



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377151 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD

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PART A

2. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them:

"Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

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

"Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the *Health Services Act 1997*, as amended or varied from time to time.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"On Call" means a period an employee is required to make themselves available outside of a normal rostered shift.

"Public Health Organisation" means an organisation defined in section 7 of the *Health Services Act 1997* as follows:

- (a) a local health district, or
- (b) a statutory health corporation, or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services, and for the purposes of this Award, also includes the Public Health System Support Division of the NSW Health Service.

"Secretary" means the Secretary, NSW Health.

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

"Union" means the Health Services Union NSW.

3. Hours

- (i) All subclauses of this clause apply to all employees with the exception of those working as a Health Manager Level 5 or above.

For employees at Health Manager Level 5 and above, only the following subclauses of this clause apply: (i), (ii), (iii), (v), (vi), (x), (xi), (xii), (xiii) and (xiv). The remaining subclauses do not apply.

- (ii) The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Provided that apprentices may commence work on such days before 6.00 a.m. as their trade requires.

Provided that the ordinary hours may be altered by mutual agreement between an employer, the Union and the majority of employees in the Department concerned. The Union's approval will not be unreasonably withheld. When such agreement is reached the ordinary hours thus agreed will not attract any penalty or overtime payment under this Award in addition to the ordinary rate of pay for salary or wages. Entitlements to allowances, including allowances set out under Part B, Monetary Rates, will not be affected.

No apprentice or Adult Apprentice shall be required to perform work which would prevent the apprentice from attending classes as required by the term of his or her apprenticeship.

- (iii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iv) Notwithstanding the provisions of sub-clauses (ii) and (iii) of this clause, the ordinary hours of work for Radiographers and Radiation Therapists, exclusive of meal times, shall be an average of 35 hours per week in each roster cycle.

(v)

- a) For all employees with the exception of those working as a Health Manager Level 5 or above: each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.
- b) For employees at Health Manager Level 5 and above: each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week free from duty in each roster cycle. ADOs for these employees are subject to Determination 14 of 2013.

NOTATION The employer has agreed to advise hospitals that by administrative action such days off duty shall not be preceded by an afternoon or night shift unless an additional 10 hours (or 8 hours if an agreement is in place as per clause 3(xiv)) are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.

- (vi) In each roster cycle of 28 days each fulltime employee shall work their ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
 - (a) In each roster cycle of 21 days each employee shall work their ordinary hours of work on not more than 14 days in the cycle; or
 - (b) In each roster cycle of 14 days each employee shall work their ordinary hours of work on not more than nine days in the cycle.
- (vii) The employee's allocated day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by sub-clause (v) of this clause.
- (viii) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable and agreement is not reached in accordance with sub-clause (ix) below, the day must be given and taken in the next cycle immediately following.
- (ix) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (v) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- (x) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by clause 15, Public Holidays, the next working day or another mutually agreed working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay. This provision shall not apply to such positions being worked as broken shifts on 5th September 1963.
- (xiii) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work save and except for employees who are:
 - (a) employed under the NSW Health Service Allied Health Assistants (State) Award 2025, as varied or replaced from time to time; or
 - (b) engaged for less than a whole shift on any one day,these employees shall be allowed a period of ten minutes only for either a morning or afternoon tea break. This break will be included in the ordinary hours of work.

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.
- (xiv) There shall be a minimum break of ten hours between ordinary rostered shifts (or eight hours by consent of the Union).
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a TAFE college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (including time actually spent in travelling to and from a technical college) shall: -

- (a) be counted as and included as part of their term apprenticeship; and
- (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to them under this Award.

3A. Multiple Assignments

(This clause has had application since 13 August 2018)

- (i) Multiple assignments under this Award exist when:
 - a. An employee has more than one position under this Award within the New South Wales Health Service, and
 - b. The same conditions of employment within the Award apply to the positions.Each of these positions is referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) This clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Organisation in the Public Health System

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

Hours, Additional Days Off, and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in clause 3, Hours.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (i.e. full time) in clause 3, Hours, they will be considered as a full time employee for the purposes of the Award and:
 - 1. that employee is entitled to allocated days off in accordance with clause 3, Hours, and
 - 2. clause 9, Overtime and Recall to Work, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this clause they will be treated in accordance with Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees.
 - 1. All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, and
 - 2. Overtime as prescribed in Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees.

Any existing multiple assignments as at 13 August 2018 that exceed 32 hours per week but are less than 38 hours per week shall be allowed to continue under the existing arrangements. All future multiple assignments will comply with the hours provisions.

- (e) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (g) Where overtime is compensated by way of time off in lieu as set out in subclause (xv) of clause 9, Overtime and Recall to Work, that time off in lieu must be taken in the assignment which generated the overtime.
- (h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with paragraphs (c) or (d) of this subclause.

Public Holidays - Rostered Day Off

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under clause 15, Public Holidays, subclause (c). The annual election for the payment arrangements required under subclause 15(d) will be the same for each of the employee's multiple assignments.

Temporary Employees

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with clause 3.2 of the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, the 10% loading shall only apply to hours worked in that assignment. While ever this loading is paid, the provisions of paragraphs (p), (q) and (r) of this subclause shall not apply to the temporary assignment.

Employees Engaged as Old & Part Time as at 20 September 1994

- (k) Where an employee:
 1. has elected to receive the benefits set out in Part 2 of clause, 6 Part-Time Work, Old Part Time Employees and Casual Employees, in relation to an assignment, and
 2. after the date this clause was operative in this Award the employee commences in a second or further permanent part time assignment (as set out in Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, and their combined total number of ordinary hours worked in all assignments is less than those set out in paragraph (c) of this subclause;

Part 2 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the Award.

- (l) Where an employee:
 1. has elected to receive the benefits set out in Part 2 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, in relation to an assignment, and

2. their combined total number of ordinary hours worked in all assignments is equal to or more than those set out in paragraph (c) of this subclause,

Part 2 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, shall not apply to any of their assignments.

Incremental Progression

- (m) Where an employee has multiple assignments in the same classification and pay rate, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment.
- (n) Where an employee has multiple assignments in the same classification, but different grades and/or pay rates, the employee's service in the higher grade will count for the purposes of incremental progression in the lower grade. However, service in the lower grade shall not count for the purposes of incremental progression in the higher grade.
- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with paragraph (i)(b) of clause 16, Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under clause 40, Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (v) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
 1. the position/s currently held
 2. the facility in which the existing position/s are worked
 3. the classification/s under which they are engaged in each position

4. the number of ordinary hours worked in each position
 5. any regular additional hours or overtime that is worked in each position
 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (w) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
 2. the facility in which the proposed new assignment is to be worked
 3. the classification under which they would be engaged in the new assignment
 4. the number of ordinary hours to be worked in the proposed assignment
 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (x) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (y) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Organisation in the Public Health System

- (v) Multiple Assignments, that meet the criteria in subclause (i) of this clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are:
- (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.
 - (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under clause 17, Long Service Leave.

- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 40, Maternity, Adoption and Parental Leave.
- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal/Carer's Leave as provided in clause 28.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in clause 28A.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 9, Overtime and Recall to Work, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisations in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Organisations in the Public Health System

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

4. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees and/or provided electronically where all employees on the roster have access to and capability to use Information Technology. The roster shall be displayed four weeks prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the service of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be paid for at overtime rates. Furthermore, where a change in roster occurs with less than 24 hours' notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Rosters providing for shift work shall not be introduced into any hospital or health institution or section thereof until such time as the proposals are discussed with the Union by the employer.
- (iii) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the Union and the employer. Neither party shall unreasonably withhold its approval.
- (iv) Where an employee is entitled to an allocated day off duty in accordance with clause 3, Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

5. Climatic and Isolation Allowance

- (i) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as follows: - viz; commencing at Tocumwal and thence to the following towns in the order stated - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

Shall be paid an allowance as outlined in Items 1 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as follows: viz; commencing at a point on the right bank of the Murray River opposite Swan Hill (Vic.) and thence to the following towns, in the order stated - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

Shall be paid an allowance as outlined in Item 2 of Table 1 - Other Rates and Allowances of Part B, Monetary Rates,

Provided that an employee shall only be entitled to either Item (i) of (ii) above (but not both).

- (iii) The allowances paid shall be as set out in Items 1 and 2 of Table 1 - Other Rates and Allowances of Part B, Monetary Rates.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.
- (vi) A part-time employee shall be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

6. Part-Time Work, Old Part-Time Employees and Casual Employees

Part 1 - Part-Time Employees (Other than Old Part Time Employees)

- (i) A part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification (Radiographers and Radiation Therapists will be calculated on the basis of one thirty fifth).
- (iii) Persons employed on a part-time work basis may be employed for not less than two or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period, provided that nothing prevents an employee requesting and subsequently entering into a part time work agreement for the employee to work more than 32 and less than 38 hours per week.
- (iv) An employee engaged in part time work is not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the

rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.

- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward 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.

Part 2 - Old Part-Time Employees

- (i) Employees shall only be engaged as Old Part Time Employee if they were engaged under the provisions contained in this subclause as at 20 September 1994, and who continue to be engaged on such basis.
- (ii) Old Part Time Employees may be employed for not less than eight or more than 30 hours in any full week of seven days, such week to be coincidental with the pay period, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof (in the case of Radiographers and Radiation Therapists the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).
- (iii) In an emergency Old Part Time Employees may be allowed to work more than 30 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of this part.
- (iv) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of clause 3, Hours, shall not apply.
- (v) All time worked by Old Part-Time Employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward 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.
- (vii) With respect to employees engaged as Old Part Time Workers the provisions of clause 9, Overtime shall not apply, except where provided in sub-clauses (v) and (vi) of this part.
- (viii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the Public Health Organisation. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.

Part 3 - Casual Employees

A. General Provisions

- (i) A Casual employee is an employee engaged as defined by the Health Industry Status of Employment (State) Award as a casual employee.
- (ii) A casual employee will be engaged and paid for the number of hours worked each week at the hourly rate as a full-time employee in the same classification, plus 10 per cent, with a minimum payment of two hours at ordinary pay at the commencement of each shift.
- (iii) With respect to a casual employee, the following provisions shall not apply:
 - Clause 3(ii) and (xv) with respect to apprentices, and subclauses (vi) to (xi)
 - Clause 3A, Multiple Assignments
 - Clause 4, Roster of Hours
 - Clause 7, Board and Lodging

Clause 8, Relieving Other Members of Staff
 Clause 9, Overtime and Recall to Work
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 Clause 13, Excess Fares and Travelling
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 Clause 17, Long Service Leave - except as provided under paragraph 17(ix)(a)
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 Clause 28, Family and Community Services Leave and Personal/Carer's Leave - except as provided under Part C of Clause 28.
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 Clause 42, Study Leave,
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 Clause 46, Reasonable Hours

- (iv) The following penalty rates apply to casual Employees working such shifts:
 - (a) 10% for afternoon shift commencing at 10.00am and before 1.00pm
 12.5% for afternoon shift commencing at 1.00pm and before 4.00pm
 15% for night shift commencing at 4.00pm and before 4.00am
 10% for night shift commencing at 4.00am and before 6.00am
 - (b) Weekend work and public holidays:
 - 50% for work performed between midnight on Friday and midnight on Saturday
 - 75% for work performed between midnight on Saturday and midnight on Sunday
 - 150% for work performed on public holidays
- (v) The shift penalties prescribed in subclause (v)(a) shall be additional to, but not cumulative on the rates prescribed in subclause (ii).
- (vi) The shift penalties outlined in subclause (v)(b) are in substitution for and not cumulative on the shift premiums prescribed in subclause (ii).
- (vii) A casual employee is eligible to claim appropriate allowances (per day/shift/pro rata) prescribed under clause 12, Allowances and Special Working Conditions and clause 32, Infectious Cleaning.

Annual Leave

- (viii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944* and Clause 16 - Annual Leave.

Long Service Leave

- (ix) For entitlement in respect of long service leave, see *Long Service Leave Act 1955*.

Bereavement Entitlements

- (x) For Bereavement entitlements for casual employees see subclause (i) of Part C of clause 28, Family and Community Services Leave and Personal/Carer's Leave

Personal Carer's entitlement

- (xi) For Personal carer's entitlement for casual employees see subclause (ii) of Part C of clause 28, Family and Community Services Leave and Personal / Carer's Leave.

Family Violence entitlement

- (xii) For Family violence entitlement for casual employees see subclauses (xi), (xii) and (xiii) of clause 28A, Family Violence Leave

7. Board and Lodging

- (i) Deductions from the salary/rates prescribed in the Awards to which these conditions apply are authorised as follows where board and/or lodgings are supplied:
 - (a) For board - as set out in Item 3 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for breakfast and for each other meal; provided that the maximum sum that may be deducted in any one week in the case of an employee entitled to full board shall be as set out in the said Item 3.
 - (b) For lodging - as set out in Item 4 of the said Table 1 where the employee is provided with a separate bedroom and as set in the said Item 4 where the employee is required to share a bedroom.
- (ii) No deduction shall be made from the wages of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

8. Relieving Other Members of Staff

- (i) Subject to the provisions of subclause (ii) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for three working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- (ii) Where the position being relieved is covered by the Health Managers (State) Award 2025, as varied or replaced from time to time, payment should be made on the following basis:

If an employee is directed to relieve for a period of three consecutive working days or more, on any one occasion, an employee who is in a higher manager level, the employer must pay the relieving employee, for the period of relief, not less than the minimum of the salary band for the senior employee's level, provided that:

- (a) If, in the employer's opinion, the relieving employee merits a higher salary, the employer may pay the relieving employee more than the minimum of the salary band for the senior employee's level; or
- (b) If the relieving employee's normal salary is equal to or more than the minimum of the salary band for the senior employee's level, the employer must pay the relieving employee a rate which is not less than the midpoint between the relieving employee's normal salary and the senior employee's normal salary.
- (c) Where the relieving person is in the same salary band, he/she shall be paid not less than the midpoint between the salary of the relieving officer and the salary of the person relieved.

- (d) Where the relieving manager performs less than the full range of duties of the senior manager, the relieving person shall receive an increase in salary, that increase to be negotiated between the employee and employer.

9. Overtime and Recall to Work

- (i) This clause shall not apply to persons engaged as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (iv) Subject to subclauses (v) - (ix) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of employees from recall duty.
- (vii) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (viii) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from their place of work.

Provided further that where an employee elects to use their own mode of transport, they shall be paid an allowance equivalent to the Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied or replaced from time to time.

- (xi) When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least ten consecutive hours (or 8 hours if an agreement is in place as per clause 3(xiv)) off duty between the work on successive days or shifts.
- (xii) An employee who works so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten consecutive hours (or 8 hours if an agreement is in place as per clause 3(xiv)) off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours (or 8 hours if an agreement is in place as per clause 3(xiv)) off duty in the twenty-four hours preceding their ordinary commencing time on their next day or shift.

Shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off (or 8 hours if an agreement is in place as per clause 3(xiv)) duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of their employer such an employee resumes or continues to work without having had such ten consecutive hours (or 8 hours if an agreement is in place as per clause 3(xiv)) off duty they shall be paid double time until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours (or 8 hours if an agreement is in place as per clause 3(xiv)) off duty without loss of pay for ordinary working time occurring during such absence.

- (xiii) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (xiv) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, they shall be paid at ordinary time for the time reasonably spent travelling from the hospital or health institution to the employee's home with a maximum payment of one hour.

This subclause shall not apply in the case of recall or where the employee has their own vehicle available for conveyance home.

- (xv) Employees, other than those employees not entitled to overtime as outlined in subclause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
 - (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
 - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.
 - (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
 - (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
 - (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three-month period.
- (xvi) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 3 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

10. On Call

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons engaged as Health Manager Level 5 and above.
- (ii) The employer shall advise all employees and the Union of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by their employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in Item 5 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in Item 6 of the said Table 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vii) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (viii) An employee rostered on call must contact the hospital or health institution immediately it becomes known that the employee shall be unavailable for rostered duty.
- (ix) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (x) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (xi) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.

11. Penalty Rates for Shift Work and Week-End Work

- (i) The provisions of this clause may apply to persons employed under the Health Managers (State) Award 2025, as varied or replaced from time to time, however no individual who is employed under the Health Managers (State) Award 2024 as at the commencement of this Award can be required to work shift work or weekend work without their consent. This includes as a result of restructuring positions or services.
- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications working day shift; provided employees undertaking part time work and Old Part Time Employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m. - 10 per cent

Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m. - 12.5 per cent

Night shift commencing at 4.00 p.m. and before 4.00 a.m. - 15 per cent

Night shift commencing at 4.00 a.m. and before 6.00 a.m. - 10 per cent

- (iii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (ii), of this clause.

The foregoing paragraph of this subclause shall apply to part-time workers but such workers shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in subclause (i) of Part 2 of clause 6, Part Time Work, Old Part Time Employees and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) Employees working a broken shift shall be paid an additional amount as set out in item 7 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each broken shift and the period of time between the commencement and termination of such shift shall not exceed 12 hours.

12. Allowances and Special Working Conditions

- (i) The provisions of this clause shall not apply to persons engaged under the Health Managers (State) Award 2025.
- (ii) Post-Mortem Allowance: An employee other than a post-mortem assistant or Forensic Technician or Senior Forensic Technician: -
- (a) Who is required to assist in post mortems shall be paid, in addition to their ordinary salary, an allowance as set out in Item 8 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each post-mortem.
 - (b) When employees, including post-mortem assistants, are required to attend police post-mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in Item 9 of the said Table 1, or the normal overtime provisions of this Award, whichever is the greater.
 - (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in Item 10 of Table 1.
 - (d) Employees shall be paid an allowance as set out in Item 11 of Table 1 in respect of each police post-mortem examination performed on a partly decomposed or vermin-infested body.
- (iii) Nauseous Linen Allowance: Employees, other than the Forensic Mortuary Technician and the Senior Forensic Mortuary Technician classifications, shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Refuse Disposal/Incinerators or Furnaces Allowance: Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in Item 13 of Table 1.

- (v) Specific Environmental Allowances
- (a) Employees shall receive an additional duties allowance per week as set out in Item 14 of Table 1 for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
 - (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Ministry of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.
 - (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in Item 16 of Table 1.
- (vi) Lead Apron Allowance: An employee required to wear a lead apron shall be paid an allowance as set out in Item 17 of Table 1 for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Health Employees' Medical Radiation Scientists (State) Award 2025 or the Health Employees Technical (State) Award 2025, as varied or replaced from time to time.
- (vii) Cash Handling Allowance: An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 18 of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees' Administrative Staff (State) Award 2025, as varied or replaced from time to time. This subclause shall also not apply to employees employed under the NSW Health Service Allied Health Assistants (State) Award 2025, as varied or replaced from time to time.
- (viii) Employees engaged under the Health Employees (State) Award 2025 and the Health Employees Engineers (State) Award 2025, as varied or replaced from time to time, shall be paid the amounts prescribed from time to time under clause 7, Additional Rates, Special Rates and Allowances, of the Public Health Service Employees Skilled Trades (State) Award 2023, as varied or replaced from time to time, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in Item 19 of Table 1 per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
 - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in Item 20 of Table 1 per hour extra.
 - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in Item 21 of Table 1 per hour above the rate prescribed by this Award.
 - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*, as amended or replaced from time to time.

- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in Item 23 of Table 1 per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 23 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- (f)
 - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in Item 24 of Table 1 whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in Item 25 of Table 1 per hour whilst so engaged.
- (g) Smokeboxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in Item 26 of Table 1 per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 26 per hour extra.
- (h) Wet Places -
 - (1) An employee working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid as set out in Item 27 of Table 1 per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 27 per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in Item 28 of Table 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc. - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in Item 29 of Table 1 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in Item 30 of Table 1 per hour.
- (l) Swinging Scaffolds -

- (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in Item 31 of Table 1 for the first four hours whilst so engaged thence as set out in the said Item 31 per hour thereafter.
- (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in Item 32 of Table 1 per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in Item 33 of Table 1 per hour extra with a minimum payment as set out in the said Item 32 per day.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 34 of Table 1 per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in Item 35 of Table 1 per hour whilst so employed.
- (q) Toxic and Noxious Substances -
 - (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in Item 36 of Table 1 per hour extra.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in Item 37 of Table 1 per hour extra for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health.
 - (4) Employees working in close proximity to employees so engaged shall be paid as set out in Item 38 of Table 1 per hour extra.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid as set out in Item 39 of Table 1 per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award 2025, as varied or replaced from time to time, unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

- (s) Aged Care Allowance - Employees working or required to work in the following hospitals: Allandale and Garrawarra, shall be paid an allowance as set out in Item 40 of Table 1 per hour in addition to all other rates payable under this Award.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award 2025, as varied or replaced from time to time, unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

Provided further that the above disability allowance shall apply to positions under the Health Employees Engineers (State) Award 2025 as varied or replaced from time to time, where the allowance applied to such positions prior to 1 July 1989.

- (t) Mental Health Facility Allowance - An allowance as set out in Item 41 of Table 1 per hour in addition to all other rates payable under this Award shall be paid to those persons employed in psychiatric hospitals (formerly 5th Schedule hospitals) where the above allowance applied to the position prior to 1 July 1989.
 - (u) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in Item 42 of Table 1 per hour whilst so engaged.
 - (v) Rates not subject to Penalty Provisions - The special rates and allowances herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
 - (w) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (ix) Apprentices shall be paid each week a tool allowance as set out in item 43 of Table 1.
- (a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
 - (b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.
- (x) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (xi) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xii) A sterilising certificate allowance as set out in Item 48 of Table 1 of this Award applies to employees undertaking linen sterilising duties at HealthShare NSW Linen Services as follows:
- (a) The sterilising certificate allowance will be paid to employees who:
 - (1) hold a recognised and accredited certificate; and
 - (2) perform sterilising duties at least one day per week.
 - (b) The allowance will be paid across all Linen Services.
 - (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.

