

AMBULANCE SERVICE OF NSW DEATH AND DISABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS

1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the *Ambulance Service of NSW Death and Disability (State) Award*.
- 1.2 The intentions and commitments of this Award are to:
- 1.2.1 Provide benefits on cessation of employment in the event that an on duty or off duty injury results in the death or total and permanent disablement or partial and permanent disability of an officer.
- 1.2.2 Provide rehabilitation and retraining in the event that an on duty or off duty injury results in an officer suffering partial and permanent disability.
- 1.2.3 Agreed health and wellness program for officers.
- 1.3 This Award shall be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Index and Definitions.
- Part B - Arrangements for officers entitled to the death and disability benefits prescribed by this Award.
- Part C - Health and Wellness Program.
- Part D - Disputes, Anti-Discrimination, Leave Reserved and Area, Incidence and Duration.

2. Index

<i>Clause No.</i>	<i>Subject Matter</i>
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Coverage
5.	Contributions by Officers
6.	Other Benefits Applicable to Officers

7. Officers - Lump Sum Payments for “On Duty” Death and Total and Permanent Disability
8. Officers - Lump Sum Payments for “Off Duty” Death and Total and Permanent Disability
9. Rehabilitation and Retraining and Lump Sum Payments for Officers who suffer Partial and Permanent Disability
10. Assessment of Entitlement to Benefits
11. Health and Wellness Program
12. Grievance Mechanism
13. Anti-Discrimination
14. Award Review
15. Leave Reserved & No Extra Claims
16. Area, Incidence, Duration and Parties Bound

- Annexure A Death and Total and Permanent Disability Benefits Payment Scale
 Annexure B Partial and Permanent Disability Benefits Payment Scale
 Annexure C Components of ‘Salary’
 Annexure D Ambulance Service of NSW Health and Wellness Program.

3. Definitions

“actuary” means an actuary appointed by the Ambulance Service.

“the Service” means the Ambulance Service of NSW, a Division of the NSW Health Service, as established by the *Health Services Act 1997*.

“estate” of a person means the property and affairs of the person.

“a superannuation scheme” means the First State Super superannuation scheme that provides on duty additional coverage for death, total and permanent disability, and partial and permanent disability. This also means the separate scheme that provides for off duty injury coverage for death, total and permanent disability, and partial and permanent disability.

“off duty injury” means any personal injury or disease which is not an on duty injury.

“officer” means an employee in a classification for which it is an essential requirement that they possess, or undertake the Diploma in Paramedical Science (or an equivalent, or its predecessor qualification) This is confined to classifications under Clause 5 Classifications of the *Operational Ambulance Officers (State) Award* and Clause 4 Definitions of the *Operational Ambulance Managers (State) Award*, but excludes temporary and casual employees of both Awards. For the purpose of this award, Ambulance Service positions designated as Patient Transport Officer Manager and Hospital Liaison Officer are included in the definition of officer at the operative date of this Award.

“on duty injury” means an injury arising out of or in the course of employment (including a disease which is contracted by an officer in the course of their employment) in such circumstances as would, if the officer were a worker within the meaning of the *Workers Compensation Act 1987*, entitle the officer to compensation under the terms and provisions of the Act.

“partial and permanent disability” means the officer’s cessation of employment was substantially due, to the permanent physical or mental disability of the officer (not caused by any act or default of the officer intended to produce an injury leading to that disability) and the officer is, when the officer

ceases to be employed by the Service, permanently unable, by reason of that disability, to perform the duties of the position for which the officer was substantively employed

“salary” means for officers covered by the *Operational Ambulance Officers (State) Award* the base salary prescribed by that award (including allowances regarded as part of salary for the purposes of that award) plus 20% for employees under the *Operational Ambulance Officers (State) Award* and salary plus 3% for employees under the *Operational Ambulance Managers (State) Award*. The award components that make up “salary” are contained in the schedule at Annexure C. In the case of officers employed on a full time basis, lump sum benefits payable under this Award utilising a salary component shall utilise the salary as defined above. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service covered. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.

