 28.1.1(i). A copy of the legal order as defined in 28.1.1(g) (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained.

28.16.2 To access bonus paid parental leave Department Head may require evidence of this such as:

- (a) documents from the partner's employer; or
- (b) a statutory declaration from the employee.

28.17 Communication requirements

28.17.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department Head will take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

28.17.2 The employee will take reasonable steps to inform the Department Head of any significant matter that will affect the employee's decision about:

- (a) the duration of parental leave;
- (b) whether they intend to return to work; and
- (c) whether they intend to request to return to work part time.

28.17.3 The employee will notify the Department Head of any changes to their address and contact details which may affect the Employer's capacity to comply with clause 28.17.1.

28A – Leave related to miscarriage and fertility treatment

28A.1 Leave for a miscarriage

28A.1.1 When an employee or their partner miscarries, the employee is entitled to one week of paid Special Miscarriage Leave on each occasion a pregnancy ceases by way of miscarriage.

28A.1.2 Paid Special Miscarriage Leave starts from the date of miscarriage. The employee must take this leave in one continuous block before they can take any other leave.

28A.1.3 When accessing paid Special Miscarriage Leave, the employee must notify the Department Head as soon as reasonably practicable of:

- (a) the amount of leave required; and
- (b) the anticipated date of return to duty.

28A.1.4 To access paid Special Miscarriage Leave an agency may request evidence, such as:

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- (a) a medical certificate; or
- (b) an early loss certificate from the NSW Registry of Births, Deaths and Marriages.

28A.2 Leave for fertility treatment

28A.2.1 Employees can take up to one week of paid Special Fertility Treatment Leave each calendar year to undergo fertility treatment. This includes related medical appointments and travel required to access treatment.

28A.2.2 Special Fertility Treatment Leave does not accumulate, and employees may take it in:

- (a) part days
- (b) single days
- (c) consecutive days.

28A.2.3 Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.

28A.2.4 When accessing paid Special Fertility Treatment Leave, the employee must notify the Department Head as soon as is reasonably practicable of:

- (a) the amount of leave required, and
- (b) when they expect to return to work.

28A.2.5 To access paid Special Fertility Treatment Leave, the employee may need to provide a medical certificate that confirms the treatment.

28A. Lactation Breaks

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

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

29. Study Leave

Employees shall be granted Study Leave on such terms and conditions as prescribed by Section 6 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

30. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by Section 14 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

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31. Long Service Leave

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

32. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate of 114 hours in any period of 12 months.
 - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
 - (iii) Periods of less than thirty-eight (38) hours shall not be re-credited to employees who are sick whilst on Annual or Long Service Leave.
- (b)
 - (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
 - (ii) The employee shall notify the Service, where practicable, of their inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) All periods of sickness shall be certified by a legally qualified Medical Practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers compensation, provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full-time hours. On the expiration of available sick leave, weekly workers compensation payments only shall be payable.
- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (a)(ii) of this clause.

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SECTION 6. MISCELLANEOUS

33. Uniforms

- (a)
 - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
 - (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (iv) Articles of clothing issued under subclause (a)(i) and (a)(iii) of this clause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused. In the event of refusal the provision of clause 36, Issues Resolution, of this Award, shall apply.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Table 2, Allowances of Section 8, Monetary Rates.

34. Union Subscriptions

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

35. Accommodation

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

SECTION 7. AWARD PARAMETERS

36. Issues Resolution

- (a) The parties must:
 - (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s);
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.

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- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
- (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her Supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the General Manager Operations (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
 - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

37. 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

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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."

38. 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.

40. Area, Incidence and Duration

- (a) This Award takes effect from 1 July 2025 and shall remain in force for a period of one year. The rates in section 8 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2025.
- (b) This Award rescinds and replaces the Operational Ambulance Managers (State) Award 2023 published 10 November 2023 (395 I.G. 1088) and all variations thereof.
- (c) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.

SECTION 8. MONETARY RATES

Pay rates and allowances for the period from 1 July 2025 until the commencement of the increased rates as outlined below (that apply from the first full pay period on or after (ffppoa) 1 July 2025).

HSU DRAFT AWARD* *WITHOUT PREJUDICE

This Award has been drafted by the HSU for member endorsement – it is NOT an offer put forward from the Ministry of Health

Table 1 - Salaries

NOTE THIS SECTION IN YELLOW NEEDS TO BE REVIEWED AND AMENDED – I HAVE INSERTED WHAT WE HAD PREVIOUSLY PUT FORWARD, HOWEVER WE NEED TO REVIEW THE RATES AS THE INCREASE WE HAVE NOW DOESN'T ACCURATLY RELFECT OUR END OUTCOME.