- (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
- (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with a HealthShare NSW state-wide program not extending beyond 12 months. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.
- (f) The allowance will be adjusted in the future in line with general salary movements for linen service employees.

13. Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the site or campus where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary, who will discuss the

matter with the Union and will determine the date upon which notice will be given the employee(s).

(iv)

- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder of this subclause.
- (b) If a reliever incurs fares in excess of the amount prescribed by Item 49 of Part B, Monetary Rates - Table 1 - Other Rates and Allowances, per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount prescribed by Item 49 of Part B, Monetary Rates - Table 1 - Other Rates and Allowances per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time in item 6 of Table 1 of Part B, Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time, less the amount prescribed by Item 49 of Part B, Monetary Rates - Table 1 - Other Rates and Allowances of this Award.

- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the employer.
- (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

14. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (ii) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iv) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals an allowance as set out in Item 44 of Table 1 of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.
- (v) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 4, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause and subclauses (xii) and (xiii) of clause 3, Hours, shall apply.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

15. Public Holidays

(i)

- (a) Public holidays shall be allowed to employees on full pay.
- (b) Except as provided in this subclause, where an employee is required to and does work on any of the public holidays set out in this subclause, whether for a full shift or not, the employee shall be paid at time and a half extra for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, they may be paid at half time extra for the ordinary rostered hours and have one day added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where an employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (c) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, King's Birthday, Labour Day and any other standard public holiday declared under Section 4 of Part 2 of the *Public Holidays Act 2010* as varied or replaced from time to time.
- (d) Shift workers rostered off duty on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or
 - (2) if the employee elects, have one day added to their period of annual leave.

Provided that the provisions of this subclause shall:

- (3) not apply to employees employed under the Health Managers (State) Award 2025, as varied or replaced from time to time; and
- (4) only apply to day workers who were employed as at 1 July 2008.
- (e) The election referred to in paragraphs 15(i)(b) and 15(i)(d) is to be made in writing by the employee at the commencement of each year of employment.
- (f) Provided that an employee who has accrued additional annual leave referred to in paragraphs 15(i)(b) and 15(i)(d), (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

(ii) In addition to those public holidays specified in paragraph 15(i)(c), employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas-New Year period or other suitable period as agreed between the employer and the Union and shall be regarded for all purposes of this clause as any other public holiday

(iii)

- (a) Old Part-Time Employees working 30 hours per week over five days, and Part-Time Employees (and those working a part time work arrangement) shall be entitled to public holidays set out in paragraph (i)(b) and subclause (ii) for days in which they would ordinarily be required to work

but, for the holiday occurring. Where such employees are required to, and do work on such a public holiday, the employee shall be paid at the rate of double time and one-half for the time worked (but such worker shall not be entitled to the provisions in subclause 15(i) and (ii) that provides for the period worked on a public holiday to be added to their period of annual leave). Such Old Part-Time employees shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.

- (b) The provisions of subclause (i) and (ii) of this clause shall not apply to Old Part Time Employees engaged under clause 6 - Part 2, provided that such Old Part Time Employees required to and do work on a public holiday defined in (i)(b) and (ii) of this clause, shall be paid at the rate of double time and one-half for the hours worked, but such worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

16. Annual Leave

(i) Entitlement to Annual Leave

- (a) All employees: Annual leave conditions set out in this Award will prevail over those contained in the *Annual Holidays Act* 1944 to the extent necessary to resolve any conflict or ambiguity notwithstanding that the *Annual Holidays Act* 1944 continues to apply to all employees.
- (b) This clause has been amended to move employees from an annual accrual system, as provided for in the *Annual Holidays Act* 1944, to a progressive accrual system. The provisions of this clause that have been varied from antecedent awards should be interpreted in a way that avoids detriment to employees arising from the move from an annual to progressive accrual method.
- (c) Except as otherwise provided in this Award or via legislation, all employees shall accrue annual leave.
 - (1) Annual leave will accrue progressively throughout an employee's employment.
 - (2) For a full-time employee, other than Principal Hospital Scientists, the rate of accrual shall be the equivalent of 152 hours of annual leave per year for classifications that work a 38 hour week or 140 hours of annual leave per year for classifications that work a 35 hour week. For Principal Hospital Scientists the rate of accrual shall be the equivalent of 190 hours of annual leave per year.
 - (3) For employees working less than full-time their accrual shall be proportionate and determined by the proportion of full-time hours they work.
 - (4) The employer will ensure that all employees have the opportunity to take the annual leave they've accrued over a year of service no later than six months after the completion of that year of service.
 - (5) An employee will not need to use annual leave on any day the employee would ordinarily have off such as a public holiday or, for Monday to Friday day workers, a weekend.
 - (6) Upon the request of the employee the employer shall pay the employee's pay for the period of annual leave in advance of the employee taking annual leave.
 - (7) Except for the additional component of annual leave provided to shift-workers, the monetary value of annual leave shall not be paid to a worker in lieu of taking annual leave.
 - (8) Where the employment of an employee who has accrued annual leave is terminated, the employer shall be deemed to have given the accrued but untaken annual leave to the employee as from the date of termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's

ordinary pay for the period of annual leave. This applies to, and in respect of, annual leave accrued and not taken whether or not the worker concerned continues to be entitled (apart from this clause) to take it, and so applies as if the worker's right to take it had accrued immediately before the date of the termination of the worker's employment.

- (9) Nothing in the above subclause affects the obligation of an employer to give, or a worker to take, annual holidays in accordance with this award or under legislation.
- (d) The employer is in the process of updating its payroll systems to move from the annual accrual of additional annual leave to the progressive accrual of additional annual leave. Accordingly, subclause 16(i)(e1) below will apply until the commencement date of the new progressive additional annual leave accrual system which will operate from a date agreed between the Union and the employer.

From the agreed commence date forward subclause 16(i)(e1) will cease to have effect and subclause 16(i)(e2) will take effect.

The employer will take reasonable steps to notify employees affected by this change in advance of the commencement date.

- (e1) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees. Note that the operation of this paragraph and subparagraphs is subject to (d) above.

For the purpose of the following subparagraphs, "year of employment" is a period equal to the period of entitlement to annual holiday on ordinary pay at the end of each year of the worker's employment (i.e. after a 12 month period) as outlined in s3(1) of the *Annual Holidays Act 1944*..

- (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a year of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
- (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a year of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
- (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a year of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
- (4) The calculations referred to in subparagraph (3) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of accruing the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
- (6) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (e2) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees. Note that the operation of this paragraph and subparagraphs is subject to (d) above.

For the purpose of the following subparagraphs, "year of employment" is a period equal to the period of entitlement to annual holiday on ordinary pay at the end of each year of the worker's employment (i.e. after a 12 month period) as outlined in s3(1) of the *Annual Holidays Act 1944*.

- (1) Employees who are rostered to work shifts occurring on Sundays and/or public holidays shall be entitled to accrue additional annual leave for each shift worked on Sundays and/or public holidays.
 - (2) For an employee working in a role that has a maximum 38 hours per week ordinary hours the accrual of additional leave shall be (38/35) hours for each shift worked on Sundays and/or public holidays for a maximum of 35 shifts per year.
 - (3) For an employee working in a role that has a maximum 35 hours per week ordinary hours the accrual of additional leave shall be 1 hour for each shift worked on Sundays and/or public holidays for a maximum of 35 shifts per year.
 - (4) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of accruing the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
 - (5) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (ii) On termination of employment, employees shall be entitled to payment for any untaken accrued annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of clause 15, Public Holidays.
- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon a period of annual leave. Such period shall be for no more than four weeks once per year. An employee cannot be directed to take a period of annual leave that would reduce their annual leave balance below 30 days for a full-time employee or a commensurate amount for a part-time employee.
- (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
- (a) Employees who take annual leave (excluding additional annual leave provided for in 16(i)(d) above) shall be paid ordinary salary plus either:
 - (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of the employee's ordinary salary, not exceeding an amount equivalent to 17½ % of the ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time; or;
 - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

- (b) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
- (c) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (d) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to their credit on resignation (not including retirement), except as provided for in paragraph (i) below.
- (e) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which they had become entitled to take that the loading would have applied to had the annual leave been taken.
- (f) Where an employee transfers from one Public Health Organisation to another and their new employment commences the next business day after the conclusion of their former employment they will be entitled to have their accrued annual leave entitlement transferred to their new employment. The employee shall be eligible for the benefits of this clause as if they had not resigned from their former employment.
- (g) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (h) In respect of that annual leave elected to be accrued pursuant to the provisions of clause 15, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

17. Long Service Leave

- (i)
 - (a) The provisions of this clause shall not apply to service as a casual employee, except as provided in subclauses (iv) and (v). Continuous service as a casual employee may accrue Long Service Leave as per the *Long Service Leave Act 1995* (NSW), as varied or replaced from time to time.
 - (b) The provisions of this clause shall not apply to Old Part Time Employees as prescribed in clause 6, Part 2, except as provided in subclause (xv)(b) or (xv)(c). Such employees may accrue Long

Service Leave as per the *Long Service Leave Act 1995* (NSW), as varied or replaced from time to time.

(ii)

- (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service and less than 10 years' service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years and less than 10 years' service are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years' service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years' service.

(iii) For the purposes of subclause (i) of this clause:

- (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 7 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time.
- (b) Broken periods of service with the employer in one or more hospitals shall count as service.
- (c) Service shall not include -
- (1) any period of leave without pay, except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six months, taken after the 1 January 1973;
 - (2) any period of part-time service, except as provided for in subclause (xi) of this clause.
 - (3) any period of casual service except as provided in subclause (iii) and (viii) of this clause
- (iv) A period of continuous casual service that merges immediately and without a break with permanent employment at the same public health organisation will be counted as service for the purposes of Long Service Leave accrual under this award on the basis of the same proportion of the hours worked in the period of continuous casual service bears to full time hours.
- (v) Should a casual employee have obtained an entitlement to long service leave under the provisions of the *Long Service Leave Act 1955* then that entitlement will be paid and deducted from any further long service leave entitlement under this award.
- (vi) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;

- (b) on half pay; or
- (c) on double pay.
- (vii) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (viii) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (ix) Health Industry Status of Employment (State) Award

Employees who are employed under the definitions prescribed by the Health Employees Status of Employment (State) Award as a casual employee, temporary employee, permanent employee and exempt employees will have the entitlement to long service leave as prescribed hereunder:

- (a) Casual employees - the *Long Service Leave Act 1955* applies.
- (b) Temporary Employees
 - (1) Temporary part time employee - in the same manner as a permanent part time employee in the Health Employees Conditions of Employment (State) Award
 - (2) Temporary full-time employee - in the same manner as a full-time employee in the Health Employees Conditions of Employment (State) Award
- (c) Permanent employee in the same manner as a permanent part time or permanent full-time employee in the Health Employees Conditions of Employment (State) Award
- (d) Exempt Employee
 - (1) Part time exempt employee - in the same manner as a permanent part time employee in the Health Employees Conditions of Employment (State) Award
 - (2) Full time exempt employee - in the same manner as a full-time employee in the Health Employees Conditions of Employment (State) Award.
- (x) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (xi)
 - (a) On the termination of employment of an employee, otherwise than by their death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: unless the employee transfers his or her leave entitlement in accordance with the provisions of Section 18 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow,

widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had their services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (xii) The provisions of subclauses (i) to (v) of this clause shall not apply to Old Part-Time Employees who receive an adjusted hourly rate (as defined per clause 6, Part 2, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination made under the *Health Services Act 1997*, as amended or replaced from time to time.

- (xiii) A full-time employee shall be entitled to have previous service as an Old Part-Time Employee which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours, provided the service as an Old Part-Time Employee merges without break with the subsequent full-time service.

A permanent part-time employee shall be entitled to have previous service as an Old Part-Time Employee which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 35 hours for Radiographers and Radiation Therapists and 38 hours for other employees, provided that the service as an Old Part-Time Employee merges without break with the subsequent full-time or permanent part-time service.

- (xiv) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xv) The following provisions shall apply only to employees employed in a hospital at the 1 January 1973:

- (a) An employee who -

- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
- (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.

- (b) An employee employed -

- (1) as an Old Part-Time Employee at the 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to

the 1st January 1973 in lieu of the provisions of the *Long Service Leave Act* 1955, as provided for in sub-clause (xi) of this clause;

- (2) on a full-time basis at 1 January 1973, but who had prior service as an Old Part-Time Employee may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to the 1 January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (c) Provided that full time and service as an Old Part-Time Employees who were employed in a hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old Award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service; provided however, that for Radiographers and Radiation Therapists such leave shall be allowed on the basis of 70 rostered ordinary hours for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
 - (a) All periods of sickness shall be certified to by the Medical Superintendent or a person approved by the employer or by a legally qualified Medical Practitioner approved by the employer; provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employers' opinion the circumstances are such as not to warrant such requirements.
 - (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (c) An employee shall not be entitled to sick leave until after three months' continuous service.
 - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this Award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this Award.
 - (e) Employees who are employed at the date of the commencement of this Award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
 - (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 17, Long Service Leave, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
 - (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence.

Where practicable such notice shall be given within 24 hours of the commencement of such absence.

- (ii) Employees engaged part-time shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of

employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.

- (iii) 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, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' 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 pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services.

19. Payment and Particulars of Salary

- (i) Wages shall be paid weekly or fortnightly only, except for persons engaged under the Health Managers (State) Award 2025, as varied or replaced from time to time, in which case salary may be paid monthly. Any changes to payment procedures are to be the subject of consultation with the Union.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in Australia as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given one week's notice of termination of employment, in accordance with Clause 20, Termination of Employment, of this Award, shall be paid all moneys due to them prior to ceasing duty on the last day of employment.

Where an employee is dismissed or their services are terminated without due notice, in accordance with the said clause 20, any moneys due to them shall be paid as soon as possible after such dismissal or termination but, in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees proceeding on Long Service Leave and Annual Leave shall on request be paid in advance prior to commencing such leave. However, where an employee wishes to receive their pay on their usual pay day, this shall be done.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) 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.
- (b) 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 (b)(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 (b)(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.

20. Termination of Employment

- (i) Employees who are employed under the Health Managers (State) Award 2025, as varied or replaced from time to time, shall be required to give one month's written notice of termination of employment. Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof.
- (ii) For other employees, one week's notice of termination of employment shall be given by the employer or the employee, respectively, but when the conduct of an employee justifies instant dismissal, such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice, such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice they shall be paid one week's salary in lieu thereof.

21. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and, where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which should be achieved in all hospitals:

Sanitary Conveniences -

- (a) Reasonable toilet facilities for each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities should be located conveniently to work places, they should be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

Washing and Bathing Facilities-

- (a) Reasonable washing provision by way of basins of suitable impervious material with hot and cold water taps supplied.
- (b) Reasonable number of showers with hot and cold water.

Washing and bathing facilities must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth- faced surface resistant to moisture.

These facilities should be incorporated in or communicated direct with the change room and should not be contained within any closet block.

Change rooms and Lockers -

- (a) Properly constructed and ventilated change rooms equipped with a locker for each employee.
- (b) Sufficient seating should be provided.

Dining Room -

- (a) Well constructed, ventilated and adequately lighted dining room(s).
- (b) Chairs or other seating with back rests.
- (c) Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils should be provided.

Rest Room - A well-constructed and adequately lighted and ventilated rest room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

- (iv) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

22. Inspection of Lockers of Employees

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer appointed by the employer and if practicable a Union Sub-Branch Officer, otherwise by any two officers so appointed by the employer.

23. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee to

whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefor at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

- (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (c) In lieu of supplying a uniform to an employee, the employer may pay to such employee the sum set out in Item 45 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates: provided, however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 45 shall be paid to such employee.
- (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance set out in Item 46 of Table 1 shall be paid to such employee.
- (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
- (ii) Each Employee Whose Duties Require Them to Work Out of Doors Shall be Supplied With Overboots. Sufficient Raincoats Shall Also be Made Available for Use By These Employees.
- (iii) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

24. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit, with the use of eligibility lists in appropriate cases.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may refer the matter to a disputes committee established under clause 26, Dispute Resolution.
- (iii) Eligibility lists are intended to be used in the following manner:
 - (a) The employer may create eligibility lists for all base grade vacant positions.
 - (b) Lists to operate for six months.
 - (c) Eligibility lists may be created
 - (1) of persons willing to perform temporary relief work at short notice.
 - (2) for part-time positions.
 - (3) for full-time positions.
 - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate: -
 - (1) Priority of employment guidelines.
 - (2) Merit.
 - (3) Placement or transfer of excess staff within the Public Health Organisation.
- (iv) If an employee, working in a position on a part time basis on a regular and systematic basis during a calendar period of 12 months, requests to be considered for full-time employment, the Employer, at their discretion, can fill the vacancy by merit, or allow the employee to convert to full-time employment.

25. New Classifications

The employer may create any new classification not covered by the Awards to which these conditions apply at any time and may fix the remuneration thereof but in such circumstances the employer shall advise the Union of such decision within 28 days and give an opportunity to the representatives of the Union to confer with the representatives of the employer as to the rate of wages so fixed for the duties to be performed and the hours the employee is required to work.

26. Dispute Resolution

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital, health institution or service unit or their nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- (ii) If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer (however called) of the Public Health Organisation (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with subclause (iii) of this clause.
- (iii) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act* 1996 by one of the disputing parties.
- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (v) Unless agreed otherwise by the parties the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose: or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

27. Anti-Discrimination

- (i) It is intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory 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.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) 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".

28. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General
 - (a) For the purpose of this clause relating to FACS leave:

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

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

"household" means a family group living in the same domestic dwelling.
 - (b) The employer may grant FACS leave to an employee:
 - (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
 - (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

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

(iv) FACS leave - entitlement

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

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

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlements under (iv)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to employees engaged in part-time work on a pro rata basis, based on the average number of ordinary hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in their first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

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

(vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

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

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

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

C. Entitlements for Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in paragraph (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carer's entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and

require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

28A. Family Violence Leave

- (i) The provisions outlined in the clause are available to all employees covered by this Award, other than casual employees as defined in subclause (ii) below.
- (ii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in subclauses (xi), (xii) and (xiii) of this clause.
- (iii) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*, as amended or replaced from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (iv) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (v) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (vi) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (vii) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (viii) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (ix) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (x) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

Entitlement for Casual Employees

- (xi) Subject to the evidentiary requirements in subclause (v) of this clause, casual employees who are experiencing family and domestic violence as prescribed in subclause (a) of this clause are entitled to not be available to attend work or to leave work.

- (xii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (xiii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

29. Union Representative

An employee appointed Union representative shall upon notification thereof in writing to the employer, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours, to interview the employer on matters affecting employees.

30. Notice Board

The hospital or health institution shall permit a lockable notice board of reasonable dimensions to be erected in a prominent position upon which the Union representative shall be permitted to post Union notices.

31. Blood Count

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may on request to the employer have a blood count carried out.

Employees required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the employer.

32. Infectious Cleaning

- (i) This clause applies to non-clinical employees who in any shift:
 - (a) Perform cleaning duties in infectious areas: or
 - (b) assist in the lifting and/or transporting of infectious patients.
- (ii) For the purposes of this clause:
 - (a) an "infectious area" is one in which transmission-based precautions are required to be used;
 - (b) an "infectious patient" is one in respect of whom transmission-based precautions are required to be used;
 - (c) "transmission-based precautions" are those that are determined to be required in addition to standard precautions, in accordance with NSW Health Policy PD 2023_025 Infection Prevention and Control in Healthcare Settings , as amended or replaced from time to time;
 - (d) an employee "performs cleaning duties" if they are employed in a role in which cleaning is the predominant or substantial responsibility. It does not encompass cleaning tasks that are incidental to, even if required as a consequence of, an employee's core responsibilities;
 - (e) an employee "assists in the lifting and/or transporting" of an infectious patient if they perform duties such as:
 - (1) assisting to lift the patient out of bed, including through the use of lifting equipment, for showering or other personal health tasks;

- (2) transporting the patient within the ward, such as to the bathroom, or to other areas within the same Health Institution or Hospital;
 - (3) transporting deceased patients to a mortuary; or
 - (4) transporting patients in a motor vehicle.
- (iii) Employees who perform the duties described in subclause (i) will be paid an allowance as set in Item 47 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates. The allowance is payable once per shift, regardless of whether the employee performs the duties described in subclause (i) on more than one occasion during the shift.
- (iv) Employees are to be given the option of working in an infectious area (including working with an infectious patient). In the event of an employee declining to work in the infectious area, hospitals are to seek guidance from the employer.
- (v) Employees will be given training in infection control procedures, in accordance with NSW Health Policy PD 2023_025 Infection Prevention and Control in Healthcare Settings, as amended or replaced from time to time.

33. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

34. Teleworking

- (i) "Teleworking" is the performance of job related work at a site away from the normal work location.
- (ii) Subject to agreement between the employer and the Union, teleworking may be introduced.

35. Workforce Review

Any proposal to reorganise a Department or service that will significantly affect employees covered by the Union will be the subject of genuine consultation with the Union.

36. Child Care

The parties agree to work together to examine methods of addressing the childcare needs of employees.

37. Union Subscriptions

The employer agrees, subject to prior written authorisation by Union members, to deduct Union subscriptions from the pay of the authorising members and remit to the Union.

38. Telephone Allowance

- (i) An employee required to answer emergency telephone calls on their private telephone outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.
- (ii) Provided that, where an employee is required to answer out of hours telephone calls on their private telephone on a relief basis they shall be paid one-twelfth of their yearly telephone rental for each month or part thereof they are so employed.