“State Authorities Superannuation Scheme” (“SASS”) means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

“State Authorities Non-contributory Superannuation Scheme” (“SANCS”) means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

“State Superannuation Scheme” (“SSS”) means the superannuation scheme established under the *Superannuation Act 1916*.

“suitable employment” means the same as the definition in Section 43A of the *Workers Compensation Act 1987*.

“total and permanent disability” means:

- a) An officer suffers the loss of:
 - the use of two limbs, or
 - the sight of both eyes, or
 - the use of one limb and the sight of one eye
where limb is defined as the whole hand or the whole foot: or
- b) An officer working 15 hours each week or more
The officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the officer unlikely to ever engage in any gainful profession, trade or occupation for which the officer is reasonably qualified by reason of education, training or experience.
- c) An officer working less than 15 hours each week
The officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the officer being unable to undertake any two of the activities listed below:
 - i) Bathing – to shower or bathe
 - ii) Dressing – to dress or undress
 - iii) Toileting – to use the toilet including getting on or off
 - iv) Feeding – to eat and drink
 - v) Mobility – to get in or out of his/her wheelchair

- vi) Contenance – to control bladder and bowel function

If the officer can perform the activity on his/her own by using special equipment the officer is not to be considered unable to perform the activity.

“Union” means HSUeast.

PART B – ARRANGEMENTS FOR OFFICERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD

4. Coverage

- 4.1 This Award applies to all officers with the following exceptions:
 - 4.1.1 Members of the State Superannuation Scheme; and
 - 4.1.2 To the extent identified in Clause 4.2, members of SASS who have Additional Benefit Cover and who do not elect to be covered for the Death and Total and Permanent Disability benefits under this Award.
 - 4.1.3 Officers aged 65 years and over.
- 4.2 Officers who are members of SASS who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award will not be entitled to the benefits of this Award in relation to Death and Total and Permanent Incapacity. However, such officers will still be entitled to benefits covered by this Award with respect to Partial and Permanent Disability.
- 4.3 Subject only to sub-clause 4.1, this Award applies to all officers employed on or after the operative date of this award. Officers must have been at work on or after that date performing normal duties for a continuous period of not less than 30 days to be eligible for benefits payable under this award in respect of pre-existing injuries or diseases.

Transitional Arrangements

These arrangements also apply to officers at work at the operative date of this award who are participating in a Return to Work Program or who return to work after that date and participate in a Return to Work Program.

5. Contributions By Officers

- 5.1 Officers who are eligible for coverage under this Award, subject to sub clauses 5.2, 5.3, 5.4, 5.5, 5.6 and clause 14, shall contribute 1.8 percent of their salary to the Service.
- 5.2. Officers who are contributors to SASS but who do not contribute to SASS for Additional Benefit Cover shall contribute 1.8 percent of their salary to the Service.
- 5.3 Officers who are contributors to SASS and who contribute for Additional Benefit Cover and who elect to relinquish that cover shall contribute 1.8 percent of their salary to the Service.
- 5.4 Officers who:

5.4.1 are contributors to SASS; and

5.4.2 contribute to SASS for Additional Benefit Cover; and

5.4.3 elect not to relinquish that additional benefit cover;

will contribute 0.88% of their salary to the Service and will be entitled to receive the benefits prescribed by this award in relation to partial and permanent disability. The only benefits prescribed by this award to which the officer shall be entitled are the benefits applicable in relation to partial and permanent disability. Officers who exit Additional Benefit Cover will contribute in accordance with clause 5.2 or 5.5.

5.5 Officers who are aged 60 and up to 65 years shall contribute 0.92% of their salary to the Service. This reduced contribution is due to the cessation of partial and permanent disability benefits from age 60. Officers who are aged 65 years and over are not covered by this Award (see clause 4.3.1).

5.6 The contributions prescribed by this Award in relation to officers who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.