Operational Ambulance Managers Award 2025 – Proposed Revised Payment Schedule

This document outlines the methodology for creating a revised payment schedule for the Operational Ambulance Managers (State) Award 2025 classification system. The new schedule is designed to eliminate remuneration overlap between levels, ensure no member experiences a pay cut, and establish an automatic five-year progression path within each classification level.

Key Principles

- No overlap between levels.
- No employee goes backwards in pay.
- Each level includes 5 annual progression steps.
- Progression is linear within each level.

Mathematical Basis for Step Calculation

For each level, the step size is calculated using the formula:

$$\text{Step Size} = (\text{Maximum Pay} - \text{Minimum Pay}) \div 4$$

This yields 5 annual steps (including the starting and final salaries).

Level 1

Minimum Pay: \$143,495.50

Maximum Pay: \$150,330.08

Step Size: \$1,708.64

Year	Calculation	Annual Pay (\$)
Year 1	$143,495.50 + 1,708.64 \times 0$	\$143,495.50
Year 2	$143,495.50 + 1,708.64 \times 1$	\$145,204.14
Year 3	$143,495.50 + 1,708.64 \times 2$	\$146,912.78
Year 4	$143,495.50 + 1,708.64 \times 3$	\$148,621.42
Year 5	$143,495.50 + 1,708.64 \times 4$	\$150,330.06

Level 2

Minimum Pay: \$150,331.08

Maximum Pay: \$174,248.74

Step Size: \$5,979.42

Year	Calculation	Annual Pay (\$)
Year 1	$150,331.08 + 5,979.42 \times 0$	\$150,331.08
Year 2	$150,331.08 + 5,979.42 \times 1$	\$156,310.50
Year 3	$150,331.08 + 5,979.42 \times 2$	\$162,289.92
Year 4	$150,331.08 + 5,979.42 \times 3$	\$168,269.34
Year 5	$150,331.08 + 5,979.42 \times 4$	\$174,248.76

Level 3

Minimum Pay: \$174,249.74

Maximum Pay: \$194,745.41

Step Size: \$5,123.92

HSU DRAFT AWARD* *WITHOUT PREJUDICE

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Year	Calculation	Annual Pay (\$)
Year 1	$174,249.74 + 5,123.92 \times 0$	\$174,249.74
Year 2	$174,249.74 + 5,123.92 \times 1$	\$179,373.66
Year 3	$174,249.74 + 5,123.92 \times 2$	\$184,497.58
Year 4	$174,249.74 + 5,123.92 \times 3$	\$189,621.50
Year 5	$174,249.74 + 5,123.92 \times 4$	\$194,745.42

Level 4

Minimum Pay: \$194,746.41

Maximum Pay: \$228,913.58

Step Size: \$8,541.79

Year	Calculation	Annual Pay (\$)
Year 1	$194,746.41 + 8,541.79 \times 0$	\$194,746.41
Year 2	$194,746.41 + 8,541.79 \times 1$	\$203,288.20
Year 3	$194,746.41 + 8,541.79 \times 2$	\$211,829.99
Year 4	$194,746.41 + 8,541.79 \times 3$	\$220,371.78
Year 5	$194,746.41 + 8,541.79 \times 4$	\$228,913.57

Level 5

Minimum Pay: \$228,914.58

Maximum Pay: \$252,829.89

Step Size: \$5,978.83

Year	Calculation	Annual Pay (\$)
Year 1	$228,914.58 + 5,978.83 \times 0$	\$228,914.58
Year 2	$228,914.58 + 5,978.83 \times 1$	\$234,893.41
Year 3	$228,914.58 + 5,978.83 \times 2$	\$240,872.24
Year 4	$228,914.58 + 5,978.83 \times 3$	\$246,851.07
Year 5	$228,914.58 + 5,978.83 \times 4$	\$252,829.90

Table 2 - Allowances

Item	Clause	Allowance Description	Frequency	FFPPOA 1 July 2025 \$
1	20	Climatic and Isolation Allowance - Time and Half Zone*	Weekly	5.70
2	20	Climatic and Isolation Allowance - Double Zone*	Weekly	11.30
3	33	Laundry*	Weekly	16.30
4	14	On Call Allowance when rostered on duty – per 24 hours		1 hours pay
5	14	On Call Allowance when rostered on days off– per 24 hours		2 hours pay
6	22	Clinical Specialist Allowance	Weekly	111.50

* Rate moves independently to Award wages increase.