39. Exemptions

This Award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in Schedule 3 of the *Health Services Act 1997*.
- (b) Employees of Stewart House Preventorium.

40. Maternity, Adoption and Parental Leave

A. Maternity Leave

- (i) Eligibility for Paid Maternity Leave

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

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

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

- (ii) Portability of Service for Paid Maternity Leave

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

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

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

- (a) Full-time and permanent part-time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full-time and permanent part-time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

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

(vi) Variation After Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

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

(vii) Staffing Provisions

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

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

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

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

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity

leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (iv)(a) of Part A of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under paragraph (i)(c) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave..

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW), as amended or replaced from time to time.
- (ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.
- (iii) Entitlement
 - (a) Paid Adoption Leave

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

Paid adoption leave may be paid: -

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

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

Eligible employees are entitled to unpaid adoption leave as follows:

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

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Staffing Provisions

As per maternity leave conditions.
- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees' ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

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

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under paragraphs (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under paragraph (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work.
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full-time employees. Therefore, the payment of any part-time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 6, Part 2, of this Award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (c) Part-time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave, of this clause.
- (d) Liability for Superannuation Contributions

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

41. Lactation Breaks

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

42. Study Time

- (i) Eligibility - Study time may be granted by the employer to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the employer.

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to their employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course they should discuss the proposal with the employer and secure approval before making any final arrangements for enrolment or registering for the course.

The employer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the New South Wales public health system, before giving the approval and committing the employer to support in the form of study time. The employer should, too, ensure that such study time will not interfere with the maintenance of the Public Health Organisation's essential service, nor require the employment of additional staff.

The application form for study time can be obtained from the employee's Public Health Organisation.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (ii) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (see Section 6 of the NSW Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time).
- (iii) Extent of Entitlement - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.

This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however,

reference should be made to sub-clause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

The employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in subclause (vii) of this clause.

- (iv) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

Let us consider, as an illustration of the principles involved, the case of employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:

← 4 hours lectures	← 8 hours field day	→	
← 4 hours paid leave	← 7 hours (max) paid leave 1 unpaid	→	
4 hours	5 hours	2 hours	1 hour
← max for week	← 5 hours (max) made up	← abandoned	→

It will be seen that the employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the employer, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.

Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the employer's convenience.

- (v) Accumulation of Study Time - Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the employer and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.

Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a

consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The employer, in giving approval for the accrual of study time, should ensure that the Public Health Organisation will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.

However, where approval is initially given, the employer is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence then becomes inconvenient. If the employer declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the staff after the commencement of the course year (e.g. by transfer from another Public Health Organisation) may apply on 1 July of that year to accumulate their study time.

- (vi) External Studies - Employees may enrol, subject to approval by the employer, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

- (vii) Part-Time Higher Degree Studies - The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee subject to the convenience of the employer:

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
- (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the employer is satisfied that the nature and progress of the research warrants further study time.
- (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.

- (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees Attending Terminal Examinations in Approved Tertiary Courses May be Granted Pre-Examination and Examination Leave on the following basis: -

Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.

In the case of half day examination leave in the afternoon the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Where an examination is conducted within the normal class timetable during term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

43. Trade Union Leave

Employees who are trade union delegates shall be entitled to paid release from duty and trade union leave as set out in this clause.

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Trade union delegates will be released from the performance of normal duty when required to undertake any of the following activities:
 - a. Attendance at meetings of the workplace's Work Health and Safety (WHS) Committee and participation in official WHS activities relating to responsibilities of elected WHS Committee members at a place of work for in the *Work, Health and Safety Act 2011* (NSW) and *Work, Health and Safety Regulations 2017*.
 - b. Attendance at meetings with workplace management or management representatives.
 - c. Reasonable preparation time by agreement with management, where operational requirements allow the taking of such time before meetings with management, or disciplinary/grievance meetings with a union member that require the presence of a delegate.
 - d. Giving evidence in court on behalf of NSW Health.
 - e. Appearing as a witness in the Industrial Relations Commission.
 - f. Representing the union before the Industrial Relations Commission of NSW.
 - g. Presenting information about the union at induction sessions, or

- h. Distributing official union publications or other authorised material at the workplace, provided a minimum of 24 hours' notice is given to workplace management unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- (iii) Trade union delegates will be granted trade union leave with pay, subject to their application for trade union leave including supporting documentation relating to the activity, for:
 - a. Attendance at the annual or biennial conference of the union.
 - b. Attendance at meetings of the union's Executive or Council.
 - c. Attendance at Unions NSW annual conference and the Congress of the Australian Council of Trade Unions.
 - d. Attendance at meetings convened by Unions NSW requiring delegate attendance.
 - e. Giving evidence before an industrial court or tribunal on behalf of the union, and
 - f. Reasonable travelling time to and from conferences or meetings to which these provisions apply.
- (iv) Trade union delegates will be granted trade union leave with pay for:
 - a. Accredited WHS training and any other accredited WHS training for WHS Committee members. The providers of WHS training courses and the conditions on which paid trade union leave for such courses will be granted is to be negotiated between the Chief Executive and the union. For the avoidance of doubt this does not limit the rights of Health and Safety Representatives provided by s 72(1) of the *Work Health and Safety Act 2011* (NSW),
 - b. Courses organised and conducted by the union or a union nominated provider, to a maximum of 12 working days in any two-year period, subject to:
 - i. The operational requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.
 - ii. Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime etc.
 - iii. NSW Health not being responsible for any travelling and associated expenses incurred in attending such courses.
 - iv. Attendance being confirmed in writing to the relevant manager by the trade union or a nominated training provider.
- (v) The union, or where appropriate, the union delegate, must notify the Chief Executive or their nominee in writing as soon as the date and/or time of the meeting, conference or other accredited activity is known.
- (vi) The workplace will provide trade union delegates with reasonable access to the following facilities for authorised union activities:
 - Communication facilities (e.g. including telephone, facsimile and email facilities)
 - A notice board for material authorised by the union or access to staff notice boards for material authorised by the union
 - Workplace conference or meeting facilities, where available, for meetings with members, as negotiated between local management and the union.
- (vii) Except for meetings called by the workplace management, travel and other costs incurred by trade union delegates in the course of the union activities will be paid for by the union.

- a. Where the trade union delegate is required to attend a meeting called by workplace management, the employer will pay for travel and/or accommodation costs, properly and reasonably incurred, as appropriate, on the same conditions as apply under Award provisions for excess fares and travelling and/or relevant policy directives.
 - b. No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee in respect of union activities covered by paid trade union leave or trade union on duty activities.
 - c. The on loan arrangements must apply strictly as negotiated and no extra claims in respect of the period of on loan must be made by the trade union or the employee.
- (viii) To be eligible for paid trade union leave or trade union on duty activities, trade union delegates are to:
- a. Provide proof of accreditation as a trade union delegate to the workplace
 - b. Participate in the workplace consultative processes, as appropriate
 - c. Follow the dispute settling procedure applicable in the workplace
 - d. Provide sufficient notice to the relevant manager of any proposed absence on authorised trade union business
 - e. Account for all time spent on authorised trade union business
 - f. When trade union leave is required, to apply for that leave in advance to their manager
 - g. Distribute trade union literature/membership forms under local arrangements negotiated between the Chief Executive and the union
 - h. Use any facilities provided by the workplace properly and reasonably as negotiated at the organisational level.
- (ix) Subject to the operational requirements of the workplace, on loan arrangements will apply to the following:
- a. Meetings interstate or in NSW of a Federal nature to which a union member has been nominated or elected by the trade union as:
 - An Executive Member
 - A member of a Federal Council
 - A member of a vocational or industry committee
 - b. Briefing counsel on behalf of a trade union
 - c. Assisting union officials with preparation of cases or any other activity outside their normal workplace at which the union delegate is required to represent the interests of the union
 - d. Country tours undertaken by a member of the Executive Council of the union
 - e. Taking up of full time duties with the union (excluding Elected Office)
 - f. The following financial arrangements apply to the occasions when an employee is placed on loan to the union:
 - The union or delegate or an authorised union representative who services are "on loan" to the union will continue to be paid by NSW Health.

- NSW Health will seek reimbursement from the union at regular intervals of all salary and associated on-costs, including superannuation.
 - Agreement with the union on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive and the union.
- g. On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- h. On loan arrangements may apply to full time or part time employees and are to be kept to the minimum time required. Where the union needs to extend an on loan arrangement, it shall approach the Chief Executive in writing for an extension of time. This must be well in advance of the expiration of the current period of on loan arrangement.
- i. If the Chief Executive and the union cannot agree on the on loan arrangement, the matter may be referred to the Secretary, NSW Health for determination.
- (x) The Responsibilities of the trade union in respect of trade union activities are to:
- a. Provide written advice to the Chief Executive about a union activity to be undertaken by a trade union delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity.
 - b. Meet travelling, accommodation and any other costs incurred by the trade union delegate, except as provided in clause 43(xii)(c).
 - c. Pay promptly any monies owing to the workplace under a negotiated on loan arrangement.
 - d. Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management.
 - e. Apply to the Chief Executive well in advance of any proposed extension to an on loan arrangement.
 - f. Assist the workplace management in ensuring that time taken by the trade union delegate is accounted for and any facilities provided are used reasonably and properly.
 - g. Advise of any leave taken by the trade union delegate during the on loan arrangement
- (xi) Where time is required for trade union activities in accordance with this clause the responsibilities of the workplace management are to:
- a. Release the trade union delegate from duty for the duration of the trade union activity, as appropriate and, where necessary, to allow for sufficient travelling time during the ordinary working hours.
 - b. Advise the trade union delegate of the date of the next induction session for new employees in sufficient time to enable the trade union to arrange representation at the session.
 - c. Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management.
 - d. Where possible, provide relief in the position occupied by the trade union delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management.
 - e. Re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the trade union delegate is rostered off duty on

the day they are required to perform trade union activities or is on an allocated/additional day off duty.

- f. Continue to pay salary during an on loan arrangement negotiated with the union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply.
- g. Verify with the union the time spent by a trade union delegate on union business, if required.
- h. If the time and/or the facilities allowed for trade union activities are thought to be used unreasonably and/or improperly, to consult with the union before taking any remedial action.

44. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries as varied from time to time, prescribed in the Awards identified in clause 49, Area, Incidence and Duration, of this Award, 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 relevant Award 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 45, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) 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.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) 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.
 - (b) 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
 - (c) 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 of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.

(vi) Where the employee is a member of a superannuation scheme established under:

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

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

(vii) 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 (vi) above, the employer will continue to base contributions to that fund on the salary payable under the relevant salaries 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.

45. Salary Packaging

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

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

(ii) Where an employee elects to package an amount of salary:

- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
- (b) 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 the relevant salaries Award in the absence of any salary packaging or salary sacrificing made under this Award.
- (c) '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 the appropriate salaries Award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.

(iii) 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.

- (iv) 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.
- (v) 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.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time.
- (vii) 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.
- (viii) 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.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time.

46. Reasonable Hours

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

47. Induction and Orientation

The employer agrees that Orientation/Induction shall be provided to all employees covered by this Award. The employer further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

48. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MoU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act* 1996, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

49. Area, Incidence and Duration

- (i) With the exception of the clauses listed in subclause (ii) below, this Award takes effect from 1 July 2025 and shall remain in force for a period of two years.
- (ii) The Employer is in the process of updating its systems to accommodate certain changes to conditions contained in this Award. Accordingly, the following clauses shall take effect as at the date the Employer advises the Union in writing that the clauses can be implemented:

Clause 3 - Hours

Clause 4 - Roster of Hours

Clause 8 - Relieving Other Members of Staff

Clause 9 - Overtime and Recall to Work

Clause 11 - Penalty Rates for Shift Work and Weekend Work

Clause 16 - Annual Leave

Prior to this date, the equivalent provisions contained in the Health Employees' Conditions of Employment (State) Award 2024 shall apply.

- (iii) The allowances in the third column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the allowances in the fourth column in Table 1 of Part B - Monetary Rates shall apply from the first full pay period on or after (ffppoa) 1 July 2026.
- (v) This Award rescinds and replaces the Health Employees Conditions of Employment (State) Award 2024 published 31 January 2025 (397 I.G. 417) and all variations thereof.

This Award shall apply to persons employed in classifications contained in the following so listed Awards, as varied or replaced from time to time, employed in the NSW Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the Country of Yancowinna.

Health Employees (State) Award 2025

Health Employees General Administrative Staff (State) Award 2025

Health Employees Administrative Staff (State) Award 2025

Health Employees Technical (State) Award 2025

Health Employees Engineers (State) Award 2025

Health Employees Pharmacists (State) Award 2025

Health Employees Medical Radiation Scientists (State) Award 2025

Health Employees Computer Staff (State) Award 2025

Health Managers (State) Award 2025

Health Employees Interpreters (State) Award 2025

Public Hospital Residential Services Assistant (State) Award 2025

NSW Health Service Allied Health Assistants (State) Award 2025

NSW Health Service Health Professionals (State) Award 2025 in relation to diversional therapists and orthotists/prosthetists only.

- (iv) This Award includes changes made, with effect from 19 April 2018, in respect of cl. 3(xiii); cl. 12(vii); and cl. 49(iii) in consequence of the making of the NSW Health Service Allied Health Assistants (State) Award 2018.

PART B

MONETARY RATES

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

Table 1 - Other Rates and Allowances

Item	Clause	Allowance Description	Frequency	Ffppoa 01-Jul-2025 Increase 4%, CPI 2.4% \$	Ffppoa 01-Jul-2026 Increase 4%, CPI TBC \$
		Climatic and Isolation			
1	5(iii)	Climatic and Isolation Allowance - Time and Half Zone	Per Week	5.73	TBC
2	5(iii)	Climatic and Isolation Allowance - Double Zone	Per Week	11.46	TBC
		Board & Lodging			
3	7(ii)(a)	Breakfast	Each	5.00	5.20
3	7(ii)(a)	Other Meals	Each	9.40	9.80
3	7(ii)(a)	Maximum one week	Each	151.80	157.90
3	7(ii)(b)	Separate Room	Each	70.60	73.40
3	7(ii)(b)	Shared Room	Each	44.20	46.00
		On Call			
5	10(iii)	On Call - Rostered on Duty (Health Emp. Cond.)	Per 24 Hours	30.24	31.45
6	10(iv)	On Call - Rostered off Duty (Health Emp. Cond.)	Per 24 Hours	59.61	61.99
7	11(v)	Broken Shift	Per Shift	14.90	15.50
		Post-Mortem			

8	12(ii)(a)	Post-mortem (Other than post-mortem assistants)	Per Exam	14.50	15.08
		Assistants			
9	12(ii)(b)	Post-mortem Assist at each Internal exam	Per Exam	128.80	134.00
9	12(ii)(b)	Post-mortem Assist at each External exam	Per Exam	80.10	83.30
		Excluding Assistants			
10	12(ii)(c)	Excluding PM Assistants - Assist at each Internal exam	Per Exam	47.50	49.40
10	12(ii)(c)	Excluding PM Assistants - Assist at each External exam	Per Exam	29.80	31.00
11	12(ii)(d)	Post-mortem (partly decomposed/vermin infested)	Per Exam	7.71	8.02
		Maintenance			
12	12(iii)	Handling linen-nauseous nature	Per Shift	5.54	5.76
13	12(iv)	Refuse Disposal/Sorting of Incinerators	Per Hour	0.50	0.52
14	12(v)(a)	Additional Duties (Maintenance/Supervision)	Per Week	14.93	15.53
15	12(v)(b)	Offensive work	Per Week	3.99	4.15
16	12(v)(c)	Sewerage chokages, etc.	Per Day	see note **	see note **
17	12(vi)	Wearing of lead apron	Per Hour	2.44	2.54
18	12(vii)	Handling of money	Per Week	24.20	25.20
19	12(viii)(a)	Cold Places	Per Day	see note **	see note **
20	12(viii)(b)	Confined spaces	Per Hour	see note **	see note **
21	12(viii)(c)	Dirty Work	Per Hour	see note **	see note **
22	12(viii)(d)	Height money	Per Hour	see note **	see note **
23	12(viii)(e)	Hot Places 46 degrees - 54 degrees	Per Hour	see note **	see note **
23	12(viii)(e)	Over 54 degrees	Per Hour	see note **	see note **
24	12(viii)(f)(1)	Insulation Material	Per Hour	see note **	see note **
25	12(viii)(f)(2)	Asbestos	Per Hour	see note **	see note **
26	12(viii)(g)	Smoke Boxes	Per Hour	see note **	see note **
26	12(viii)(g)	Oil Fired Smoke Boxes	Per Hour	see note **	see note **
27	12(viii)(h)	Wet Places - other than rain	Per Hour	see note **	see note **
27	12(viii)(h)(1) & (2)	Rain	Per Hour	see note **	see note **
28	12(viii)(i)	Mud Allowance	Per Day	see note **	see note **
29	12(viii)(j)	Acid Furnaces, etc.	Per Hour	see note **	see note **
30	12(viii)(k)	Depth money	Per Hour	see note **	see note **
31	12(viii)(l)	Swinging scaffold - first four hours	Per Hour	see note **	see note **
31	12(viii)(l)	Swinging scaffold - Thereafter	Per Hour	see note **	see note **
32	12(viii)(m)	Spray application	Per Hour	see note **	see note **
33	12(viii)(n)	Roof Work	Per Hour	see note **	see note **
33	12(viii)(n)	Roof Work - minimum per day	Per Hour	see note **	see note **
34	12(viii)(o)	Explosive-powered tools	Per Day	see note **	see note **
35	12(viii)(p)	Morgues-other than P.M. Assist	Per Hour	see note **	see note **
36	12(viii)(q)(1)	Toxic, Obnoxious Substances-Epoxy	Per Hour	see note **	see note **
37	12(viii)(q)(2)	Toxic, obnoxious substances - Air Conditioner.	Per Hour	see note **	see note **
38	12(viii)(q)(3)	Close proximity to above	Per Hour	see note **	see note **
39	12(viii)(r)	Areas with Psychiatric patients	Per Hour	see note **	see note **
40	12(viii)(s)	Geriatric Allowance - Allandale & Garrawarra	Per Hour	see note **	see note **
40	12(viii)(s)	Geriatric Allowance Lidcombe	Per Hour	see note **	see note **
41	12(viii)(t)	Mental Institutions Allowance	Per Hour	see note **	see note **
24	12(viii)(u)	Animal House	Per Hour	see note **	see note **
43	12(ix)	Tool Allowance	Per Week	10.96	11.40

		Meals			
44		Meals	Each	38.65*	TBC
		Uniform and Laundry			
45	23(i)(c)	Uniform	Per Week	5.60	TBC
45	23(i)(c)	Uniform-with cardigan & shoes	Per Week	2.12	TBC
46	23(i)(d)	Laundry (Health Emp. Cond.)	Per Week	6.32	TBC
		Infectious Cleaning			
47	32	Infectious Cleaning	Per Shift	7.04	7.32
		Certificate			
48	12(xii)	Sterilising Certificate	Per Week	11.08	11.52
48	12(xii)	Sterilising Certificate (Per Day)	Per Day	2.18	2.27
		Excess Fares Cap			
49	13(iv)(b)	Excess Fares Cap		6.26	TBC

* NB: These allowances are varied in accordance with Treasury Circular C2025-06 Meal, Traveling and Other Allowances for 2025-26, as varied or replaced from time to time.

** Allowances payable are determined as per movements occurring from time to time within the Public Health Service Skilled Trades (State) Award 2023, as varied or replaced from time to time.

I. TAYLOR J, *President*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' DENTAL OFFICERS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377365 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Service
3.	Salaries
4.	Classifications
5.	Transitional Arrangements
6.	No Extra Claims
7.	Area, Incidence and Duration

1. Definitions

"Dental Officer" means a person appointed as such by a hospital who holds a dental qualification registrable with the Dental Board of Australia.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"Ministry" means the Ministry of Health.

"Officer" means a Dental Officer, as defined herein, occupying a position as specified in clause 3, Salaries, in a hospital as defined above.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry.

"Specialist" means a person appointed by the hospital who:

- (a) holds a dental qualification registrable in Australia;
- (b) after full registration has spent not less than six years in the practice of dentistry whether in New South Wales or elsewhere, deemed by the hospital to be of equivalent standing;
- (c) has spent not less than four years in supervised specialist training and/or experience, and either:
 - (1) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or
 - (2) is deemed by the Ministry to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.

"Union" means Health Services Union NSW.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount

2. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2023, as varied or replaced from time to time, shall also apply to all relevant employees.

3. Salaries

Full time Dental Officer employees shall be paid the salaries in the Health Professionals Salaries (State) Award 2025, as varied or replaced from time to time.

4. Classifications

4.1 Dental Officer Level 1

- (a) Dental officers employed at level 1 are newly qualified employees. Dental officers at this level are beginning practitioners who are developing their skills and competencies in dentistry.
- (b) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility. Under the general oversight of a more experienced dentist, a level 1 year 1 Dental Officer performs examinations, investigations and basic treatment of commonly encountered dental diseases or dental health problems requiring standard corrective, restorative, or preventive measures.
- (c) Dental officers on level 1 year 2-4 serve as practicing dentists who perform routine dental work requiring the independent examination, investigation, treatment planning and treatment of patients. This is a moderate skill level and includes the moderately experienced dentist who is competent in basic tasks. They may require regular professional support and mentoring.
- (d) Level 1 staff participate in quality activities and workplace education. Level 1 year 2-4 staff may be required to provide supervision to undergraduate student on observational placements, work experience students and to level 1 year 1 Dental Officers.