5.7 Notwithstanding the provisions of the *Operational Ambulance Officers (State) Award* or the *Operational Ambulance Managers (State) Award*, an officer who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the officer's contribution, unless they elect to contribute in a different manner. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the officer would have received in the event that no salary sacrifice had been applicable. This contribution is not an eligible benefit for salary packaging purposes.

5.8 The provisions of this subclause are subject to the *State Authorities Superannuation Act 1987* or Regulations being amended so as to permit officers who are contributors to SASS and who contribute for Additional Benefit Cover to elect, on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover. An officer who is a contributor to SASS and who contributes for Additional Benefit Cover shall make an election as provided for by this clause in the time frame specified by the Amendments to the Act or Regulations.

5.9 In the event that an officer dies or employment ceases due to illness or injury prior to having had an opportunity to make an election pursuant to this subclause he/she shall be entitled to be paid the benefits pursuant to this award less any benefit payable under the Additional Benefit Cover from SASS.

5.10 An officer on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.

5.11 Contributions of permanent part time officers will be based on their part time salary as defined by this Award.

6. Other Benefits Applicable to Officers

The benefits conferred upon officers by this Award shall be in addition to any superannuation benefits that may be payable to officers and any payments under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* as varied from time to time.

7. Officers - Lump Sum Payments for “On Duty” Death and Total and Permanent Disability

- 7.1 Officers who contribute for death and total and permanent disability coverage under clause 4 shall be entitled to a lump sum payment in accordance with Schedule A to this Award in the event that an on duty injury results in an officer’s death or an officer suffering total and permanent disability. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.
- 7.2 Entitlements under clause 7.1 in the event of an officer’s death will be paid in accordance with the scheme’s trust deed.
- 7.3 For the purposes of this clause, an officer’s age shall be his/her age at the time of disablement.

8. Officers – Lump Sum Payments for “Off Duty” Death and Total and Permanent Disability

- 8.1 Officers who contribute for death and total and permanent disability coverage under clause 4 shall be entitled to a lump sum payment in accordance with the scale set out in clause 8.3 in the event that an off duty injury results in their death or total and permanent disability. Any such lump sum payment will be at the rate effective at the date of disablement.
- 8.2 For the purposes of this clause, an officer’s age shall be his/her age at the time of his/her death or at the date of disablement or at such earlier date as may be determined by the parties in accordance with clause 12.1.
- 8.3 Entitlements under clause 8.1 in the event of an officer’s death will be paid in accordance with the scheme’s trust deed.

Age	Lump Sum 10-Nov- 2006	Lump Sum 25-Sep- 2007	Lump Sum 01-Jul- 2008	Lump Sum 13-Sep- 2008	Lump Sum 04-Jul- 2009	Lump Sum 03-Jul- 2010	Lump Sum 02-Jul- 2011	Lump Sum 14-Jul- 2012
Less than 61 Year of Age	260,000	\$270,400	\$277,160	\$293,790	\$301,135	\$313,180	\$325,707	\$338,410
At age 61 to < 62 yrs	208,000	\$216,320	\$221,728	\$235,032	\$240,908	\$250,544	\$260,566	\$270,728
At age 62 to < 63 yrs	156,000	\$162,240	\$166,296	\$176,274	\$180,681	\$187,908	\$195,424	\$203,046
At age 63 to < 64 yrs	104,000	\$108,160	\$110,864	\$117,516	\$120,454	\$125,272	\$130,283	\$135,364
At age 64 to < 65 yrs	52,000	\$54,080	\$55,432	\$58,758	\$60,227	\$62,636	\$65,141	\$67,681

- 8.4 The Lump Sum amounts prescribed by sub clause 8.3 shall be increased in accordance with general increases in salaries prescribed by the *Operational Ambulance Officers (State) Award* or the *Operational Ambulance Managers (State) Award*.