4.2 Dental Officer Level 2

- (a) Progression to level 2 from level 1 is dependent upon having a minimum of 2 years' clinical experience, meeting the annual performance review requirements and successfully completing the standard Dental Officers Skills Assessment set by the Centre for Oral Health Strategy conducted by the clinical supervisor.
- (b) The level 2 Dental Officer is a general dental practitioner who performs the full range of professional dental tasks described for the level 1 Dental Officer. The work differs from the level 1 Dental Officer in that the dental officer regularly encounters, diagnoses, and administers treatment for dental diseases and dental health problems of greater-than-usual difficulty.
- (c) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (d) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

- (e) Dental registrars (dentists undertaking training as Specialists by Masters degree) are placed on level 2, with remuneration linked to the proportion of time spent providing dental services to public patients.

4.3 Dental Officer Level 3 - Senior Dentist

- (a) This level is only achieved by appointment to such a position. Level 3 Dental Officers are experienced and capable of operating with a level of independence reflective of their skill and competency in general dentistry. Some of these dental officers will be entitled to clinical manager allowances.
- (b) The level 3 Dental Officer will have the majority of the following duties and attributes:
 - (i) highly advanced skills in managing most of the difficult clinical situations, complex medical histories and those with disabilities.
 - (ii) widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures. This may include the attainment of a Fellowship or Membership of the Royal Australasian College of Dental Surgeons (RACDS) or equivalent organisation as recognised by the Ministry of Health.
 - (iii) experienced clinician who demonstrates advanced clinical reasoning skills;
 - (iv) duties and responsibilities involving planning, implementing, evaluating and reporting on services;
 - (v) responsibility for identifying opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff;
 - (vi) conduct clinical research
 - (vii) acts as a mentor to other clinical staff and teaches undergraduate students
 - (viii) may be responsible for providing clinical supervision and support to level 1 and 2 Dental Officers, technical and support staff;
 - (ix) responsible for components of clinical governance; and
 - (x) participate in the provision of clinical development in-service education programs to staff and students.

4.4 Dental Officer Level 4 - Head of Department/Senior Clinical Adviser

- (a) This level is only achieved by appointment. Level 4 Dental Officers will have the competencies of a level 3 Dental Officer plus additional areas of expertise. They may have a clinical, education or management focus or may have elements of all three features. Current grade 5 Dental Officers will go to level 4 on transition to the new structure.
- (b) In recognition of their superior clinical expertise, a clinician at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of clinical specialty. The level 4 Dental Officer also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone.
- (c) Staff at level 4 deliver and/or manage and direct the delivery of services in a complex clinical setting. They perform novel, complex or critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

- (d) Dental officers at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.
- (e) Roles that may be undertaken at level 4 include, but are not limited to, the following:

Level 4 - Clinical Stream

Level 4 - Dental Officers are experienced dentists who are:

- (i) widely recognised for their exceptional competence in general dental work and have a proven record for carrying out a broad range of advanced and complex dental procedures.
- (ii) maintain a clinical caseload and provides:
 - clinical education in the area of expertise through in-service training to under-graduate and/or post-graduate students;
 - in-service to other dental officers in their clinical specialist area of expertise;
 - consultation and advice to specialist teams across an area or geographic or clinical network; and
 - discipline specific professional supervision and leadership either within a facility or across facilities and/or Local Health District(s).

Level 4 - Management Stream

Level 4 - Dental Officers may be appointed as:

- (i) Department Head - responsible for operational co-ordination of staffing and related clinical services and may work across a geographic region, zone or clinical network. Department Heads may also be required to maintain a clinical load.
- (ii) Unit Head or Team Leader- responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other dental officers and support staff as well as a clinical load.

4.5 Dental Officer Levels 1 - 3 Management Allowances

- (a) Dental Officers in level 1 (2nd year and thereafter), level 2 and level 3 may be paid a management allowance in addition to their rate of pay. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee. There are two levels of allowances, which are paid in the following circumstances:
 - (i) Clinic Manager Level 1 - A dental officer managing a dental clinical service that may encompass more than one small clinic. The work involves, clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 1 managerial allowance would be paid.
 - (ii) Clinic Manager Level 2 - is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit that may work across a geographic region, zone or clinical network. The work involves clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 2 managerial allowance would be paid. Level 1 Dental Officers are not eligible for this allowance.

4.6 Specialists

- (a) Employees occupying positions as specialists who have satisfied the full requirements of the Dental Board of Australia in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality.
- (b) Continued payment as a specialist will be on the basis of a dentist remaining employed in the specialist area concerned.

4.7 Hospital Specialist

- (a) These will be differentiated from the board specialists as follows:
 - (i) Hospital specialists provide specialist services in an area of work that is not a specialty recognised by the Dental Board of Australia.
 - (ii) For the purpose of this Award, a hospital specialist will work in the specialties of special needs, geriodontics or restorative dentistry. Additional specialties can be recognised with the approval of the Chief Dental Officer. The Medical and Dental Advisory Committee assesses the merit of individual specialists for recognition as a hospital specialist within the categories determined by the Chief Dental Officer.
 - (iii) Hospital specialists do not have access to the senior clinical specialist classification.

4.8 Senior Clinical Specialist

- (a) Board Specialists may progress to the level of Senior Specialist. This is seen as recognition for an exceptional clinical leader who has made significant contributions to dentistry in their area of speciality. This is a personal appointment, where it can also be demonstrated that the specialist is appointed to a position having such duties and responsibilities as deemed by the employer to require the services of a senior clinical specialist.
- (b) Except in exceptional circumstances, this appointment would follow about 10 years of experience as a specialist. This classification is not available to hospital specialists. This appointment is considered upon application by or on behalf of an individual board specialist to the Medical and Dental Advisory Committee of the Local Health District(s). Appeal of any such decision lies with the Chief Dental Officer.

4.9 Specialist - Management Allowance

- (a) A specialist or a senior clinical specialist managing a clinical service that involves, clinical management, supervision and teaching of other specialists, other oral health practitioners, undergraduate students and support staff as well as a clinical load. A hospital specialist may be eligible for the payment of this allowance. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee.

4.10 Area Directors of Oral Health Clinical Services

- (a) Positions at this level lead, direct and co-ordinate all public sector oral health services within a Local Health District(s). They have significant responsibility for the human physical and financial resources under their control. Positions at this level will also make a major contribution towards the development and achievement of the strategic directions of the Area.
- (b) The position exercises a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. It will also make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients

and the organisation from the practice of other dental officers and staff. The position makes strategic management and service development decisions.

- (c) Positions at this level may include operational and strategic roles but are not limited to the following:

- (i) professional responsibility with regard to strategic workforce and service development and professional practice across an AHS;
- (ii) provides professional co-ordination and leadership across an area to department heads and acts as a central point of contact for strategic consultation and liaison with Senior Executive management;
- (iii) a dual role of department head within a facility;
- (iv) required to provide an expert speciality consultancy role in their area of expertise; and
- (v) involved in the provision of training to staff within the Local Health District(s).

- (d) There will be three levels of Area Director of Clinical Services reflecting the size of the Local Health District(s) and the complexity and mix of the dental facilities within it.

- (e) Area Director of Oral Health Clinical Services - Level 1

The level 1 reports to a health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics but does not have

- (iv) a dental teaching hospital where dental specialist services are also provided
- (v) a Rural and Regional Centre of Oral Health or
- (vi) a dental clinical school.

- (f) Area Director of Oral Health Clinical Services - Level 2

The level 2 reports to a health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics but:

- (vii) does not have a dental teaching hospital,
- (viii) has a Rural and Regional Centre of Oral Health and/or
- (ix) a dental clinical school.

- (g) Area Director of Oral Health Clinical Services - Level 3

The level 3 would also have the role of health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics, and, in addition, has:

- (x) a dental teaching hospital where dental specialist services are also provided
- (xi) a Rural and Regional Centre of Oral Health and/or
- (xii) a dental clinical school.

5. Transition Arrangements

- (a) Employees' skills, responsibilities and qualifications will be assessed against the classification descriptors in clause 4 and will be placed on the appropriate level, maintaining their existing incremental date. Years of service at the relevant skill level will be used to determine the appropriate salary rate within the classification level. Employees will maintain their existing incremental date.

6. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act* 1996, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

7. Area, Incidence and Duration

- 7.1 This Award takes effect from 1 July 2025 and shall remain in force for a period of two years.
- 7.2 This Award rescinds and replaces the Health Employees Dental Officers (State) Award 2024 published 24 January 2025 (397 I.G 366) and all variations thereof.
- 7.3 This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in the *Health Services Act* 1997, or their successors, assignees or transmittes.

I. TAYLOR J, *President*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377141 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Conditions of Service
4.	Dispute Resolution
5.	Anti-Discrimination
6.	No Extra Claims
7.	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

PART A

1. Definitions

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

"Health Service" means a Local Health District constituted under section 17 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 41 of that Act, and an Affiliated Health Organisation recognised under section 62 of that Act, as amended or varied from time to time.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act* 1997, as amended or varied from time to time.

"MRPB" means the Medical Radiation Practice Board of Australia.

"SPP" - Supervised Practice Program

"Union" means the Health Services Union NSW.

"MEDICAL RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)"

"Diagnostic Radiographer" means a person who holds a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds a Statement of Accreditation issued by the Australian Institute of Radiography. From 1 July 2012 Diagnostic Radiographers are required to hold registration with the MRPB.

MRS (Diagnostic Radiographer) Qualifications:

Bachelor of Medical Radiation Science (Diagnostic Radiography).

Bachelor of Applied Science (Medical Radiation Science) - (Diagnostic Radiography).

Successful completion of a Diagnostic Radiography course recognised by the employer and the MRPB.

Accreditation by the Australian Institute of Radiography (AIR). From 1 July 2012, must hold registration with the MRPB.

LEVEL 1

Progression from Level 1 to Level 2 is automatic upon completion of the SPP (full-time or part-time equivalent) in an approved department. The MRS at this level must have been granted provisional accreditation by the AIR. From 1 July 2012, the MRS at this level must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the SPP completion anniversary date.

The Medical Radiation Scientist (MRS) (Diagnostic Radiographer) at this level is employed in an approved department during their first-year post-graduation from a recognised university undergraduate course. This year may be referred to as their Provisional Development Year or PDY.

The MRS (Diagnostic Radiographer) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety (WHS), manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

LEVEL 2 (Years 1 - 5)

Progression through Level 2 is automatic and occurs annually on the MRS' (Diagnostic Radiographer) anniversary. This level also maintains those who are still on the "thereafter" rate.

To satisfy the criteria for progression to Level 2 the MRS (Diagnostic Radiographer) will have completed the requirements for their SPP.

The MRS (Diagnostic Radiographers) at this level:

Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including quality improvement/ assurance programmes, work health and safety issues and radiation safety.

Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology and continue to develop their knowledge regarding work health and safety issues (e.g. manual handling, infection control, etc.).

Demonstrates significant ongoing commitment to continuing professional education and actively participates in undergraduate student education and departmental in-service lectures.

LEVEL 3

Grade 1 (Years 1 - 2: Specialist MRS)

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 1, Year 2.

An MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years' experience post accreditation or registration (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers (Level 4 or above) and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) or their representative will assess the application.

The relevant Health Service may also establish such positions at Level 3, Grade 1 or 2 as it deems appropriate from time-to-time.

The profession of MRS (Diagnostic Radiography) is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the criteria listed below.

MRS (Diagnostic Radiographers) seeking appointment to Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in complex clinical procedures including but not confined to:

Education

Applied Computer Science (including PACS)

Paediatrics

Clinical Supervisor

QA

Radiation Safety & Assessment

CT

Angiography

Intra-operative interventional techniques

MRI

Ultrasound

Mammography/Breast Imaging

General/Trauma Radiography

Dental Imaging

Software development and application.

In addition, MRS (Diagnostic Radiographers) at this level are expected to:

Demonstrate a level of participation in teaching programs within and/or outside the establishment. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers and the public in a field relevant to Diagnostic Radiography.

Demonstrate an ability to supervise and be responsible for other MRS' (Diagnostic Radiographers).

Demonstrate an ability to supervise and assess clinical experience of MRS (Diagnostic Radiography) undergraduate students. Provide liaison between the universities and the clinical setting.

Be able to demonstrate active participation and involvement in development of techniques through associated reports, presentations, conferences, publications or workplace in-service lectures.

Contribute to Quality Assurance activities.

Display judgement and demonstrate a high level of initiative and independence in problem solving.

OR

Possess a post graduate certificate in a relevant area of specialisation.

LEVEL 3

Grade 2 (Years 1 - 2: Consultant MRS)

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 2, Year 2.

The MRS (Diagnostic Radiographer) after not less than the completion of 12 months service at Level 3, Grade 1, Year 2 may apply to the Chief MRS (Diagnostic Radiographer) for personal progression to Level 3, Grade 2. The applicant will be assessed by a panel of at least three Chief MRS' (Diagnostic Radiographers) or their representatives.

The MRS (Diagnostic Radiographer) at this level will have extensive clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above). They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS (Diagnostic Radiographers) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports by Senior MRS (Diagnostic Radiographers) Level 4 or above and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS. (Diagnostic Radiographer). This wider acknowledgment of their expertise may be for example, in publications in peer-reviewed journals.

The MRS (Diagnostic Radiographer) Level 3, Grade 2 may also be designated as the Clinical Imaging Educator/Tutor.

This position would be responsible to the Chief MRS (Diagnostic Radiographer) for the identification, provision and delivery of continuing education for MRS (Diagnostic Radiographers) with both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the educator/tutor function for undergraduates on clinical placement and MRS (Diagnostic Radiographers) undergoing the SPP.

LEVEL 3**Grade 3**

The MRS (Diagnostic Radiographer) at this level must have obtained an appropriate recognised postgraduate diploma allied to their area of expertise. This refers to post graduate diploma in areas such as (but not restricted to) ultrasound, CT, MRI, mammography, angiography, QA, management, education, research or IT. Such applicable diplomas must be relevant to the area of specialisation.

LEVEL 4**Grade 1 (Years 1 - 2: Section Manager/Assistant Chief MRS/Sole Chief MRS)**

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 4, Grade 1 Year 2.

An MRS (Diagnostic Radiographer) at this level would manage the operations of a section or functional unit (specialist or general) within the Diagnostic Radiology department and discharge the associated administrative duties. These operations include day to day management, throughput and patient care, patient scheduling as well as immediate staffing. The MRS (Diagnostic Radiographer) would be responsible to the Assistant Chief MRS (Assistant Chief Diagnostic Radiographer) or the Chief MRS (Chief Diagnostic Radiographer) for the overall QA, organisation, activities and maintenance of standards within the particular specialised section.

OR

MRS (Diagnostic Radiographers) at this level may be a sole Chief MRS (Diagnostic Radiographer) responsible to a Health Manager for both the clinical and financial management of the Imaging Department.

OR

An MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated department staff e.g., clerical, hospital assistants, etc.

OR

Possess a Master's Degree in an area of Medical Radiation Science specialisation which is relevant to medical imaging and which will benefit the profession. Eligibility requires a minimum of three years equivalent clinical practice after successful completion of a SPP.

LEVEL 4**Grade 2**

An MRS (Diagnostic Radiographer) at this level would manage an area of the Diagnostic Radiology department with at least two specialist modalities such as 2 CT units or 2 Angiographic units.

OR

Two imaging sections within a tertiary referral teaching hospital e.g., Operating Suite and General Radiography.

In a department of only one specialist modality it may be appropriate to have only one position at this level, but the focus of the position would be the decision of the relevant Health Service.

The areas referred to in this section would include a number of imaging sections or units, such as all CT units or all angiographic units. The manager of the area would have the responsibility for the overall

organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, creation of protocols for scheduling and training, overall waiting list management and ensuring all resources are used in the most effective manner.

OR

The MRS (Diagnostic Radiographer) at this level may be a Chief MRS (Diagnostic Radiographer) who manages a department with 2-3 FTE MRS (Diagnostic Radiographers) in addition to other associated department staff e.g., clerical, hospital assistants.

OR

The MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 8-14 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff e.g., clerical, hospital assistants, etc.

OR

At this level the MRS (Diagnostic Radiographer) will have the duties and responsibilities of an MRS Section Manager (Level 4 Grade 1) but possess a post graduate diploma or Master's degree in an area of relevance to their position. The post graduate diploma/Master's degree will have been completed after a minimum four years clinical experience. Such a position is to receive accelerated progression to Level 4, Grade 2, Year 2.

LEVEL 5

Grade 1

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 15 - 19 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

OR

At this level the MRS (Diagnostic Radiographer) is responsible for coordinating and managing a complex function for example, but not limited to: IT, PACS/RIS, CT, US etc. across a Local Health District(s) .

OR

Has completed a PhD in a relevant area of specialisation.

LEVEL 5

Grade 2

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 8-14 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

LEVEL 5

Grade 3

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 15-19 FTE MRS (Diagnostic radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with more than 24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants etc.

LEVEL 6

Grade 1

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants etc.

LEVEL 6

Grade 2

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 25-30 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

LEVEL 6

Grade 3

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 31 or more FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

NB: FTEs refer to establishment radiographer positions only.

"MEDICAL RADIATION SCIENTIST (MRS) (NUCLEAR MEDICINE)"

An MRS (Nuclear Medicine) means a person who has acquired a Bachelor of Applied Science in Medical Radiation Science - Nuclear Medicine or equivalent qualifications recognised by the MRPB and currently holds a radiation license under the Protection from *Harmful Radiation Act* 1990. From 1 July 2012, an MRS (Nuclear Medicine) must hold registration with the MRPB. Employees employed as MRS (Nuclear Medicine) are classified into six levels as follows:

LEVEL 1 - SPP MRS (Nuclear Medicine)

The MRS (Nuclear Medicine) at this level are employed in an Australian and New Zealand Society of Nuclear Medicine (ANZSNM) approved department during their first-year post graduation from a university undergraduate or postgraduate course/program recognised by the MRPB. This year may be referred to as their Supervised Practice Program (SPP).

The MRS (Nuclear Medicine) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety, and manual handling.

Progression from Level 1 to Level 2 is upon completion of their SPP (full-time or part-time equivalent) in an approved department. The MRS (Nuclear Medicine) SPP must also have been granted accreditation with the ANZSNM.

NB. The level 2 progression shall be retrospective to their successful completion of their SPP.

LEVEL 2 (Years 1 - 5)

The MRS (Nuclear Medicine) at this level has completed at least one-year full-time employment or equivalent in an ANZSNM approved Department and obtained their accreditation.

The MRS (Nuclear Medicine) at this level:

Demonstrates independent and significant professional knowledge and judgement when performing clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex Nuclear Medicine procedures including Quality Improvement / Assurance programmes.

Is expected to provide a high level of patient care and continue to develop their knowledge regarding workplace safety issues (e.g. manual handling, work health and safety).

Demonstrates significant ongoing commitment to continuing education and participates in undergraduate student education and departmental in-service lectures

Progression through Level 2 is automatic and occurs annually on the MRS' (Nuclear Medicine) anniversary of accreditation or registration.

LEVEL 3

Grade 1 (Years 1-2: Specialist MRS (Nuclear Medicine))

The MRS (Nuclear Medicine) may apply for a personal regrading to this level after not less than two years' experience post accreditation or registration (full-time or part-time equivalent). The MRS (Nuclear Medicine) must display a suitable level of professionalism, as determined by their peers, and develop competency in at least one essential criterion and 3 desirable criteria from the list below. A panel of at least three Chief MRS (or their representative) will assess the application.

Essential Criteria

Undertake relevant workplace academic postgraduate certificate, diploma or higher qualification or other 'relevant' professional qualifications i.e. Ultrasound, BMD, CT (hybrid course).

OR

Develop a high level of competency within area/s of specialty with a minimum of 12months (not necessarily continuous) experience in those relevant area/s. Areas of specialty may include: Education, applied computer science (including PACS), paediatrics, clinical supervisor, QA, Radiopharmacy, software development and application etc.

OR

Develop a consistently high standard of practice within the profession and has proven problem solving skills. The MRS (Nuclear Medicine) at this level should also be actively involved in the organisation and management of the workplace (e.g. Staff mentoring, IT duties, Staff Appraisals, QA, QC).

Desirable Criteria

Demonstrated high standard of practice within the profession, through the active involvement in areas such as conferences, lectures, seminars, continuing education or professional development.

Published papers, presentations or preparation of significant reports.

Active involvement in workplace in-services.

Contributes to the establishment of clinical protocols and development of techniques.

Demonstrate competency in, and a detailed knowledge of complex clinical procedures

Demonstrates an ability to supervise and assess clinical experience of MRS undergraduate students.

Involved in department quality management activities, including protocols and procedures

Involved in research either performed in the department or in conjunction with the department.

Participation in relevant professional committees. Example of these may be radiation safety, WHS, QA or Health Service committees relevant to the professional activities of Nuclear Medicine.

The profession of Nuclear Medicine is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the above listed criteria.

At completion of one-year full-time (or part-time equivalent) at Level 3 Grade 1 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 1 Year 2.

LEVEL 3**Grade 2 (Year 1-2: Specialist / Educator Co-ordinator MRS (Nuclear Medicine))**

The MRS (Nuclear Medicine) may after not less than the completion of 2 years' service (full-time or part-time equivalent) at Level 3, Grade 1, Year 2 apply to the Chief MRS for personal progression to Level 3, Grade 2, Year 1. A panel of at least three Chief MRS (or their representative) will assess the application.

MRS (Nuclear Medicine) must have clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above).

They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS (Nuclear Medicine) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports/appraisals by Senior MRS (Level 4 or above) and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS (Nuclear Medicine). This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

OR

The MRS (Nuclear Medicine) Level 3, Grade 2 may also be designated as the Nuclear Medicine Department Educator/Tutor co-ordinator.