**9. Rehabilitation, Retraining and Lump Sum Payments for Officers
Who Suffer Partial and Permanent Disability**

- 9.1. The lump sum payments prescribed by this clause are payable to officers. In order to be entitled to a benefit pursuant to this clause, an officer must engage in the provisions outlined within this clause.
- 9.2 There is a mutual obligation on both the Service and the injured officer to identify suitable employment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable employment made by the Service, which may include transfer to another location. A failure to accept one of three offers of suitable employment will jeopardise any benefits or entitlements payable under this Award and may result in termination of employment.
- 9.3 An officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with the Service's Policy and Procedures for the Management of Return to Work, leading to a return to pre-injury employment wherever possible.
- 9.3.1 Where a return to pre-injury employment is not possible, as determined by a medical assessor contracted by the Service, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought.
- 9.3.2 If permanent placement in suitable employment within the Service is not possible the employment of the officer may be terminated. In such circumstances the officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Annexure B to this Award.
- 9.4 An officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with the Service's Policy and Procedures for the Management of Return to Work for non work related injuries/illness, leading to a return to pre-injury employment wherever possible. No medical or rehabilitation costs will be met by the Service for off duty injuries.
- 9.4.1 Where a return to pre-injury employment is not possible as determined by the medical assessor, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought wherever reasonably practical. Suitable employment can include redeployment to an administrative position.
- 9.4.2 If permanent placement in suitable employment within the Service is not possible the employment of the officer may be terminated and, in such circumstances, the officer shall be paid a lump sum payment equivalent to the unexpired portion of the two year full salary or full salary to age 60 (whichever is the lesser). In the case of permanent part time officers, the entitlements under this sub clause are calculated on a pro rata basis. The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.

- 9.5 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every officer who suffers partial and permanent disability to be placed in suitable employment with the Service, wherever reasonably practical.
- 9.6 An adequate opportunity will be given to the officer concerned and the Union (unless the officer expressly declines to agree to the Union being informed) to consider the –Service’s opinion that no suitable employment is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to cessation of employment. Such opportunity will also be given in situations where it is disputed that any alternate employment is genuinely suitable. Suitable employment does not include employment that is merely token in nature and does not involve useful work in relation to the activities of the Service, or is demeaning in nature having regard to the officer’s incapacity and pre-injury employment, age, education, skills and work experience. The officer’s place of residence will also be considered when determining suitable employment.

10. Insurance and Assessment of Entitlement to Benefits

- 10.1 The Union acknowledges that the Service will establish, with First State Super, a superannuation scheme to pay the lump sum benefits prescribed by clause 7 of this Award, and that the Service will establish a separate scheme to pay the benefits prescribed by clause 8 of this Award. The Governments contribution to the costs of the superannuation scheme and the separate scheme (under clause 8) is limited to 3.6% of salaries as prescribed in Clause 14 Award Review.
- 10.2 The Service shall deduct the contributions that officers are required to make pursuant to this clause from their salaries.
- 10.3 The Service shall contribute to a superannuation scheme such sum as required to meet the cost of the insurance premiums to fund death and total and permanent disability benefits.
- 10.4 The Service shall administer a scheme for the payment of benefits payable under this Award for partial and permanent disability.
- 10.5 The Service will meet the entitlement pursuant to clause 7 and clause 8 for death and total and permanent disability benefits in the following circumstances:
- 10.5.1 Injuries or death in the period from the operative date of this award to the operative date of a superannuation scheme;
 - 10.5.2 Members covered by the transition arrangements in Clause 4;
 - 10.5.3 On duty overseas deployments to countries not covered by the insurer, pursuant to clause 7 only.
- 10.6 Members can only receive one benefit either a “partial and permanent disability benefit” or “total and permanent disability benefit”. An employee will be required to sign a deed of undertaking when making a claim for benefits for partial and permanent disability. This deed ensures that any benefits obtained under partial and permanent disability will be repaid to the Service should the employee be successful in claiming total and permanent disability.