This position would be responsible to the Level 5 & 6 MRS (Nuclear Medicine) for the identification, provision and delivery of continuing education for the department, including both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the tutor function for undergraduates on clinical placement and MRS (Nuclear Medicine) undergoing their SPP. This position would also be expected to liaise with the relevant professional bodies (e.g., Mentor program, accreditation, ANZSNM and New South Wales Society of Nuclear Medicine Scientists (NSWSNMS)).

At completion of one-year full-time (or part-time equivalent) at Level 3 Grade 2 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 2 Year 2.

LEVEL 3

Grade 3

The MRS (Nuclear Medicine) at this level must have obtained an appropriate postgraduate diploma allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to) ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

LEVEL 4

Grade 1 (Year 1-2: Section Manager)

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. An MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine).

OR

Research Co-ordinator MRS

The MRS at this level is primarily responsible for the co-ordination and development of research projects within the department. This MRS is required to liaise with related groups such as clinical departments, university faculties or private companies. This MRS is to be known as the research co-ordinator. At completion of one-year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 1, Year 2.

LEVEL 4

Grade 2 (Year 1-2: Section Manager)

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. An MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine).

AND

The MRS at this level must have obtained an appropriate postgraduate diploma or above allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to)

ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

At completion of one-year full-time (or part-time equivalent) at Level 4, Grade 2, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 2, Year 2.

LEVEL 5

Grade 1 (Deputy Chief MRS)

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with less than 3 gamma cameras. This MRS is to be known as the Deputy Chief MRS.

An MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g., Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 1 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

LEVEL 5

Grade 2 (Deputy Chief MRS)

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras. This MRS is to be known as the Deputy Chief MRS.

An MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g., Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 2 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

LEVEL 5

Grade 3 (Deputy Chief MRS)

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility. This MRS is to be known as the Deputy Chief MRS.

An MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g., Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 3 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

LEVEL 6**Grade 1 (Chief MRS (Nuclear Medicine))**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6 Grade 1 include: HR management, recruitment and selection of staff, complaint handling, departmental accreditation, QA (Equip) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6 Grade 1 MRS must perform.

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department with less than 3 gamma cameras, in addition to other associated departmental staff e.g. clerical, hospital assistants etc. This MRS is to be known as the Chief MRS.

OR

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is not accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

LEVEL 6**Grade 2 (Chief MRS (Nuclear Medicine))**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 2 include: HR management, recruitment and selection of staff, complaint handling, departmental accreditation, QA (Equip) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 2 MRS must perform.

The Level 6, Grade 2 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras, in addition to other associated departmental staff e.g. clerical, hospital assistants etc

AND

The Level 6, Grade 2 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

LEVEL 6**Grade 3**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 3 include: HR management, recruitment and selection of staff, complaint handling, departmental accreditation, QA (Equip) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 3 MRS must perform.

The Level 6, Grade 3 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility, in addition to other associated departmental staff e.g., clerical, hospital assistants etc

AND

The Level 6, Grade 3 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

"MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

An MRS (Radiation Therapist) means a person who has acquired a Bachelor of Medical Radiation Science (Radiation Therapy)/Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy; or has qualifications deemed equivalent by the employer and recognised by the MRPB. From 1 July 2012, MRS (Radiation Therapists) must hold registration with the MRPB. Employees employed as a Medical Radiation Therapist are classified into one of the following six levels:

LEVEL 1

The Medical Radiation Scientists ('MRS') (Radiation Therapists) at this level are employed in an approved department during their first-year post-graduation from a recognised university undergraduate course. This year may be referred to as their Supervised Practice Program (SPP).

The MRS at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

Progression from Level 1 to Level 2 is upon their successful completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (PDY) must also have been granted provisional accreditation with the AIR. From 1 July 2012, the MRS (PDY) must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY anniversary date.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

LEVEL 2 (Years 1 - 5)

Radiation Therapists at this level have completed the requirements for the PDY and progression from Level 1. Radiation Therapists at Level 2 and above shall have a high level of patient care and understanding towards the patient; involvement in work health and safety and Quality Assurance matters; and work in an environment where there are multi-disciplinary teams.

Radiation Therapists operating at this level are required to demonstrate competency within the areas of patient treatment, planning and delivery; and active involvement/ participation in workplace in-services.

The MRS at this level:

Demonstrates independent and significant professional knowledge and judgment to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, work health and safety issues and radiation safety.

Is expected to provide a high level of patient care and treatment planning and delivery with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work health and safety issues (e.g. manual handling).

Demonstrates significant ongoing commitment to continuing education and professional development, and participates in undergraduate student education and departmental in-service lectures.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 2 is automatic, and occurs annually on the MRS' anniversary. This level also maintains those who are still on the "thereafter" rate.

LEVEL 3

Grade 1 (Years 1 - 2: Radiation Therapist Specialist)

A Radiation Therapist may apply to the Chief Radiation Therapist for a personal regrading to this level after not less than two years post accreditation experience (i.e. Completion of Level 2, Year 2). The application will be assessed by a panel of at least three Chief Radiation Therapists. The relevant Health Service may also establish such positions at Level 3, Grade 1 that it deems appropriate, from time to time.

Radiation Therapists seeking appointment at Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in at least two complex clinical procedures including but not confined to:

Treatment planning and delivery:

CNS

Multi-field junctional techniques (3 fields or more)

Mono isocentric techniques

Conformal therapy

Brachytherapy (both treatment and planning)

Radiosurgery/stereotactic

Intensity Modulated Radiation Therapy

Paediatric radiation therapy

Complex radiation therapy techniques related to specific trials and protocols

3-Dimensional Treatment Planning

Technique development

Complex mould-room procedures

The Union and the employer are free to bring forward new technologies and procedures as they develop, with a view to gaining agreement on their inclusion in the above-listed criteria.

In addition, Radiation Therapists at this level are expected to:

Demonstrate a record of participation in teaching programmes within and/or outside the place of work. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers or the public in a field relevant to Radiation Therapy;

Demonstrate an ability to supervise and be responsible for other Radiation Therapists;

Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and

Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS will automatically progress to Level 3, Grade 1, Year 2.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

LEVEL 3

Grade 2 (Years 1-2: Radiation Therapist Consultant)

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 1) - Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

The relevant Health Service may also establish such positions at Level 3, Grade 2 (Radiation Therapist Consultant) that it deems appropriate, from time to time.

Radiation Therapist Consultants have clinical expertise related to specific areas of radiation therapy e.g., Paediatric specialty, stereotactic radiosurgery, clinical review, counselling, head and neck cancers, genito-urinary cancers etc., and may be called on in an advisory capacity to assist other Radiation Therapists with difficulties encountered within specific situations relating to their area of expertise.

The Radiation Therapist Consultant will be expected to demonstrate their expertise through the development and maintenance of protocols, delivery of in-services and presentation of papers related to their area of expertise at departmental level and at conferences at national or international level.

In addition to the criterion for Level 3 Grade 1, the Radiation Therapist must be able to demonstrate expertise in 2 further speciality areas, or one further speciality area and a postgraduate qualification deemed appropriate to the profession by the panel.

The Level 3 Grade 2 Radiation Therapist should also demonstrate an increased involvement in teaching and presentations/publications.

Applicants should have substantiated reports by Senior Radiation Therapists (Level 4 or above) and/or Radiation Oncologists and/or other associated health service managers. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the Radiation Therapy department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a Radiation Therapist. This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS will automatically progress to Level 3, Grade 2, Year 2.

LEVEL 4

Grade 1 (Years 1 - 2: Section/Functional Unit Manager/Senior Radiation Therapist)

A Radiation Therapist at this level would manage the operations of a section or functional unit of a Radiation Therapy Department and discharge associated administrative duties.

A section or unit within this level is a single treatment machine where the managers would be responsible for the administrative detail, such as day to day running, throughput and patient care, patient scheduling, as well as immediate staffing. The Radiation Therapist at this level would also be responsible for maintaining adequate QA on patient treatment sheets, record and verify systems (including data entry) Portal films, EPI and billing data entry requirements. The Radiation Therapist would also be actively involved in ensuring all treatment deviations are investigated, reported and corrective measures implemented where appropriate. A section or unit may also relate to sections within the treatment planning area. These sections may include, but are not limited to simulator, mould room and planning room.

Radiation Therapy Level 4 Grade 1 positions may also be established as multidisciplinary team co-ordinators, where the Radiation Therapist is responsible for the management and associated duties of the multidisciplinary team functions.

Radiation Therapy Level 4 Grade 1 positions may also be established as Radiation Therapist - Education.

A position of Radiation Therapist - Education is responsible to the Chief Radiation Therapist for the identification, provision and delivery of continuing education for Radiation Therapists, with both clinical and general management components; and for the co-ordination and appropriate service delivery of the tutor function for undergraduates/trainees on clinical placement and Radiation Therapists in their Professional Development Year.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS will automatically progress to Level 4, Grade 1, Year 2.

LEVEL 4

Grade 2 (Years 1 - 2: Radiation Therapist Supervisor)

A Radiation Therapist at this level would manage an area of a Radiation Therapy Department, such as treatment planning or treatment delivery, work health and safety and or radiation safety legislation and Equip co-ordinators. The Radiation Therapist at this level would be expected to maintain expertise in radiation therapy planning, simulation and treatment delivery.

The Radiation Therapist in this position would be responsible for the overall Quality Assurance, organisation, activities and maintenance of standards within the particular area in conjunction with the Chief Radiation Therapist and Deputy Chief Radiation Therapist.

The area referred to in this level would include a number of the sections or units, such as all the treatment machines and the total planning area. The manager of an area would have responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, overall waiting list management, ensuring planning and

treatment resources are used in the most effective manner. The radiation therapist would also be responsible for ensuring all treatment deviations are investigated, reported and corrective measures are implemented where appropriate.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 2, Year 1, the MRS will automatically progress to Level 4, Grade 2, Year 2.

LEVEL 5 (Years 1 - 3)

A Radiation Therapist at this level is an Assistant Chief Radiation Therapist who assists in the management of a Radiation Therapy department of a hospital.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 5 is automatic, and occurs annually on the MRS' anniversary.

LEVEL 6 (Years 1 - 3)

A Radiation Therapist at this level manages a Radiation Therapy department of a hospital. The Chief Radiation Therapist has ultimate responsibility for patient service standards and patient throughput, continuing education, research, training of radiation therapy staff and students; liaison with appropriate universities and with relevant other bodies.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 6 is automatic, and occurs annually on the MRS' anniversary.

2. Salaries

Full time Medical Radiation Scientist employees shall be paid the salaries and allowances as set out in Table 1 of Part B - Monetary Rates, of this Award.

3. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2023, as varied or replaced from time to time, shall also apply to relevant employees.

4. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply.

5. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this Award are not directly or indirectly discriminatory 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.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) 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."

6. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act 1996*, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2025 and shall remain in force for a period of two years. The rates in the third column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the rates in the fourth column in Table 1 of Part B - Monetary Rates shall apply from the first full pay period on or after (ffppoa) 1 July 2026.

- (ii) This Award rescinds and replaces the Health Employees' Medical Radiation Scientists (State) Award 2024 published on 6 December 2024 (397 I.G. 312) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

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

Classification	Frequency	Ffppoa 01-Jul-2025 Increase 4% \$	Ffppoa 01-Jul-2026 Increase 4% \$
Radiographer			
Level 1 (35hrs)			
Year 1	Weekly	1463.71	1522.26
Level 2 (35hrs)			
Year 1	Weekly	1515.70	1576.33
Year 2	Weekly	1709.67	1778.06
Year 3	Weekly	1934.20	2011.57
Year 4	Weekly	2024.94	2105.94
Year 5	Weekly	2087.91	2171.43
Level 3 (35hrs)			
Grade 1 - Year 1	Weekly	2240.54	2330.16
Grade 1 - Year 2	Weekly	2312.99	2405.51
Grade 2 - Year 1	Weekly	2375.20	2470.21
Grade 2 - Year 2	Weekly	2627.62	2732.72
Grade 3 - Year 1	Weekly	2698.66	2806.61
Level 4 (35hrs)			
Grade 1 - Year 1	Weekly	2698.66	2806.61
Grade 1 - Year 2	Weekly	2787.79	2899.30
Grade 2 - Year 1	Weekly	2870.24	2985.05
Grade 2 - Year 2	Weekly	2940.75	3058.38
Level 5 (35hrs)			
Year 1	Weekly	3145.58	3271.40
Year 2	Weekly	3222.22	3351.11
Year 3	Weekly	3384.00	3519.36
Level 6 (35hrs)			
Year 1	Weekly	3464.30	3602.87
Year 2	Weekly	3543.63	3685.38
Year 3	Weekly	3623.61	3768.55
Nuclear Medicine Technologist			
Level 1 (38hrs)			
Year 1	Weekly	1463.71	1522.26
Level 2 (38hrs)			
Year 1	Weekly	1515.70	1576.33
Year 2	Weekly	1709.67	1778.06
Year 3	Weekly	1934.20	2011.57
Year 4	Weekly	2024.94	2105.94

Year 5	Weekly	2087.91	2171.43
Level 3 (38hrs)			
Grade 1 - Year 1	Weekly	2240.54	2330.16
Grade 1 - Year 2	Weekly	2312.99	2405.51
Grade 2 - Year 1	Weekly	2375.20	2470.21
Grade 2 - Year 2	Weekly	2627.62	2732.72
Grade 3 - Year 1	Weekly	2698.66	2806.61
Level 4 (38hrs)			
Grade 1 - Year 1	Weekly	2698.66	2806.61
Grade 1 - Year 2	Weekly	2787.79	2899.30
Grade 2 - Year 1	Weekly	2870.24	2985.05
Grade 2 - Year 2	Weekly	2940.75	3058.38
Level 5 (38hrs)			
Year 1	Weekly	3145.58	3271.40
Year 2	Weekly	3222.22	3351.11
Year 3	Weekly	3384.00	3519.36
Level 6 (38hrs)			
Year 1	Weekly	3464.30	3602.87
Year 2	Weekly	3543.63	3685.38
Year 3	Weekly	3623.61	3768.55
Radiation Therapist			
Level 1 (35hrs)			
Year 1	Weekly	1463.71	1522.26
Level 2 (35hrs)			
Year 1	Weekly	1515.70	1576.33
Year 2	Weekly	1709.67	1778.06
Year 3	Weekly	1934.20	2011.57
Year 4	Weekly	2024.94	2105.94
Year 5	Weekly	2087.91	2171.43
Level 3 (35hrs)			
Grade 1 - Year 1	Weekly	2240.54	2330.16
Grade 1 - Year 2	Weekly	2312.99	2405.51
Grade 2 - Year 1	Weekly	2375.20	2470.21
Grade 2 - Year 2	Weekly	2627.62	2732.72
Level 4 (35hrs)			
Grade 1 - Year 1	Weekly	2698.66	2806.61
Grade 1 - Year 2	Weekly	2787.79	2899.30
Grade 2 - Year 1	Weekly	2870.24	2985.05
Grade 2 - Year 2	Weekly	2940.75	3058.38
Level 5 (35hrs)			
Year 1	Weekly	3145.58	3271.40
Year 2	Weekly	3222.22	3351.11
Year 3	Weekly	3384.00	3519.36
Level 6 (35hrs)			
Year 1	Weekly	3464.30	3602.87
Year 2	Weekly	3543.63	3685.38
Year 3	Weekly	3623.61	3768.55

Allowance Description	Frequency	Ffppoa 01-Jul-2025 Increase 4% \$	Ffppoa 01-Jul-2026 Increase 4% \$
Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:			
Chief Radiographer - Serving Other Hospitals	Per Week	64.80	67.40

I. TAYLOR J, *President*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377146 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD**PART A****Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Competency Criteria
3.	Salaries
4.	Conditions of Service
5.	Dispute Resolution
6.	Anti-Discrimination
7.	No Extra Claims
8.	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position and whose function is to assist the Director of Pharmacy in the administration of the Department.

"Director of Pharmacy" means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

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

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital (Newcastle), St Vincent's Hospital, Royal North Shore, St George Hospital and Community Health Services (Kogarah) and Concord Repatriation General Hospital.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

"Group 2 Hospitals" - Calvary Mater Hospital (Newcastle), Sydney Children's Hospitals Network (Randwick and Westmead), Liverpool, Nepean, Wollongong Hospital, Blacktown & Mt Druitt Hospitals, Bankstown-Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" - Coffs Harbour Base, Wagga Wagga Base, Sutherland, Tamworth, Canterbury, Lismore Base, Ryde, Hornsby Ku-Ring-Gai, Fairfield, Dubbo Base.

"Group 4 Hospitals" - Northern Beaches Hospital, Auburn, Balmain, Sydney Hospital and Sydney Eye Hospital, Albury Wodonga health (Wodonga Campus), Wyong Public Hospital, Blue Mountains District ANZAC Memorial Hospital, Springwood Hospital, Griffith Base, Orange Health Service, Bathurst Base, Shellharbour, Shoalhaven District Memorial Hospital, Macquarie Hospital (Mental Health Residential Facility), Armidale Rural Referral Hospital, The Tweed Hospital, Murwillumbah District Hospital

"Group 5 Hospitals" - Belmont, Cessnock, Maitland, Kurri Kurri, Muswellbrook, Neringah, Royal Ryde Rehabilitation, Uniting War Memorial Hospital, Bowral, Cootamundra, Manning, Kempsey, Wauchope, Young, Goulburn Base Hospital, Bulli, Casino, Kyogle, Grafton, Mona Vale, Cowra, Royal Hospital for Women, Parkes/Forbes, Lithgow, Condobolin, Inverell, Moree/Narrabri, Glen Innes.

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act, as amended or varied from time to time

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997* as amended or varied from time to time.

"Pharmacist" means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years' experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

"Pharmacist Grade 3" means a Pharmacist who is responsible to the Director of Pharmacy or Deputy Director of Pharmacy for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where the hospital employs at least 5 Pharmacists or a Director of Pharmacy Group 5 Hospitals and Deputy Director of Pharmacy Group 3 Hospitals

"Pharmacist Grade 4" Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 5" Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

"Pharmacist Grade 6" Director of Pharmacy Group 2 Hospitals. "Pharmacist Grade 7" Director of Pharmacy Group 1 Hospitals. "Union" means the Health Services Union NSW.

2. Competency Criteria

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or
- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years' experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer; or

- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

3. Salaries

Full-time Pharmacist employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates, of this Award.

4. Conditions of Employment

The Health Employees Conditions of Employment (State) Award 2025 as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2023, as varied or replaced from time to time, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedure contained in the Health Employees Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply.

6. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory 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.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1997* provides:

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

7. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act 1996*, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2025 and shall remain in force for a period of two years. The rates in the third column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the rates in the fourth column in Table 1 of Part B - Monetary Rates shall apply from the first full pay period on or after (ffppoa) 1 July 2026.
- (ii) This Award rescinds and replaces the Health Employees' Pharmacists (State) Award 2024 published 6 December 2024 (397 I.G. 332) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B
MONETARY RATES

Table 1 - Salaries

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

Classification	Frequency	Ffppoa 01-Jul-2025 Increase 4% \$	Ffppoa 01-Jul-2026 Increase 4% \$
Graduate Pharmacist Unregistered			
Graduate Pharmacist Unregistered	Weekly	1515.76	1576.39
Pharmacist			
Grade 1			
1st Year	Weekly	1604.76	1668.95
2nd Year	Weekly	1709.68	1778.07
3rd Year	Weekly	1822.64	1895.55
4th Year	Weekly	2024.86	2105.85
5th Year	Weekly	2087.86	2171.37
Grade 2			
1st Year	Weekly	2240.49	2330.11
2nd Year	Weekly	2312.86	2405.37
3rd Year	Weekly	2375.32	2470.33
Grade 3			
Senior Pharmacist			
Director of Pharmacy-Group 5 Hospital			
Deputy Director of Pharmacy-Group 3 Hospital			
1st Year	Weekly	2627.59	2732.69
2nd Year	Weekly	2698.69	2806.64
Grade 4			
Director of Pharmacy - Group 4 Hospital			
Deputy Director of Pharmacy - Group 2 Hospital			
1st Year	Weekly	2698.69	2806.64
2nd Year	Weekly	2787.78	2899.29
Grade 5			
Director of Pharmacy - Group 3 Hospital			
Deputy Director of Pharmacy - Group 1 Hospital			
1st Year	Weekly	2870.39	2985.21
2nd Year	Weekly	2940.76	3058.39
Grade 6			
Director of Pharmacy - Group 2 Hospital			
1st Year	Weekly	3145.46	3271.28
2nd Year	Weekly	3222.14	3351.03
Grade 7			
Director of Pharmacy - Group 1 Hospital			
Group A - 1st Year	Weekly	3383.99	3519.35
Group A - 2nd Year	Weekly	3464.34	3602.91
Group B - 1st Year	Weekly	3543.61	3685.35
Group B - 2nd Year	Weekly	3623.70	3768.65

Table 2 - Allowances

Allowance Description	Frequency	Ffppoa 01-Jul-2025 Increase 4% \$	Ffppoa 01-Jul-2026 Increase 4% \$
Fellowship Allowance (Pharmacists)	Weekly	51.17	53.22

I. TAYLOR J, *President*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377129 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD**PART A****Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Exemptions
4.	Conditions of Service
5.	Disputes Resolution
6.	Anti-Discrimination
7.	No Extra Claims
8.	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"Chief Medical Photographer" means a medical photographer who has been appointed as Chief Medical Photographer in a Medical Photography Department of a hospital.

"Dialysis Technician" means a person employed as such who has the Industrial Electronics Certificate of the Department of Technical and Further Education or such other certificate or course of training as, in the opinion of the employer, is deemed appropriate.

"Electronics Technician" means a person employed as such who is the possessor of an Electronics and Communications Certificate of the Department of Technical and Further Education, or who has qualifications and/or experience deemed by the employing hospital to be equivalent and the major portion of whose duties include the construction, adaptation, alteration, repair and/or maintenance of electronic equipment.