- 10.7 Entitlement to benefits to be provided by the Service pursuant to this Award shall be assessed by the assessment provider, engaged by the Service. Any dispute can be initially assessed in accordance with clause 12 of this award.
- 10.8 Entitlement to receive a lump sum benefit from the First State Super insurance superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super superannuation scheme's Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance superannuation scheme the matter may be referred the Superannuation Complaints Tribunal. Disputes may also be addressed through the Grievance Mechanism in clause 12.
- 10.9 Lump sum benefits payable under this Award shall be calculated utilising the salary as defined in this Award. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.
- 10.10 An officer otherwise entitled to benefits provided by this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action that may lead to removal from the Service. However, if;
- 10.10.1 the initiation of or conduct of such disciplinary action by the Service was not reasonable; or
- 10.10.2 the officer is not ultimately removed from the Service as a consequence of the disciplinary action,

then the officer shall continue to be eligible to claim benefits for such injury.

PART C - HEALTH AND WELLNESS

11. Health and Wellness Program

- 11.1 A Health & Wellness Program will be developed in accordance with the principles set out in Annexure 'D' and will operate as follows:-
- 11.1.1 Officers shall be required to undertake a Health Assessment by an independent Health Assessment Provider every 3 years at a time and location directed by the Service.
- 11.1.2 Attendance at a nominated Health Assessment Provider for the purpose of having a Health Assessment will occur in, or be considered, work time. If transportation is not provided by the Ambulance Service to attend the Health Assessment, reimbursement of all reasonable transport costs will be made to the officer attending.
- 11.1.3 The cost of Health Assessments conducted as part of this program, along with all other aspects of the Health and Wellness Program (as contained in Annexure 'D')

unless otherwise stated, will be met by the Service. This includes any referrals for other assessments arranged by the service provider for the purposes of determining occupational health risk. This does not include the cost of general assessment and treatment for non-compensable illnesses or injuries.

11.1.4 Officers will receive a confidential and comprehensive assessment report outlining clinical findings, providing comparative data and recommended health interventions, including referrals where indicated. All assessment information will remain private and confidential consistent with the (NSW) Health Records and Information Privacy Act 2002. The employee will forward to the Service information in relation to the officer's fitness for duty (fit for work without restriction; fit for work with restriction; not fit for work).

11.2 The Health & Wellness Program, including a comprehensive program designed to support officers in their efforts to improve personal health outcomes (in accordance with the principles set out in Annexure 'D'), will commence to be implemented on and from July 1, 2010.

11.3 Nothing in the Health & Wellness Program shall give rise to any additional payment, allowance or any other financial benefit to any officer. The Support Program shall not give rise to any additional leave entitlements to any officer.

11.4 Officers who do not comply with the Health Assessment Program contained within the Health and Wellness Program may jeopardise any benefits that may accrue to them under this Award referable to that non-compliance.

PART D - GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND

12. Grievance Mechanism

12.1 A committee will be formed comprised of representatives of the Union and the Service to consider grievances that arise from the application of this award. The Union, the Service or individual employees may refer such matters to the committee.

12.2 With the exception of the procedures outlined in clause 10.8 of this Award, if an issue gives rise to a dispute it shall be dealt with in accordance with the issue resolution procedures in *Operational Ambulance Officers (State) Award* and the *Operational Ambulance Managers (State) Award*.

12.3 Any disputes arising under this award may be referred to the Industrial Relations Commission of New South Wales.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 13.2 It follows that in fulfilling their obligations under clause 12 of 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 effect. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

14. Award Review

- 14.1 There will be regular actuarial and financial reviews conducted on this death and disability scheme. The first of these reviews will coincide with the next review of the Police death and disability scheme as provided for in the *Crown Employees (Police Officers Death and Disability) Award*. Subsequent reviews will be no longer than each 3 years thereafter.
- 14.2 The benefits, rehabilitation and administrative costs for injury provided under this Award are based on actuarial and financial estimates with the long term cost to Government being 3.6% of salaries as defined by this Award. If the results of the triennial actuarial and financial review referred to above or if in any 12 month period:

14.2.1 the insurance premium quoted for the next 12 months, and/or

14.2.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and the Service, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the benefits and/or the officer contributions of the scheme. Appropriate steps will then be taken by the parties to implement a revised scheme that maintains a maximum cost to Government of 3.6% of salaries.

15. Leave Reserved & No Extra Claims

- 15.1 Leave is reserved to the parties generally to apply as they may be advised in respect of any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur.
- 15.2 Leave is reserved to the parties to apply as they may with respect to coverage where officers contribute to NSW Government subsidised superannuation schemes which includes commensurate levels of benefits for death and permanent disability.

- 15.3 Leave is reserved for the Union to apply as it may in respect of extending the definition of officer in clause 3 Definitions of this Award to Patient Transport Officer under the *Operational Ambulance Officers (State) Award*.
- 15.4 Leave is reserved for the Ministry of Health and the Service to apply as they may for arbitration of the Health and Wellness Program under clause 11 Health and Wellness Program of this Award.
- 15.5 Leave is reserved to the parties to apply as to whether Temporary and Casual Officers should be covered by the provisions in whole or part of this Award.
- 15.6 The parties agree that there will be no extra claims made during the life of this Award, except as expressly provided for in this Award.

16. Area, Incidence, Duration and Parties Bound

- 16.1 This Award shall apply to all officers as defined in clause 3, Definitions, who are employed by the Ambulance Service.
- 16.2 This Award shall be binding upon the Union and the Ambulance Service.
- 16.3 The changes made to the award are pursuant to the Award Review and to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 19 March 2012.
- 16.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

ANNEXURE A

BENEFITS FOR ON DUTY DEATH AND TOTAL AND PERMANENT DISABILITY

The lump sum benefits shown in the table below would be payable from the First State Super insurance superannuation scheme. The total and permanent disability benefit would be payable to the officer while the death benefit would be payable in accordance with the scheme's trust deed. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death Or Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

ANNEXURE B

ON-DUTY PARTIAL AND PERMANENT DISABILITY BENEFITS PAYMENT SCALE

Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

ANNEXURE C

OPERATIONAL AMBULANCE OFFICERS

<u>Components of 'Salary'</u>		<u>Components of 20%</u>	
<u>Base Salary</u>		<u>Penalties</u>	
<u>Code</u>	<u>Code Long Description</u>	<u>Code</u>	<u>Code Long Description</u>
072	A:Workers Compensation	15/	Higher Grade Duties
916	B:Operations Centre Allowance	646	A:Disurbance - Relocation - no set \$
916C	B:Operations Centre Allowance	912	B:On Call Weekly Rate
917	B:Paramedic Allowance	913	B:On Call Daily Rate
918	B:Advanced Life Support Allowance	913A	B:On Call Daily Rate (Admin -ANSW)
919	B:Broken Hill Advanced Life Support	934	T:Climatic/Isolation Time/Half Zone
920	B:Broken Hill Paramedic Allowance	945	B::Living Away From Home Allowance
921	B:Broken Hill Ambulance Studies	945A	B:Living Away From Home Allowance
923	B:Broken Hill Allowance		
937	B:Ambulance Specialist Allowance	21	Penalties 10%
937S	B:Ambulance SCAT Allowance	22	Penalties 12.5%
938	B:Standby Rescue Allowance	23	Penalties 15%
941	B:Duty Operations Centre Allow	26	Penalties 50% Saturday
942	B:Ambulance Studies Certificate	27	Penalties 75% Sunday
944	B:Operations Centre Standby Allowance	28	Penalties Public Holiday 50%
01	Normal	29	Additional Public Holiday 100%
04	Sick Leave	30	Penalties Public Holiday 150%
06	Annual Leave	37	Public Holiday Normal Pay
06A	Additional 1 week Annual Leave	40	Higher Grade Duty
09	Extra Leave	41	Penalties 100%
11	Long Service Leave	80	HGD Penalties 10%
16	Time In Lieu	81	HGD Penalties 12.5%
17	Workers Compensation	82	HGD Penalties 15%
39	Allocated Day Off	85	HGD Penalties 50% Saturday
52	Family & Community Leave/Comp	86	HGD Penalties 75% Sunday
57	Maternity Leave	87	HGD Penalties Public Holiday 50%
58	Maternity Leave 1/2 Pay	93	HGD Penalties 100%
63	Special Leave	104	Crib Penalties <12 hr Shift
64	Study Leave	141	Crib Penalties – Break 1
68	Trade Union Leave	142	Crib Penalties – Break 2