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

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act, as amended or varied from time to time.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act* 1997, as amended or varied from time to time.

"Medical Photographer" means a person who is employed as such and who has satisfactorily completed the course in photography conducted by the Department of Technical and Further Education or who possesses such other qualifications as deemed by the employer to be appropriate and whose duties include taking, processing and recording all types of clinical photographs needed for research, teaching, treatment, and/or medical illustration.

"Perfusionist - Grade 1 (Trainee Perfusionist)" means a person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion.

"Perfusionist - Grade 2 (Certified Perfusionist)" means a person who has obtained the qualification of Certification in Perfusion of the Australasian Board of Cardiovascular Perfusion or having qualifications deemed by the employer to be equivalent, who is capable of performing perfusion duties of a complex nature including research and development tasks.

"Perfusionist - Grade 3 (In-Charge Perfusionist)" means a person who complies with all duties of a Trained Certified Perfusionist but in addition manages the everyday operation of the department in conjunction with a medical officer.

"Perfusionist - Grade 4 (Director of Perfusion Services)" means a person appointed as such who is the most senior Perfusionist within the Hospital and who is solely responsible for the direction and supervision of other Perfusionists within the Hospital. Director of Perfusion services is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge, judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

"Senior Dialysis Technician" means a technician who has been appointed Senior Dialysis Technician in the area of dialysis.

"Senior Electronics Technician" means an electronics technician appointed to a position approved as such by the employer.

"Senior Technical Officer" means a person appointed to a position approved as such by the employer. "Sole Electronics Technician" means an electronics technician appointed as such.

"Technical Officer" means a person appointed as such who is the holder of the Biological Technicians Certificate, the Chemistry Certificate, the Nuclear Medicine Technician's Certificate, the Pathology Technicians Certificate, the Pathology Technicians Higher Certificate, the Associate Diploma of Health Sciences (Pathology Techniques) of the Department of Technical and Further Education, the Associate Diploma in Medical Technology awarded by the Riverina CAE or the Associate Diploma in Medical Laboratory Science awarded by the Charles Sturt University or such other certificate or course of training as, in the opinion of the employer, is appropriate.

"Trainee Medical Photographer" means a person appointed as such who is undertaking the certificate course in photography conducted by the Department of Technical and Further Education.

"Union" means the Health Services Union NSW.

2. Salaries

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

3. Exemptions

This Award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in the Third Schedule to the *Health Services Act 1997*.
- (b) Employees of Stewart House Preventorium.

4. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2023 as varied or replaced from time to time, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply.

6. Anti-Discrimination

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

NOTES -

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

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

7. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act* 1996, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2025 and shall remain in force for a period of two years. The rates in the third column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the rates in the fourth column in Table 1 of Part B - Monetary Rates shall apply from the first full pay period on or after (ffppoa) 1 July 2026.
- (ii) This Award rescinds and replaces the Health Employees Technical (State) Award 2024 as published 6 December 2024 (397 I.G. 304) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Monetary Rates

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

Classification	Frequency	Ffppoa 01-Jul-2025 Increase 4% \$	Ffppoa 01-Jul-2026 Increase 4% \$
Electronics Technician			
Technician			
1st Year of Service	Weekly	1673.94	1740.90
2nd Year of Service	Weekly	1729.72	1798.91
3rd Year of Service	Weekly	1785.63	1857.06
4th Year of Service	Weekly	1893.49	1969.23
Sole			
1st Year of Service and Thereafter	Weekly	1982.36	2061.65
Senior			
1st Year of Service	Weekly	2013.35	2093.88

2nd Year of Service	Weekly	2044.07	2125.83
Perfusionist			
Grade 1			
1st Year	Weekly	2024.86	2105.85
2nd Year	Weekly	2087.86	2171.37
Grade 2			
1st Year	Weekly	2240.49	2330.11
2nd Year	Weekly	2312.86	2405.37
3rd Year	Weekly	2375.32	2470.33
4th Year	Weekly	2627.59	2732.69
5th Year	Weekly	2698.69	2806.64
6th Year	Weekly	2787.78	2899.29
7th Year	Weekly	2870.39	2985.21
8th Year	Weekly	2940.76	3058.39
Grade 3			
1st Year	Weekly	3145.46	3271.28
2nd Year	Weekly	3222.14	3351.03
Grade 4			
1st Year	Weekly	3306.97	3439.25
2nd Year	Weekly	3383.99	3519.35
Visual Aids Officer			
Trainee			
1st Year of Training	Weekly	779.89	811.09
2nd Year of Training	Weekly	868.18	902.91
3rd Year of Training	Weekly	942.22	979.91
4th Year of Training	Weekly	1025.88	1066.92
5th Year of Training	Weekly	1120.59	1165.41
General Scale			
1st Year	Weekly	1245.42	1295.24
2nd Year	Weekly	1306.67	1358.94
3rd Year	Weekly	1369.08	1423.84
4th Year	Weekly	1398.28	1454.21
5th Year	Weekly	1429.63	1486.82
Grade 1			
Medical Artists, RPA, RNSH (I/C Westmead) (2-I/C POW)	Weekly	1561.19	1623.64
Grade 2			
Sole Medical Photographer (St. George & Gosford)	Weekly	1623.40	1688.34
Grade 3			
Chief Medical Photographer - specific hospitals	Weekly	1803.18	1875.31
Grade 4			
Co-ordinator, Audio Visual Services - Royal North Shore Hospital	Weekly	1868.68	1943.43
Director of Audio Visual Services			
Royal Prince Alfred and Westmead	Weekly	2163.12	2249.64
Technical Officer			
Trainee			
1st Year of Training	Weekly	775.60	806.62
2nd Year of Training	Weekly	860.23	894.64
3rd Year of Training	Weekly	963.47	1002.01
4th Year of Training	Weekly	1053.66	1095.81
Grade 1			
1st Year	Weekly	1314.62	1367.20
2nd Year	Weekly	1344.65	1398.44
3rd Year	Weekly	1373.23	1428.16
4th Year	Weekly	1404.33	1460.50
5th Year	Weekly	1433.15	1490.48
6th Year	Weekly	1484.68	1544.07

7th Year	Weekly	1530.47	1591.69
8th Year	Weekly	1570.95	1633.79
Grade 2			
1st Year	Weekly	1673.94	1740.90
2nd Year	Weekly	1729.59	1798.77
3rd Year	Weekly	1785.63	1857.06
4th Year	Weekly	1893.49	1969.23
Senior			
1st Year	Weekly	1982.36	2061.65
2nd Year	Weekly	2013.35	2093.88
3rd Year	Weekly	2044.07	2125.83
Dialysis Technician			
Technician			
1st Year	Weekly	1560.73	1623.16
Thereafter	Weekly	1606.18	1670.43
Senior			
Grade 1 (Sole Technician)	Weekly	1653.41	1719.55
Grade 2	Weekly	1707.30	1775.59

I. TAYLOR J, *President*

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OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377405 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

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

SECTION 1. GENERAL

- | | |
|----|-----------------------------|
| 3. | Object |
| 4. | Definitions |
| 5. | Classification Descriptions |
| 6. | Work Arrangements |

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| 15. | Payment and Particulars of Salaries |
| 16. | Climatic & Isolation Allowance |
| 17. | Travel Allowances |
| 18. | Relieving Other Members of Staff |
| 19. | Salary Sacrifice to Superannuation |
| 20. | Salary Packaging |

SECTION 4. LEAVE ENTITLEMENTS

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|------|--|
| 21. | Annual Leave |
| 22. | Annual Leave Loading |
| 23. | Family & Community Leave & Personal Carers Leave |
| 23A. | Family Violence Leave |

- 24. Maternity, Adoption & Parental Leave 24A. Lactation Breaks
- 25. Study Leave
- 26. Trade Union Leave
- 27. Long Service Leave
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SECTION 5. MISCELLANEOUS

- 29. Uniforms
- 30. Union Subscriptions
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SECTION 6. AWARD PARAMETERS

- 32. Issues Resolution
- 33. Anti-Discrimination
- 34. Benefits Not to Be Withdrawn
- 35. No Extra Claims
- 36. Area Incidence & Duration

SECTION 7. MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

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.

"Employer" means the Secretary of the NSW 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. "Union" means the Health Services Union NSW.

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

5. Classification Descriptions

"Ambulance Manager Level 1" means an employee who 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

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 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

- (a) 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 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

- (a) Ability to develop, monitor and reach predicted outcomes to strategic and business plans Highly developed and effective negotiation and delegation skills

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 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 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

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)
 - 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

6. Work Arrangements

- (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 will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 32, Issues Resolution, of this Award.

SECTION 2. EMPLOYMENT CONDITIONS

7. Employees' Duties

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

8. Vacancies & 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.

9. 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.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she 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 7 of this Award.

- (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 10, Roster Leave, 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 16, 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.

10. 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 twelve (12) days.
- (d) Subject to clause 13, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

11. 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 purposes of subclause (b) what is reasonable or otherwise will be subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) 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.

12. 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 21, 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 21, 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, Classification Structure 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 21, 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.

13. 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 wilful 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 any additional rostered leave day off duty shall be paid for such accrual upon termination.

SECTION 3. SALARIES AND MONETARY ENTITLEMENTS

14. 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, Classification Structure, 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 his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her 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.
 - (1) Underpayment
 - i. If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - ii. If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
 - (2) Overpayment
 - i. In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - ii. One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - iii. Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - iv. The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (2) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - v. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subparagraph (2)(iii) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
- (g) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 32, Issues Resolution, of this Award.

15. 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.
- (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.

16. 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 7 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 7 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.

17. 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.

18. Relieving Other Members of Staff

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than three days 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 his or her additional roster leave day off duty.
- (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.

19. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 14 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 20 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*.

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 14, 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.

20. 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 may be up to 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 14 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.
- (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 4. LEAVE ENTITLEMENTS

21. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) Annual leave will accrue on a day-today basis.
 - (ii) An employee employed on a Monday to Friday basis - four weeks leave on full pay.
 - (iii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven 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 specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
- (v) Employees may exchange 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 he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay 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 leave days off duty in accordance with clause 10, Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

22. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act* 1944, become entitled to annual leave under clause 21, 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, Classification Structure, of this Award for the classification in which the employee was employed immediately before commencing his/her 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 - four weeks, and for seven days per week basis employees - five 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 he or she 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 he or she became entitled after 10 May 1974, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) The annual leave loading shall be paid 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 loading on a fortnightly basis which coincides with the normal fortnightly pay period.

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

Employees shall be granted family and community services leave and personal/carers' leave in accordance with the provisions of Section 4 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

23A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

24. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the provisions of Section 5 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service and the Service's Parental Leave Operating Procedure PRO2024-004 or subsequent replacements as amended or replaced from time to time.

A. Maternity Leave

- (a) Eligibility for Paid Maternity Leave
 - (i) Full-time employees

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

(ii) Permanent part-time employees

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

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

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

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

(ii) Fulltime or permanent part-time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Divisional Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

- (1) The intention to proceed on maternity leave;

- (2) The expected date of birth certified by a medical practitioner;
- (3) The period of leave to be taken;
- (4) The date on which maternity leave is to commence;
- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought; and
- (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at paragraph (a)(i) of Part D, Right to Request, of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (c)(i) of Part A, Maternity Leave, of this clause or paragraph (a)(ii) of Part D, Right to Request, of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under paragraph (a)(iii) of Part D of this clause is entitled to be paid at their substantive fulltime rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under paragraph (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

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

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

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

(g) Staffing Provisions

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

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

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

(i) Illness Associated with Pregnancy

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

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

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

(k) Stillbirth

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

(l) Miscarriage

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

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

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
 - (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (n) Right to Return to Previous Position
- (i) An employee who returns to work after maternity leave has a right to return to her former position.
 - (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.
- (o) Portability of Service for Paid Maternity Leave

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

service was on a fulltime or permanent part-time (as specified) basis;

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

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

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

B. Adoption Leave

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

Full-time employees

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

Permanent part-time employees

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

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers Compensation Act 1987 (NSW).

(b) Entitlements

(i) Paid Adoption Leave

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

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(c) Applications for Adoption Leave

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

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Fulltime employees

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

(ii) Permanent part-time employees

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

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

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

(b) Entitlements

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

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
 - (ii) the entitlement of one week's paid leave may be taken at any time within the 52-week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
 - (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
 - (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.
- (d) Variations of Parental Leave

Same provisions as maternity leave.
- (e) Staffing Provisions

Same provisions as maternity leave.
- (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.
- (g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
 - (iv) to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under paragraphs (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under paragraph (a)(iii) of this Part:
- (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

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

24A. 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.
- (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.

25. 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.

26. 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 PD20232_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

27. 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.

28. 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 his or her 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.

SECTION 5. MISCELLANEOUS

29. 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 32, 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 7, Monetary Rates.

30. Union Subscriptions

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

31. 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 6. AWARD PARAMETERS

32. 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.
- (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.

33. Anti-Discrimination

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

- (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

34. 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.

35. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act 1996*, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

36. Area, Incidence and Duration

- (a) With the exception of the clauses listed in subclause (b) below, this Award takes effect from 1 July 2025 and shall remain in force for a period of two years.
- (b) The Employer is in the process of updating its systems to accommodate certain changes to conditions contained in this Award. Accordingly, the following clauses shall take effect as at the date the Employer advises the Union in writing that the clauses can be implemented:

Clause 18 - Relieving Other Members of Staff

Clause 21 - Annual Leave

Prior to this date, the equivalent provisions contained in the Operational Ambulance Managers (State) Award 2024 shall apply.

- (c) The rates in columns two and three within section 7 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2025 and The rates in columns four and five within Section 7 of this Award will apply from the first full pay period on or after (ffppoa) 1 July 2026
- (d) This Award rescinds and replaces the Operational Ambulance Managers (State) Award 2024 published 14 March 2025 (397 I.G. 1055) and all variations thereof.
- (e) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.

SECTION 7. 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) shall be the equivalent rates and allowances contained in the Operational Ambulance Managers (State) Award 2024 as at 30 June 2025.

Table 1 - Salaries

Classification	Ffppoa 01-Jul-2025 Increase 4% Minimum \$	Ffppoa 01-Jul-2025 Increase 4% Maximum \$	Ffppoa 01-Jul-2026 Increase 4% Minimum \$	Ffppoa 01-Jul-2026 Increase 4% Maximum \$
Operational Manager				
Level 1	131,439	137,699	136,697	143,207
Level 2	134,565	159,609	139,948	165,993
Level 3	156,475	178,383	162,734	185,518
Level 4	175,250	209,681	182,260	218,068
Level 5	206,546	231,587	214,808	240,850
Operations Centre Manager				
Level 1	128,068	134,166	133,191	139,533
Level 2	131,113	155,510	136,358	161,730
Level 3	152,459	173,803	158,557	180,755
Level 4	170,749	204,297	177,579	212,469
Level 5	201,244	225,642	209,294	234,668

Table 2 - Allowances

Item	Clause	Allowance Description	Frequency	Ffppoa 01-Jul-2025 Increase 2.4% \$	Ffppoa 01-Jul-2026 Increase TBC % \$
1	16	Climatic and Isolation Allowance - Time and Half Zone*	Weekly	5.80	TBC
2	16	Climatic and Isolation Allowance - Double Zone*	Weekly	11.60	TBC
3	29	Laundry*	Weekly	16.70	TBC

* Rate moves independently to Award wages increase.

I. TAYLOR J, *President*

PUBLIC HOSPITAL MEDICAL RECORD LIBRARIANS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377378 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Salary and Grading Structure
3.	Grading Committee
4.	Labour Flexibility
5.	Anti-Discrimination
6.	Conditions of Service
7.	Dispute Resolution
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Definitions

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

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time,

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the Association of Medical Records Librarians, NSW or such other qualifications deemed to be equivalent by the employer.

"Officer" means a medical record librarian employed by the employer.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union NSW.

2. Salary and Grading Structure

Full time Medical Record Librarian employees shall be paid the salaries as set out in the Health Professionals Salaries (State) Award 2025, as varied or replaced from time to time.

Medical Records Administrator / Medical Records Manager

Grade 1	All other hospitals including, Balmain, Grafton Base, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury Wodonga, Bathurst Base, Canterbury, Coffs Harbour Base, Dubbo Base, Fairfield, Griffith Base, Manning, Port Kembla, Shellharbour.

Grade 3	Auburn, Campbelltown, Camden, Lismore Base, Wagga.
Grade 4	Blacktown & Mt. Druitt, Manly, Bankstown-Lidcombe, Ryde, Mona Vale, Nepean, Sydney, Royal Hospital for Women, Sutherland.
Grade 5	Hornsby Ku-ring-gai, Liverpool, St. George, Wollongong, Gosford, John Hunter, Royal Alexandra for Children's Hospital and Country Regions.
Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer
 - (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
 - (b) the date of effect of the grading recommended. Provided that:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
 - (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.
- Except as otherwise provided, the matters to be referred to the committee shall be:
- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.
- (iii) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
 - (iv) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the employer, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the employer in connection with their representations.

- (v) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vi) Nothing in this clause shall affect the right of the Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employee under this Award.

4. Labour Flexibility

- (i) The employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training, consistent with the employee's classification, grouping and/or career stream, provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

5. Anti-Discrimination

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- (b) 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.

6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2025, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2023, as varied or replaced from time to time, shall also apply to all relevant employees.

7. Dispute Resolution

The dispute settlement procedures contained in the applicable conditions award as outlined in Clause 6, Conditions of Service (and as varied or replaced from time to time), shall apply.

8. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act* 1996, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2025 and shall remain in force for a period of two years.
- (ii) This Award rescinds and replaces the Public Hospitals Medical Records Librarians (State) Award 2024 published 21 February 2025 (397 I.G. 677) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

I. TAYLOR J, *President*

PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF) CONDITIONS OF EMPLOYMENT (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377388 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Hours
2A.	Multiple Assignments
3.	Roster of Hours
4.	Climatic and isolation allowance
5.	Part-time Employees
6.	Board and Lodging
7.	Relieving Other Members of Staff
8.	Overtime
8A.	On Call - Physiotherapists, Occupational Therapists and Speech Pathologists
8B.	On Call Allowance - Social Workers and Sexual Assault Workers
8C.	Call-Out Allowance - Social Workers and Sexual Assault Workers
9.	Penalty Rates for Shift Work and Weekend Work
10.	Meals
11.	Public Holidays
12.	Annual Leave
13.	Long Service Leave
14.	Sick Leave
15.	Payment and Particulars of Salary
16.	Termination of Employment
17.	Accommodation and Amenities
18.	Inspection of Lockers of Employees
19.	Uniforms and Protective Clothing
20.	Promotions and Appointments
21.	New Positions
22.	Notice Board
23.	Mobility, Excess Fares and Travelling
24.	Disputes
25.	Family and Community Services Leave and Personal/Carer's Leave
25A.	Family Violence Leave
26.	Trade Union Leave
27.	General Conditions

28. Maternity, Adoption and Parental Leave 28A.
Lactation Breaks
29. Union Representative
30. Blood Count
31. Exemptions
32. Anti-Discrimination
33. Labour Flexibility
34. Salary Packaging
35. Salary Sacrifice to Superannuation
36. Reasonable Hours
37. Induction and Orientation
38. No Extra Claims
39. Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Rates and Allowances

PART A

1. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have their respective meanings assigned to them -

"Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences on such days at or after 6 a.m. and before 10 a.m. otherwise than as part of a shift system.

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

"Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the *Health Services Act 1997*, as amended or varied from time to time.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"Public Health Organisation" means an organisation defined in section 7 of the *Health Services Act 1997* as follows:

- (a) a Local Health District; or
- (b) a statutory health corporation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

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

"Union" means the Health Services Union NSW.

2. Hours

- (i) The ordinary hours of work for day workers, exclusive of mealtimes, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.
- (ii) The ordinary hours of work for shift workers exclusive of mealtimes shall be 152 hours per 28 calendar days.

- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv)
 - (a) The hours of work of a full time employee prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30 June 1984, working shifts of less than eight hours duration may:
 - (1) continue to work their existing total hours each 28 days but spread over 19 days, or
 - (2) with the agreement of the employer, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the employer and the Union agree that exceptional circumstances exist in a particular hospital, or health institution an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the employee concerned, accumulate and be taken at a time mutually agreed upon between the employee and the employer. Provided that the maximum number of allocated days off duty which may accumulate under this subclause shall be three.
- (viii) There shall be no accrual of 0.4 an hour for each day of ordinary annual leave taken in accordance with subclause (i) of clause 12, Annual Leave, of this Award. However, where an employee has accumulated sufficient time to take their allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.

Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (ix) An employee entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards their allocated day off duty whilst on sick leave.

Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of workers compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by clause 11, Public Holidays, of this Award, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay.
- (xiii)
 - (a) One twenty minute interval (in addition to meal break) shall be allowed each employee on duty for a tea break during each ordinary shift of 8 hours. Such shall count as working time. Part-time employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
 - (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten (10) minute break and be permitted to proceed off duty ten (10) minutes prior to the rostered finishing time of that shift.
 - (c) Paragraph (b) of this subclause will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (xiv) There shall be a minimum break of ten (10) hours between ordinary rostered shifts (or eight (8) hours by consent of the Union).