SUPERINTENDENTS AND OPERATIONAL MANAGERS

<u>Components of Salary - Superintendents</u>		<u>Components of 3%</u>	
<u>Base Salary</u>		<u>Penalties</u>	
<u>Code</u>	<u>Code Long Description</u>	<u>Code</u>	<u>Code Long Description</u>
01	Normal	28	Penalties Public Holiday 50%
04	Sick Leave	29	Additional Public Holiday 100%
06	Annual Leave	30	Penalties Public Holiday 150%
09	Extra Leave	40	Higher Grade Duty
11	Long Service Leave	87	HGD Penalties Public Holiday 50%
16	Time in Lieu	945	B:Living Away From Home Allowance
17	Workers Compensation	157A	Higher grade Duties
39	Allocated Day Off	945A	B:Living Award from Home Allowance
52	Family & Community Leave/Comp		
57	Maternity Leave		
58	Maternity Leave ½ pay		
64	Study Leave		
68	Trade Union Leave		
072	A:Workers Compensation		
633	Special Leave		

ANNEXURE D

Ambulance Service of NSW Health and Wellness Program

Objectives

- To promote health and wellness of ambulance officers and to assist them in meeting the occupational requirements of their job.
- To provide practical support, education and assistance to ambulance officers through structured health and wellness programs.

Benefits for the Ambulance Officer

- A compulsory health assessment every 3 years or as recommended on medical advice
- A comprehensive individual report
- Access to individual health and wellness counselling sessions
- Access to health and wellness resource materials
- Identification of negative lifestyle habits and risks
- Identification of some medical conditions
- Early intervention and management of medical conditions
- Health statistics over the lifetime of career as an ambulance officer
- Decreased risk of death, injury or disability from disease
- Increased ability to cope with the physical and emotional stresses of ambulance officer duties
- Heightened job performance and satisfaction.

General benefits for the Ambulance Service

Supplementary to saving lives, improving performance and achieving compliance with Occupational Health and Safety legislation and Australian and International Standards, it is anticipated that the *Health and Wellness Program* will make a significant positive contribution to:

- the number and cost of worker's compensation and death and disability claims
- the number and cost of rehabilitation cases
- payroll costs due to sick or injured workers
- identification of negative health factors (work-related or other) for the Ambulance Service.

Outcomes

- A healthy and fit workforce.
- Increased capacity to cope with the physical and psychological demands of ambulance officer duties.
- Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.
- Compliance with relevant Occupational Health and Safety legislation and Australian Standards.
- Identification and analysis of trends for the purpose of developing ambulance officer-specific health and safety interventions.

Focus Areas

- *Support Program* - Introduction of a comprehensive program designed to support ambulance officers in their efforts to improve personal health outcomes.
- *Health Assessment Program* – Introduction of an ambulance officer-specific health assessment program designed to identify significant health issues.

Principles

- Broad consultation with all stakeholders in the development and delivery of programs is critical to success.
- Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.
- Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.
- Long term ‘capacity building’ will prolong and multiply health gains for both ambulance officers and the Ambulance Service.

Key Strategies

Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (eg. health/wellness and return to work professionals), related systems and procedures (eg. data management, pathways for rehabilitation), resources (eg. educational materials), and coordinated links with other relevant agencies and initiatives (eg. NSW Police WellCheck Program, NSW Fire Brigades Health and Fitness Program).

Education

Increase awareness and understanding of general and ambulance officer-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to ambulance officer performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc).

Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a ‘healthy’ organisational culture). Focus on provision of healthy lifestyle education. This strategy should also include identifying and encouraging the development of healthy non-work environments (eg. social sport participation; physically active families).

Monitoring/Evaluation

Monitor health outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (eg. physical activity patterns), monitoring of injury and illness trends, participation rates for health and wellness activities, and periodic health assessment and ‘Return to Work’ program outcomes.

Health Assessment Program

The implementation of the Health Assessment Program will help to ensure:

- that ambulance officers are medically and physically capable of performing their required duties
- that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions
- that the Ambulance Service satisfies its statutory obligations under all relevant legislation
- the provision of current and accurate health/medical information for the purposes of resource allocation and planning

The Health Assessment Program will include:

- Lifestyle questionnaire and occupational history (including exposures);
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
- Pathology testing (general health markers; eg lipid profile, blood glucose level);
- Urinalysis;
- Spirometry (lung function);
- Vision (near and distant);
- Audiometry (hearing) as indicated;
- Cardiac Risk Profile (risk score based on Framingham study);
- Other medical assessments as indicated (eg. cardiac stress test based on high Cardiac Risk Profile score).

Wherever possible, the Health Assessment will be conducted by nominated Health Assessment Providers (wherever possible, WorkCover or Civil Aviation Safety Authority authorised medical providers). In some isolated rural locations, it may be necessary to have the Health Assessment conducted by a local medical practitioner. Where there are a number of Providers in the sector, employees can nominate the Provider of their choice. In most cases, an assessment once every three years should be adequate but, in cases of identified health risk, they may be scheduled more frequently dependent on the health risk as advised by the Health Assessment Provider.

The cost of Health Assessments conducted as part of this program, along with all other aspects of the Health and Wellness Program (as contained in this Annexure) unless otherwise stated, will be met by the Ambulance Service. This includes any referrals for other assessments arranged by the service provider for the purposes of determining occupational health risk. This does not include the cost of general assessment and treatment for non-compensable illnesses or injuries.

Attendance at a nominated Health Assessment Provider for the purpose of having a Health Assessment will occur in or be considered work time. The Ambulance Service will determine the time of the appointment. If transportation is not provided by the Ambulance Service to attend the Health Assessment, reimbursement of all reasonable transport costs will be made to the Ambulance Officer attending.

Ambulance officers will receive a confidential and comprehensive assessment report outlining clinical findings, providing comparative data and recommended health interventions, including referrals where indicated. All assessment information will remain private and confidential consistent with the (NSW) *Health Records and Information Privacy Act 2002*. The employee will forward to the

Ambulance Service information in relation to the ambulance officer's fitness for duty (fit for work without restriction; fit for work with restriction; not fit for work).

Whilst the aim of the Support Program is to provide general health and wellness interventions, ambulance officers may make arrangements to discuss the results of the assessment with Ambulance Service personnel with a view to developing more focussed interventions.

The Ambulance Service shall not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation System.

Where a medical issue is identified during the assessment, the health risk will be assessed against the inherent requirements of the job that the ambulance officer is required to do (safety critical). The Health Assessment Provider will discuss the issue with the ambulance officer to work out the best course of medical management and, in the vast majority of cases it is anticipated that there will be no need for the officer to be taken off duty. In some cases minimal work restrictions may be required, or temporary suitable duties found (where practical) whilst they progress through the 'Return to Work Program' (refer to the *NSW Ambulance Service Return to Work Policy* for further information about this process).

To guide the risk assessment process, the Ambulance Service will publish medical guidelines reflective of national and international standards for emergency service workers. The medical guidelines will be reviewed and updated regularly consistent with emerging medical evidence.

Support Program

The aim of the Support Program is to provide general health and wellness interventions. The Support Program may also provide services that complement the Ambulance Service 'Return to Work' process. Program services may include:

- health and wellness counselling and advice;
- lectures and seminars on health and wellness related topics; and
- health and wellness resource material.