2A. Multiple Assignments

- (i) Multiple assignments under this Award exist when:
 - (a) An employee has more than one position under this Award within the New South Wales Health Service, and
 - (b) The same conditions of employment within the Award apply to the positions.Each of these positions is referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) This clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Organisation in the Public Health System

- (iv) The following provisions apply to employees with two or more assignments, that comply with 2A(i), within a single Organisation in the Public Health System:
 - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

Hours, Additional Days Off, and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in clause 2, Hours.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (i.e. full time) in clause 2 they will be considered as a full time employee for the purposes of the Award and:

- (1) that employee is entitled to allocated days off in accordance with clause 2, Hours, and
 - (2) clause 8 Overtime shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause they will be treated in accordance with Part I of clause 5, Part-time Employees.
- (1) All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part I of clause 5, Part-time Employees, and
 - (2) Overtime as prescribed in clause 8, Overtime (including subclause (xiii)).
- (e) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (g) Where overtime is compensated by way of time off in lieu as set out in clause 8, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

Public Holidays - Rostered Day Off

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under clause 11, Public Holidays, paragraph (i)(c). The annual election for the payment arrangements required under paragraph (i)(d) will be the same for each of the employee's multiple assignments.

Temporary Employees

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with clause 3.2 of the Health Industry Status of Employment (State) Award 2023 as varied or replaced from time to time, the 10% loading shall only apply to hours worked in that assignment. While ever this loading is paid, the provisions of subclauses (p), (q) and (s) of this subclause shall not apply to the temporary assignment.

Employees Engaged as Part Time as at 10 February 1992

- (k) Where an employee:
- (1) has elected to receive the benefits set out in Part II of clause 5, Part-time Employees, in relation to an assignment, and
 - (2) after the date this clause was operative in this Award the employee commences in a second or further permanent part time assignment (as set out in Part I of clause 5, Part-time Employees) and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

Part II of clause 5, Part-time Employees shall cease to apply and the employee will be a Permanent Part-time Employee for the purposes of the Award.

(l) Where an employee:

- (1) has elected to receive the benefits set out in Part II of clause 5, Part-time Employees, in relation to an assignment, and
- (2) their combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

Part II of clause 5, Part-time Employees shall not apply to any of their assignments.

Incremental Progression

- (m) Where an employee has multiple assignments in the same classification and pay rate, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment.
- (n) Where an employee has multiple assignments in the same classification, but different grades and/or pay rates, the employee's service in the higher grade will count for the purposes of incremental progression in the lower grade. However, service in the lower grade shall not count for the purposes of incremental progression in the higher grade.
- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with paragraph (ii)(b) of clause 12, Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under clause 27, Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (v) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:

- (1) the position/s currently held
 - (2) the facility in which the existing position/s are worked
 - (3) the classification/s under which they are engaged in each position
 - (4) the number of ordinary hours worked in each position
 - (5) any regular additional hours or overtime that is worked in each position
 - (6) whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (w) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
- (1) the position they have applied for
 - (2) the facility in which the proposed new assignment is to be worked
 - (3) the classification under which they would be engaged in the new assignment
 - (4) the number of ordinary hours to be worked in the proposed assignment
 - (5) whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (x) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (y) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Organisations in the Public Health System

- (v) Multiple Assignments, that meet the criteria in subclause (i) of this clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are:
- (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.

- (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.
- (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under clause 13, Long Service Leave.
- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 27, Maternity, Adoption and Parental Leave.
- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal Carer's Leave as provided in clause 25.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in clause 25A.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 8, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisation in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Organisation in the Public Health System.

Changes to the composition of Organisation in the Public Health System

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

3. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. The roster shall be displayed four weeks prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further that a roster may be altered at any time to enable the services of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been their day off such time worked shall subject to subclause (vi) of clause 2, Hours, of this Award, be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with the said clause 2, that allocated day off duty is to be shown on the roster of hours for that employee.

4. Climatic and Isolation Allowance

- (i) Subject to subclause (ii), of this clause, persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance set in Item 1 of Table 1 of Part B 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.

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance set in Item 2 of Table 1 of Part B 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 (Vic.) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) The allowances prescribed by this clause are not cumulative.
- (iv) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.
- (v) A part-time employee shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

5. Part-Time Employees

Part 1 - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed by the salaries clause of each relevant calling, with a minimum payment of 3 hours for each start.
- (iii) Employees engaged under this part shall be entitled to all other benefits of this Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

Part 2 - Savings Provisions

- (i) Employees engaged as part-time employees as at 10 February 1992 were entitled to exercise the option of receiving the benefits of employment applicable to those employed under Part 1 of this clause or in lieu thereof the following:
- (a) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, plus 15 per cent of the appropriate hourly rate.
- (b) For entitlement to payment in respect of Annual Leave, see *Annual Holidays Act 1944*.
- (ii) An employee engaged as a part-time employee as at 10 February 1992 who has taken the option of payment in accordance with Part 1 of this clause cannot revert to the provisions of Part 2.

Part 3 - Exclusions

With respect to employees employed under Part 1, the provisions of subclauses (i), (ii) and (iv) to (xii) of clause 2, Hours, shall not apply.

With respect to employees employed under Part 2 of this clause, the provisions of subclauses (i), (ii) and (iv) to (xii) of the said clause 2 and clause 8, Overtime, shall not apply.

6. Board and Lodging

- (i) Where an employee is provided with accommodation in a traditional style Nurses' Home deductions from salary shall be made at the rate prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award 2023, as varied or replaced from time to time, provided that no deduction shall be made when the employee is absent from the hospital for a period of at least six consecutive nights on annual, sick or long service leave.
- (ii) An employer shall provide for an employee who lives out light refreshment for morning and afternoon tea when the employee is on duty at times appropriate for the partaking thereof.

7. Relieving Other Members of Staff

An employee who is called upon to relieve an employee in a higher classification continuously for three working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

8. Overtime

- (i) All time worked by employees outside the ordinary hours in accordance with clause 2, Hours, and clause 3, Roster of Hours, of this Award shall be paid for at the rates of time and one-half up to 2 hours each day and thereafter at the rate of double time; provided however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on Public Holidays shall be paid for at the rate of double time and one half.
- (ii) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates. This clause shall not apply to employees covered by clause 8B, On Call Allowance - Social Workers and Sexual Assault Workers, of this Award.
- (viii) An employee recalled to work overtime as prescribed by subclause (ii), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from their place of work. Provided further that where an employee elects to use their own mode of transport, they shall be paid an allowance equivalent to the "Transport Allowance" as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.

- (ix) When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least ten consecutive hours (or 8 hours if an agreement is in place as per clause 2(xiv)) off duty between the work on successive days or shifts.
 - (x) An employee who works so much overtime -
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten consecutive hours (or 8 hours if an agreement is in place as per clause 2(xiv)) off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours (or 8 hours if an agreement is in place as per clause 2(xiv)) off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift; shall, subject to this subclause, be released after completion of such overtime until they have ten consecutive hours (or 8 hours if an agreement is in place as per clause 2(xiv)) off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of their employer, such an employee resumes or continues to work without having such ten consecutive hours (or 8 hours if an agreement is in place as per clause 2(xiv)) off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours (or 8 hours if an agreement is in place as per clause 2(xiv)) off duty without loss of pay for ordinary working time occurring during such absence.
 - (xi) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
 - (xii) This clause shall not apply to Social Workers or Sexual Assault Workers in circumstances where they are entitled to payment in accordance with provisions of clause 8C, Call Out Allowance - Social Workers and Sexual Assault Workers, of this Award.
 - (xiii) All time worked by employees employed pursuant to Part 1 of clause 5, Part-time Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on Public Holidays at the rate of double time and one half.
- 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 ward 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.
- (xiv)
 - (a) In lieu of the conditions specified in subclauses (i) and (ii) employees engaged in Community Health may be compensated for overtime worked by taking time in lieu of the overtime.
 - (b) The time in lieu is to be taken within three months of the overtime being worked and is to be granted at the ordinary time rate.

If the time in lieu is not taken within the three months period it is to be paid to the employee at the appropriate overtime rate at the time the overtime was worked and at the wage rate applying at the time payment is made.

8A. On Call - Physiotherapists, Occupational Therapists and Speech Pathologists

- (i) This clause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under the NSW Health Service Health Professionals (State) Award 2025 as varied or replaced from time to time.

- (ii) An "on call period" is a period during which an employee is required by the employer to be on call.
- (iii) For the purposes of calculation of payment of on-call allowances and for call back duty, an on call period shall not exceed 24 hours.
- (iv) An employee shall be paid for each on call period, at the option of the employer, either an allowance per on call period or an on call allowance per week. The on call allowances are set out in Item 8 of Part B, Table 1.

8B. On Call Allowance - Social Workers and Sexual Assault Workers

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award 2025 or under any other Determination, as varied or replaced from time to time.
- (ii) An "on call period" is a period during which an including part-time employees is required by the employer, to be on call in accordance with subclause (iii) of this clause.
- (iii) Employees, including part-time employees, rostered to be "on call" and to provide a telephone counselling service during period of such "on call" shall be entitled to payment at the rate of one-third of the employee's normal pay for each hour of performing the above duty, provided that there shall be a maximum payment in respect of each "on call" period of two and one-half hours' pay. Provided that "on call" periods -
 - (a) which commence on or after 9.00 a.m. Saturday and finish on or before 9.00 a.m. Monday should not exceed 12 hours;
 - (b) which commence on or after 9.00 a.m. Monday and finish on or before 9.00 a.m. Saturday should not exceed 16 hours; and
 - (c) where "on call" periods outlined in paragraphs (a) and (b) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours' pay.

8C. Call Out Allowance - Social Workers and Sexual Assault Workers

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award 2025 or under any other Determination, as varied or replaced from time to time.
- (ii) "Call out" is the period over which an employee including part-time employees is required by the employer to return to duty. For the purpose of this definition, call out shall only apply to on call and unrostered time periods.
- (iii) Employees including part-time employees who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
 - (a) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
 - (1) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
 - (2) Payment shall be calculated as if the employee had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (1) above or completion of the work for which they had been recalled on the last occasion, whichever is the later.

- (b) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An employee, including part-time employees, where recalled to work as prescribed in subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from their place of work in accordance with clause 23, Mobility, Excess Fares and Travelling, of this Award.

Where employees are recalled to work as prescribed in subclause (ii) of this clause the employee shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9. Penalty Rates for Shift Work and Weekend Work

- (i) Shift workers working afternoon or night shifts shall be paid the following percentages in addition to the ordinary rate for such shift provided that part-time employees shall only be entitled to the additional rates where their shifts commence prior to 6 a.m. or finish subsequent to 6 p.m.

Afternoon shift commencing at 10 a.m. and before 1 p.m. - 10 per cent.

Afternoon shift commencing at 1 p.m. and before 4 p.m. - 12½ per cent.

Night shift commencing at 4 p.m. and before 4 a.m. - 15 per cent.

Night Shift commencing at 4 a.m. and before 6 a.m. - 10 per cent.

- (ii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day Shift" means a shift which commences at or after 6 a.m. and before 10 a.m.

"Afternoon Shift" means a shift which commences at or after 10 a.m. and before 4 p.m.

"Night Shift" means a shift which commences at or after 4 p.m. and before 6 a.m. on the day following.

- (iii) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday, at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday, at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.

The foregoing paragraph shall apply to part-time but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part 2 of the said clause 5, in respect of their employment between midnight on Friday and midnight on Sunday.

10. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of their meal break such time shall count as part of their ordinary working hours.
- (ii) An employee who works authorised overtime shall be paid in addition to payment for such overtime:

- (a) An amount set in Item 3 of Table 1 for breakfast when commencing such overtime work at or before 6.00 a.m.;
- (b) An amount set in Item 4 of Table 1 for an evening meal when such overtime is worked for at least one hour immediately following their normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00 p.m.;
- (c) An amount as set in Item 5 of Table 1 for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or public holidays;

or shall be provided with adequate meals in lieu of such payment. The rates prescribed by this subclause shall be varied as the equivalent rates are varied from time to time in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time.

- (iii) Where practicable employees shall not be required to work more than four hours without a meal break.

11. Public Holidays

- (i)

- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, they may be paid one half day's pay in addition to the weekly rate and have one day added to their period of annual leave for each holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, local Labour Day, Christmas Day, Boxing Day, and any other day duly proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (c) Shift workers rostered off duty on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employees so elect,
 - (2) have one day added to their period of annual leave.
- (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment. Provided that an employee who has accrued additional annual leave referred to in paragraphs (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (ii) In addition to those public holidays prescribed in paragraph (b) of subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. The foregoing does not apply in areas where in each year -

- (a) A day in addition to ten named public holidays specified in paragraph (b) of subclause (i) is proclaimed and observed as a public holiday or

- (b) Two half days in addition to the ten named public holidays specified in paragraph (b) of subclause (i) are proclaimed and observed as half public holidays.
- (iii)
- (a) A public holiday as defined in paragraph (b) of subclause (i) and subclause (ii) of this clause occurring on an ordinary working day shall be allowed to employees employed pursuant to Part 1 of clause 5, Part-time Employees, without loss of pay, but each such employee who is required to and does work on a public holiday shall have one day or one-half day, as appropriate added to their period of annual leave and be paid at the rate of one-half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would be otherwise payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to their ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work and any balance of the day of shift not worked shall be paid at ordinary rates.
 - (b) The provisions of subclauses (i) and (ii) of this clause shall apply to Part-time Employees under Part 2, Savings Provisions of the said clause 5, who work 30 hours or more per week over 5 days per week provided that if such an employee is required to and does work on a public holiday as defined in paragraphs (a) and (b) of subclause (i) and subclause (ii) of this clause, they shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part 2, Savings Provisions of the said clause 5, in respect of such work.
 - (c) Subclauses (i) and (ii) of this clause shall not apply to part-time employees engaged under Part 2 of clause 5, Part-time Employees, of this Award but each such employee who is required to and does work on a public holiday as defined in the said subclauses (i) and (ii) shall be paid at the rate of double time and one half but such employee shall not be entitled to be paid in addition to the allowance of 15 per cent as prescribed in Part 2 of the said clause 5, in respect of such work.

12. Annual Leave

- (i) Entitlement to Annual Leave
 - (a) All employees: Annual leave conditions set out in this Award will prevail over those contained in the *Annual Holidays Act 1944* to the extent necessary to resolve any conflict or ambiguity notwithstanding that the *Annual Holidays Act 1944* continues to apply to all employees.
 - (b) This clause has been amended to move employees from an annual accrual system, as provided for in the *Annual Holidays Act 1944*, to a progressive accrual system. The provisions of this clause that have been varied from antecedent awards should be interpreted in a way that avoids detriment to employees arising from the move from an annual to progressive accrual method.
 - (c) Except as otherwise provided in this Award or via legislation, all employees shall accrue annual leave.
 - (1) Annual leave will accrue progressively throughout an employee's employment.
 - (2) For a full-time employee, other than Principal Hospital Scientists, the rate of accrual shall be the equivalent of 152 hours of annual leave per year for classifications that work a 38 hour week or 140 hours of annual leave per year for classifications that work a 35 hour week. For Principal Hospital Scientists the rate of accrual shall be the equivalent of 190 hours of annual leave per year.
 - (3) For employees working less than full-time their accrual shall be proportionate and determined by the proportion of full-time hours they work.

- (4) The employer will ensure that all employees have the opportunity to take the annual leave they've accrued over a year of service no later than six months after the completion of that year of service.
 - (5) An employee will not need to use annual leave on any day the employee would ordinarily have off such as a public holiday or, for Monday to Friday day workers, a weekend.
 - (6) Upon the request of the employee the employer shall pay the employee's pay for the period of annual leave in advance of the employee taking annual leave.
 - (7) Except for the additional component of annual leave provided to shift-workers, the monetary value of annual leave shall not be paid to a worker in lieu of taking annual leave.
 - (8) Where the employment of an employee who has accrued annual leave is terminated, the employer shall be deemed to have given the accrued but untaken annual leave to the employee as from the date of termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of annual leave. This applies to, and in respect of, annual leave accrued and not taken whether or not the worker concerned continues to be entitled (apart from this clause) to take it, and so applies as if the worker's right to take it had accrued immediately before the date of the termination of the worker's employment.
 - (9) Nothing in the above subclause affects the obligation of an employer to give, or a worker to take, annual holidays in accordance with this award or under legislation.
- (d) The employer is in the process of updating its payroll systems to move from the annual accrual of additional annual leave to the progressive accrual of additional annual leave. Accordingly, subclause 12(i)(e1) below will apply until the commencement date of the new progressive additional annual leave accrual system which will operate from a date agreed between the Union and the employer.

From the agreed commence date forward subclause 12(i)(e1) will cease to have effect and subclause 12(i)(e2) will take effect.

The employer will take reasonable steps to notify employees affected by this change in advance of the commencement date.

- (e1) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees. Note that the operation of this paragraph and subparagraphs is subject to (d) above.

For the purpose of the following subparagraphs, "year of employment" is a period equal to the period of entitlement to annual holiday on ordinary pay at the end of each year of the worker's employment (i.e. after a 12 month period) as outlined in s3(1) of the Annual Holidays Act 1944..

- (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a year of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
- (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a year of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
- (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a year of employment for annual leave purposes, shall be entitled to receive a

proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.

- (4) The calculations referred to in subparagraph (3) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of accruing the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
 - (6) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (e2) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees. Note that the operation of this paragraph and subparagraphs is subject to (d) above.

For the purpose of the following subparagraphs, "year of employment" is a period equal to the period of entitlement to annual holiday on ordinary pay at the end of each year of the worker's employment (i.e. after a 12 month period) as outlined in s3(1) of the *Annual Holidays Act 1944*.

- (1) Employees who are rostered to work shifts occurring on Sundays and/or public holidays shall be entitled to accrue additional annual leave for each shift worked on Sundays and/or public holidays.
 - (2) For an employee working in a role that has a maximum 38 hours per week ordinary hours the accrual of additional leave shall be (38/35) hours for each shift worked on Sundays and/or public holidays for a maximum of 35 shifts per year.
 - (3) For an employee working in a role that has a maximum 35 hours per week ordinary hours the accrual of additional leave shall be 1 hour for each shift worked on Sundays and/or public holidays for a maximum of 35 shifts per year.
 - (4) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of accruing the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
 - (5) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (ii) On termination of employment, employees shall be entitled to payment for any untaken accrued annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of clause 11, Public Holidays.
- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon a period of annual leave. Such period shall be for no more than four weeks once per year. An employee cannot be directed to take a period of annual leave that would reduce their annual leave balance below 30 days for a full-time employee or a commensurate amount for a part-time employee.

- (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
- (a) Employees who take annual leave (excluding additional annual leave provided for in 12(i)(d) above) shall be paid ordinary salary plus either:
 - (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of the employee's ordinary salary, not exceeding an amount equivalent to 17½ % of the ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time; or;
 - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
 - (b) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
 - (c) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
 - (d) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to their credit on resignation (not including retirement), except as provided for in paragraph (i) below.
 - (e) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which they had become entitled to take that the loading would have applied to had the annual leave been taken.
 - (f) Where an employee transfers from one Public Health Organisation to another and their new employment commences the next business day after the conclusion of their former employment they will be entitled to have their accrued annual leave entitlement transferred to their new employment. The employee shall be eligible for the benefits of this clause as if they had not resigned from their former employment.
 - (g) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
 - (h) In respect of that annual leave elected to be accrued pursuant to the provisions of clause 11, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated

by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

13. Long Service Leave

(i)

- (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service and less than 10 years' service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years' service are terminated by the employer or by the employee, they shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years' service.

(i) For the purposes of subclause (i) of this clause:

- (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 7 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time.
- (b) Broken periods of service with the employer in one or more hospitals shall count as service.
- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
 - (2) any period of part-time service arising from employment under Part 2, of clause 5, Part-time Employees, except as provided for in subclause (ix).

(ii) An employee with an entitlement to long service leave may elect to access such entitlement:

- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.

- (iii) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (iv) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (v) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by their death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination unless the employee elects to transfer his or her leave entitlement in accordance with Section 18 of the NSW Health Policy Directive PD2024_046 Leave Matters for the NSW Health Service, as amended or replaced from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had their services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part 2, of clause 5, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination made under the *Health Services Act 1997*.
- (ix) A fulltime employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement

of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

(xi) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:

(a) An employee who -

- (1) has had service in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
- (2) Is employed in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.

(b) An employee employed -

- (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act* 1955, as provided for in subclause (ix) of this clause;
- (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.

(xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

14. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
 - (a) all periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer; provided, however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements;
 - (b) the employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave;
 - (c) an employee shall not be entitled to sick leave until after three months' continuous service;
 - (d) service, for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with that employer current at the date of the commencement of this Award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this Award;

- (e) employees who are employed at the date of the commencement of this Award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date, provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (f) "Continuous Service", for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 13, Long Service Leave, of this Award, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months' actual service) shall be counted;
- (g) employees shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) A part-time employee as defined in Part 1 and Part 2 of clause 5, Part-time Employees, shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers compensation; provided, however, that an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) For the purpose of determining a full-time employee's sick leave credit as at 1 July 1984, sick leave entitlement shall be proportioned on the basis of 76:80.
- (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.

15. Payment and Particulars of Salary

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and/or shift penalties is worked, but for no longer.
- (ii) 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. Salaries shall be deposited the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that 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 employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given notice of termination of employment, in accordance with clause 16, Termination of Employment, of this Award shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is dismissed or their services are terminated without due notice, in accordance with the said clause 16, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but, in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary salary. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) 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.
 - (b) 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 (b)(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 (b)(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.

16. Termination of Employment

During the first three months of employment, employment shall be from week to week. After three months continuous service, employment may be terminated only by 28 days' notice given either by the employer or the employee or by payment or forfeiture of 28 days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.

17. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory convenience shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and where practicable, such facilities shall be provided in hospitals erected prior to that day.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:
 - (1) Sanitary Conveniences -
 - (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees of each sex.
 - (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities must be located conveniently to work places, they must be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth surface resistant to moisture.
 - (2) Washing and Bathing Facilities -
 - (a) Washing provision by way of basins of suitable impervious material with taps set at 600 mm centres and with hot and cold water supplied, in the proportion of one hot tap and one cold tap for each 15 employees or part of 15 employees of each sex. Space in front of wash points to be not less than 900 mm.
 - (b) Showers spaced at not less than 900 mm centres and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every 20 persons or part of 20 persons of each sex ceasing work at any one time.
 - (c) Washing and bathing facilities must be adequately lighted and ventilated; floors, walls and ceilings finished with a smooth faced surface resistant to moisture.
 - (d) These facilities must be incorporated in, or communicate directly with, the change room and should not be contained within any closet block.
 - (3) Change Rooms and Lockers -
 - (a) Properly constructed and ventilated change room equipped with a vented steel locker, at least 300 mm wide by 450 mm deep by 1800 mm high for each employee.
 - (b) Floor area not less than 0.56 square metres per employee to be accommodated.
 - (c) Space between lockers - set up facing one another not less than 1.5 metres. Traffic ways not less than 1 metre wide.
 - (d) Sufficient seating not less than 260 mm wide by 380 mm high should be provided.
 - (e) Lockers should be set up with at least 150 mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys attached.
 - (4) Dining Room -
 - (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1 square metre per employee using the meal room at any one time.

- (b) Tables not more than 1.8 metres long, spaced 1.2 metres apart allowing 600 linear millimetres of table space per person.
 - (c) Chairs or other seating with back rests. Sufficient table and chairs must be provided for all persons who will use the dining room at any one time.
 - (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.
- (5) Rest Room -

A well constructed and adequately lighted and ventilated rest room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

The above standards shall be the minimum to be included in working drawings approved after 1 December 1976 for new hospitals.

Where major additions to presently occupied building or new building are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

18. Inspection of Lockers of Employees

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee appointed by the employer, and if practicable, a Union Branch Employee, otherwise by any two employees so appointed by the employer.

19. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c), of this subclause, sufficient suitable and serviceable uniforms shall be supplied, free of cost, to each employee required to wear them, provided that any employee to whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
 - (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee required to wear such uniform, the employer may pay to such employee the sum set in Item 6 of Table 1.
 - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance as set in Item 7 of Table 1 shall be paid to such employee.
 - (e) An employee who works less than 38 hours shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (ii) Employees whose duties require them to work out of doors shall be supplied with over-boots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Employees whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

20. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit, provided however that no employee with a claim to seniority shall be passed over without having their claims considered.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee for determination of the dispute.

21. New Positions

The employer may create any new position of a classification not covered by the Awards to which these conditions apply at any time and may fix the remuneration thereof but in such circumstances the employer shall advise the Union of such decision within 28 days and give an opportunity to the representatives of the Union to confer with the representatives of the employer as to the rate of wages so fixed for the duties to be performed and the hours the employee is required to work.

22. Notice Boards

The hospital or health institution shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

23. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, the excess hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the Union prior to notice of changed accustomed place of work being given.

- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is a disagreement about such decision after discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever, with the prior approval of employer, travels by their own mode of conveyance and incurs travelling costs in excess of *\$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time, less *\$5.
- This \$5 shall be reviewed annually by the employer.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to the alternative place of work, at the direction of the employer.
 - (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

24. Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Public Health Organisation or their nominee, who will arrange for the matter to be discussed with the employee concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head Office of the Union. This dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement all disputes that cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively with such recommendation as it may think right and in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.

- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

25. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award 2025 as varied or replaced from time to time, are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

(i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave: "relative" means a person related by blood, marriage or affinity;

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

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

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

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

(iv) FACS Leave - entitlement

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

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

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in their first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, they would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

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

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

- (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
- (ii) Use of sick leave to care for the person concerned - entitlement
- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
 - (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 8, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in Clause 2 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25A. Family Violence Leave

(i) Definitions

- (a) 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
- (ii) Leave for Matters arising from Domestic and Family Violence
 - (a) The definition of domestic and family violence is in subclause (a) of this clause.
 - (b) 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.
 - (c) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
 - (d) 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.
 - (e) Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
 - (1) seeking safe accommodation or establishing safety;
 - (2) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (3) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (4) organising alternative care or education arrangements for their children or person(s) in their care;
 - (5) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - (6) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
 - (f) 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.
 - (g) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
 - (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) 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.
 - (l) The employer must keep personal information about domestic and family violence (including information about support provided by the employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
 - (1) payslips;
 - (2) the employee's personnel file; or
 - (3) rosters.
 - (m) 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.
 - (n) 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.
 - (o) 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.
- (iii) Leave for employees providing support to people experiencing domestic and family violence
- (a) 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.
 - (b) 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.

- a. For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*, as amended or replaced from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (i) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (ii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iii) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (iv) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (v) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (vii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

26. Trade Union Leave

Employees who are trade union delegates shall be entitled to paid release from duty and trade union leave as set out in this clause.

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Trade union delegates will be released from the performance of normal duty when required to undertake any of the following activities:
 - a. Attendance at meetings of the workplace's Work Health and Safety (WHS) Committee and participation in official WHS activities relating to responsibilities of elected WHS Committee members at a place of work for in the *Work, Health and Safety Act 2011* (NSW) and Work, Health and Safety Regulations 2017.
 - b. Attendance at meetings with workplace management or management representatives.
 - c. Reasonable preparation time by agreement with management, where operational requirements allow the taking of such time before meetings with management, or disciplinary/grievance meetings with a union member that require the presence of a delegate.
 - d. Giving evidence in court on behalf of NSW Health.
 - e. Appearing as a witness in the Industrial Relations Commission.

- f. Representing the union before the Industrial Relations Commission of NSW.
 - g. Presenting information about the union at induction sessions, or
 - h. Distributing official union publications or other authorised material at the workplace, provided a minimum of 24 hours' notice is given to workplace management unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- (iii) Trade union delegates will be granted trade union leave with pay, subject to their application for trade union leave including supporting documentation relating to the activity, for:
 - a. Attendance at the annual or biennial conference of the union.
 - b. Attendance at meetings of the union's Executive or Council.
 - c. Attendance at Unions NSW annual conference and the Congress of the Australian Council of Trade Unions.
 - d. Attendance at meetings convened by Unions NSW requiring delegate attendance.
 - e. Giving evidence before an industrial court or tribunal on behalf of the union, and
 - f. Reasonable travelling time to and from conferences or meetings to which these provisions apply.
- (iv) Trade union delegates will be granted trade union leave with pay for:
 - a. Accredited WHS training and any other accredited WHS training for WHS Committee members. The providers of WHS training courses and the conditions on which paid trade union leave for such courses will be granted is to be negotiated between the Chief Executive and the union. For the avoidance of doubt this does not limit the rights of Health and Safety Representatives provided by s 72(1) of the *Work Health and Safety Act 2011* (NSW),
 - b. Courses organised and conducted by the union or a union nominated provider, to a maximum of 12 working days in any two-year period, subject to:
 - i. The operational requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.
 - ii. Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime etc.
 - iii. NSW Health not being responsible for any travelling and associated expenses incurred in attending such courses.
 - iv. Attendance being confirmed in writing to the relevant manager by the trade union or a nominated training provider.
- (v) The union, or where appropriate, the union delegate, must notify the Chief Executive or their nominee in writing as soon as the date and/or time of the meeting, conference or other accredited activity is known.
- (vi) The workplace will provide trade union delegates with reasonable access to the following facilities for authorised union activities:
 - Communication facilities (e.g. including telephone, facsimile and email facilities)
 - A notice board for material authorised by the union or access to staff notice boards for material authorised by the union

- Workplace conference or meeting facilities, where available, for meetings with members, as negotiated between local management and the union.
- (vii) Except for meetings called by the workplace management, travel and other costs incurred by trade union delegates in the course of the union activities will be paid for by the union.
- a. Where the trade union delegate is required to attend a meeting called by workplace management, the employer will pay for travel and/or accommodation costs, properly and reasonably incurred, as appropriate, on the same conditions as apply under Award provisions for excess fares and travelling and/or relevant policy directives.
 - b. No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee in respect of union activities covered by paid trade union leave or trade union on duty activities.
 - c. The on loan arrangements must apply strictly as negotiated and no extra claims in respect of the period of on loan must be made by the trade union or the employee.
- (viii) To be eligible for paid trade union leave or trade union on duty activities, trade union delegates are to:
- a. Provide proof of accreditation as a trade union delegate to the workplace
 - b. Participate in the workplace consultative processes, as appropriate
 - c. Follow the dispute settling procedure applicable in the workplace
 - d. Provide sufficient notice to the relevant manager of any proposed absence on authorised trade union business
 - e. Account for all time spent on authorised trade union business
 - f. When trade union leave is required, to apply for that leave in advance to their manager
 - g. Distribute trade union literature/membership forms under local arrangements negotiated between the Chief Executive and the union
 - h. Use any facilities provided by the workplace properly and reasonably as negotiated at the organisational level.
- (ix) Subject to the operational requirements of the workplace, on loan arrangements will apply to the following:
- a. Meetings interstate or in NSW of a Federal nature to which a union member has been nominated or elected by the trade union as:
 - An Executive Member
 - A member of a Federal Council
 - A member of a vocational or industry committee
 - b. Briefing counsel on behalf of a trade union
 - c. Assisting union officials with preparation of cases or any other activity outside their normal workplace at which the union delegate is required to represent the interests of the union
 - d. Country tours undertaken by a member of the Executive Council of the union
 - e. Taking up of full time duties with the union (excluding Elected Office)

- f. The following financial arrangements apply to the occasions when an employee is placed on loan to the union:
- The union or delegate or an authorised union representative who services are "on loan" to the union will continue to be paid by NSW Health.
 - NSW Health will seek reimbursement from the union at regular intervals of all salary and associated on-costs, including superannuation.
 - Agreement with the union on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive and the union.
- g. On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- h. On loan arrangements may apply to full time or part time employees and are to be kept to the minimum time required. Where the union needs to extend an on loan arrangement, it shall approach the Chief Executive in writing for an extension of time. This must be well in advance of the expiration of the current period of on loan arrangement.
- i. If the Chief Executive and the union cannot agree on the on loan arrangement, the matter may be referred to the Secretary, NSW Health for determination.
- (x) The Responsibilities of the trade union in respect of trade union activities are to:
- a. Provide written advice to the Chief Executive about a union activity to be undertaken by a trade union delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity.
 - b. Meet travelling, accommodation and any other costs incurred by the trade union delegate, except as provided in clause 43(xii)(c).
 - c. Pay promptly any monies owing to the workplace under a negotiated on loan arrangement.
 - d. Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management.
 - e. Apply to the Chief Executive well in advance of any proposed extension to an on loan arrangement.
 - f. Assist the workplace management in ensuring that time taken by the trade union delegate is accounted for and any facilities provided are used reasonably and properly.
 - g. Advise of any leave taken by the trade union delegate during the on loan arrangement
- (xi) Where time is required for trade union activities in accordance with this clause the responsibilities of the workplace management are to:
- a. Release the trade union delegate from duty for the duration of the trade union activity, as appropriate and, where necessary, to allow for sufficient travelling time during the ordinary working hours.
 - b. Advise the trade union delegate of the date of the next induction session for new employees in sufficient time to enable the trade union to arrange representation at the session.
 - c. Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management.

- d. Where possible, provide relief in the position occupied by the trade union delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management.
- e. Re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the trade union delegate is rostered off duty on the day they are required to perform trade union activities or is on an allocated/additional day off duty.
- f. Continue to pay salary during an on loan arrangement negotiated with the union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply.
- g. Verify with the union the time spent by a trade union delegate on union business, if required.
- h. If the time and/or the facilities allowed for trade union activities are thought to be used unreasonably and/or improperly, to consult with the union before taking any remedial action."

27. General Conditions

An employee required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts. Provided that an employee required to answer out of hours telephone calls on a relief basis shall be paid one-twelfth of the yearly telephone rental for each month or part thereof so employed.

28. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

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

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

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

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

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

(vii) Staffing Provisions

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

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

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

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

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

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

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

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

B. Adoption Leave

(i) Eligibility

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

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
 - (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987*, as amended from time to time.
- (ii) Portability of Service for Paid Adoption Leave As per maternity leave conditions.
 - (iii) Entitlement

- (a) Paid Adoption Leave

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

Paid adoption leave may be paid:

on a normal fortnightly basis; or in advance in a lump sum; or

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

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

- (b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

- (iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

- (v) Variation after Commencement of Leave

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

- (vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

- (viii) Right to Return to Previous Position As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay,

or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (vii) Right to Return to Previous Position As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their fulltime weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's fulltime hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore, the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 5, Part 2, in this Award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave, of this clause.

(d) Liability for Superannuation Contributions

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

27A. Lactation Breaks

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

29. Union Representative

An employee appointed Union Representative shall upon notification thereof in writing, to the employer, be recognised as the accredited representative of the Union and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting employees.

30. Blood Count

Those employees who are regularly required to assist and/or work with a radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic X-ray machines or any other form of radioactive radiators shall have blood counts carried out every three months upon making application therefore to the employer.

31. Exemptions

This Award shall not apply to members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in the Third Schedule to the *Health Services Act 1997*.

32. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory 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.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) 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.

33. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

34. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee

also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) 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 the relevant salaries Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (c) '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 the appropriate salaries Award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) 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.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) 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 Salary Packaging Policy and Procedure Manual.
- (vii) 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.
- (viii) 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.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time.

35. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in the relevant salary Awards 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 relevant Award to additional employer superannuation contributions. Such 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 33, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) 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.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) 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.
 - (b) 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
 - (c) 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 of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

- (vii) 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 (vi) above, the employer will continue to base contributions to that fund on the salary payable under the relevant salaries 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.

36. Reasonable Hours

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Award.
- (ii) 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.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

37. Induction and Orientation

The employer agrees that Orientation/Induction shall be provided to all employees covered by this Award. The employer further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

38. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act* 1996, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services

to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

39. Area, Incidence and Duration

- (i) With the exception of the clauses listed in subclause (ii) below, this Award takes effect from 1 July 2025 and shall remain in force for a period of two years.
- (ii) The Employer is in the process of updating its systems to accommodate certain changes to conditions contained in this Award. Accordingly, the following clauses shall take effect as at the date the Employer advises the Union in writing that the clauses can be implemented:

Clause 2 - Hours

Clause 3 - Roster of Hours

Clause 7 - Relieving Other Members of Staff

Clause 8 - Overtime and Recall to Work

Clause 12 - Annual Leave

Prior to this date, the equivalent provisions contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2024 shall apply.

- (iii) The allowances in the fifth column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2025 and the allowances in the sixth column in Table 1 of Part B - Monetary Rates shall apply from the first full pay period on or after (ffppoa) 1 July 2026
- (iv) This Award rescinds and replaces the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2024 published 31 January 2025 (397 I.G.590) and all variations thereof.
- (v) This Award shall apply to persons employed in classifications contained herein in the following so listed Awards, as varied or replaced from time to time, employed in the NSW Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health and Community Employees Psychologists (State) Award 2025

Health Employees Dental Officers (State) Award 2025

Health and Community Employees Psychologists (State) Award 2025

Health Employees Dental Officers (State) Award 2025

Health Employees Dental Prosthetists and Dental Technicians (State) Award 2025

Health Employees Oral Health Therapists (State) Award 2025

NSW Health Service Health Professionals (State) Award 2025, excluding diversional therapists and orthotists/prosthetists

Public Hospital Dental Assistants (State) Award 2025

Public Hospital Library Staff (State) Award 2025

Public Hospital Medical Record Librarians (State) Award 2025

Public Hospital Professional Engineers (Biomedical Engineers) (State) Award 2025

PART B**Table 1 - Rates and Allowances**

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

Item	Clause	Allowance Description	Frequency	Ffppoa 01-Jul-2025 Increase 4%, CPI 2.4% \$	Ffppoa 01-Jul-2026 Increase 4%, CPI TBC \$
1	4(i)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc.	Per Week	4.52	TBC
2	4(ii)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc.	Per Week	9.07	TBC
3	10(ii)(a)	Breakfast Allowance	Each	38.65	TBC
4	10(ii)(b)	Luncheon Allowance	Each	38.65	TBC
5	10(ii)(c)	Evening Meal Allowance	Each	38.65	TBC
6	19(i)(C)	Uniform Allowance (Prof. Asso. Staff)	Per Week	1.75	TBC
7	19(i)(d)	Laundry Allowance (Prof. Asso. Staff)	Per Week	3.46	TBC
8	8a(iv)	On call - Physiotherapists, Occupational Therapists	Per Period	11.08	11.52
8	8a(iv)	On call - Physiotherapists, Occupational Therapists	Per Week	54.75	56.94

* NB: These allowances are varied in accordance with Treasury Circular C2025-06 Meal, Traveling and Other Allowances for 2025-26, as varied or replaced from time to time.

I. TAYLOR J, *President*

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PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 377420 of 2025)

Before The Honourable Justice Taylor, President

14 October 2025

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Anti-Discrimination
5.	Conditions of Employment
6.	Rates of Pay
7.	No Extra Claims
8.	Area, Incidence and Duration

2. Definitions

"Employee" means a person employed in any Hospital or Local Health District in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act* 1997, as amended or varied from time to time.

"Local Health District" means a Local Health District constituted pursuant to section 17 of the *Health Services Act* 1997, as amended or varied from time to time.

"Ministry" means the Ministry of Health.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or other organisations deemed acceptable by the Ministry.

"Union" means the Health Services Union NSW.

3. Classifications**3.1 Dental Assistant Grade 1**

- (a) A Dental Assistant Grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Ministry to be equivalent.
- (b) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

3.2 Dental Assistant Grade 2

- (a) A Dental Assistant Grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Ministry to be equivalent.

3.3 Supervision Allowance

- (a) A dental assistant who, in addition to the normal range of duties, is required to supervise two or more dental assistants will be paid a supervision allowance. In order to be paid this allowance, the supervising dental assistant must be responsible for:
 - (i) A range of administrative tasks associated with clinical operations as required by the Health Service, and
 - (ii) The day to day supervision of staff including functions such as rostering, allocation of duties, conduct of or participation in performance reviews and input into management decisions.
- (b) The supervision allowance is to be paid as part of the employee's permanent salary, following a merit selection process. The rate of allowance paid is dependent upon the number of employees supervised and is contained in Table 1 of Part B, Monetary Rates in the Health Professionals Salaries (State) Award 2025, as varied or replaced from time to time. If an employee is required to relieve for 5 days or more in the role of the supervisor, and performs all of the duties of the supervisor, then the supervision allowance will be paid to such employee.

3.4 Dental Assistant Level 3

- (a) Dental Assistant Grade 3 means a person who is appointed to such a position and who has a co-ordinating role across either a number of clinics in a Local Health District(s) or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in clause 3.3 above.
- (b) The scope of grade 3 positions is Local Health District(s)-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.
- (c) A level 3 dental assistant will be required to do most or all of the following duties:
 - (i) Perform the usual range of dental assistant duties when required.
 - (ii) Recruitment of dental assistants.
 - (iii) Manage trainee dental assistant programs.
 - (iv) Participate in sector or area wide committees such as infection control, education, and performance improvement.
 - (v) Manage/participate in conflict resolution where required.
 - (vi) Chair dental assistant forums and meetings.
 - (vii) Mentor other dental assistants in their role as supervisors, including performance management and review processes.
 - (viii) Assist in managing safety issues.

- (ix) Manage the educational needs of dental assistants.
- (x) Manage staff relief across the sector/area.
- (xi) Prioritising of workload in conjunction with oral health practitioners.
- (xii) Co-ordinate and order all stock and consumables including: liaison with external providers, and being fully conversant with State contract processes.
- (xiii) Ensure the proper maintenance of equipment through:
 - training and monitoring of dental assistants in maintenance duties,
 - effecting minor repairs,
 - co-ordinate the repair services provided by external and internal providers, and
 - ensure contractual requirements of external providers are met.

4. Anti-Discrimination

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

NOTES -

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

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

5. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2025, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

6. Rates of Pay

Full time Dental Assistant employees shall be paid the salaries as set out in the Health Professionals Salaries (State) Award 2025, as varied or replaced from time to time.

Previous service as a Dental Assistant is to be taken into account in determining the commencing salary on employment.

7. No Extra Claims

The parties have agreed to a Memorandum of Understanding on 18 September 2025 in relation to claims impacting this Award. Consequently, this clause does not preclude the parties from pursuing arbitrated outcomes in the Industrial Relations Commission, consistent with the terms of the MOU, which can take effect as determined by the Industrial Relations Commission.

The Industrial Relations Commission recognises that other than the matters dealt with in, or contemplated by the agreed MOU, or as otherwise provided for in the *Industrial Relations Act* 1996, parties have given an undertaking not to pursue further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

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

8. Area, Incidence and Duration

- (a) This Award takes effect on 1 July 2025 and shall remain in force for a period of two years.
- (b) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award 2024 published 21 February 2025 (397 I.G. 658) and all variations thereof.
- (c) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

I. TAYLOR J, *President*

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SERIAL C10112

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

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

EA25/07 - Natural Resources Commission (Staff Agency) Enterprise Agreement 2024-2027

Made Between: Natural Resources Commission -&- employees

New/Variation: Replaces EA23/01

Approval and Commencement Date: Approved 23 December 2025 and commenced 1 July 2024

Description of Employees: The agreement applies to all non-executive employees of Natural Resources Commission located at Level 6, 52 Martin Place, Sydney NSW 2000, as defined in clause 2, Definitions and whose names are listed in clause 3 of the agreement, and to all defined staff who are employed subsequent to the commencement date of this agreement.

Nominal Term: 36 Months

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