

Exposure Draft–Ambulance and Patient Transport Industry Award 2015

The Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
9 October 2014	Correct errors	20.2
6 November 2014	Remove text prepared be Booth DP (current award provisions reinserted)	6, 7, 14, 15, Schedule E
2 February 2015	Incorporate changes resulting from [2014] FWCFB 9412	1.2, 2 ,5, 10.6, 14.2, 15, 16, 17, 18, 19, 20, 21, Schedule D, Schedule E
9 September 2016	Incorporate further changes resulting from [2014] FWCFB 9412	1.6 and 3.5
	Incorporate changes agreed by the parties in Joint response by parties filed 6/03/15 .	1.4, 6.4, 7, 8.4, A.1.3
	Incorporate changes resulting from [2015] FWCFB 3023	15.2
	Incorporate changes resulting from [2015] FWCFB 4658	1, 10, 15, Schedule B, Schedule E
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579885 and PR579605	10, 11, Schedule B, Schedule C
	Incorporate changes resulting from PR580863	Schedule D
	Incorporate changes resulting from PR582960	15, Schedule F, Schedule G
	Incorporate changes resulting from PR573010	15.7

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is be deleted.

EXPOSURE DRAFT

Ambulance and Patient Transport Industry Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Ambulance and Patient Transport Industry Award 2010*** (the Ambulance award) as at 5 September 2014. This exposure draft does not seek to amend any entitlements under the Ambulance award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/65](#). Additionally a number of common issues are being dealt with by

the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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DRAFT

Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Ambulance and Patient Transport Industry Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 ~~Schedule D~~ ~~Schedule C~~ ~~Schedule E~~—Definitions sets out definitions that apply in this award.
- 1.5 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

1.6 inserted in accordance with para [16] of [\[2014\] FWCFB 9412](#)

- 1.6 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

- 3.1 This industry award covers any employers throughout Australia in the ambulance and patient transport industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 3.2 The **ambulance and patient transport industry** means the provision of ambulance and patient transport services and ambulance and patient transport education and training.
- 3.3 This award does not cover an employer bound by any of the following awards:

1.1 amended in accordance with para [4] of [\[2015\] FWCFB 4658](#)

- (a) *Aged Care Award 2014 2015*;
- (b) *Health Professionals and Support Services Award 2014-2015*;
- (c) *Medical Practitioners Award 2014-2015*;
- (d) *Nurses Award 2014-2015*; or
- (e) *Social, Community, Home Care and Disability Services Industry Award 2014 2015*.

3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

Note deleted in accordance with para [29] of [\[2014\] FWCFB 9412](#)

~~NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.~~

3.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

4. Award flexibility

4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the

employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

4.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a) subject to four weeks' notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
8.1(d)	Ordinary hours of work and roster cycles	
9.2(a)	Paid crib time	An individual
10.9(c)	Relieving duties	An individual or the majority of employees
14.4(a)	Time off instead of payment for overtime	An individual
18.3	Substitution of public holidays	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

6.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. This decision will then be recorded in a time and wages record.

6.3 Full-time employees

(a) A full-time employee is an ongoing employee engaged to work an average of 38 ordinary hours per week.

6.4 Part-time employees

(a) A part-time employee:

(i) is engaged to work less than 38 ordinary hours per week or less than an average of 38 hours per week over a roster cycle;

(ii) has a regular pattern of work specifying the hours and days of the week to be worked;

(iii) has specified daily commencement and finishing times; and

(iv) receives remuneration, leave and other paid entitlements, on a pro rata basis to a full-time employee employed for 38 hours per week for that classification, according to the number of hours worked.

(b) At the time of engagement, the employer and the part-time employee will agree in writing on the hours to be worked each day, the days to be worked and the actual starting and finishing times each day.

(c) Any agreed variation to the regular pattern of work will be recorded in writing.

(d) The minimum shift length for a part-time employee will be four consecutive hours.

(e) All time worked in excess of the hours specified in accordance with clause 6.4(b) will be overtime and paid in accordance with clause 14—Overtime of this award.

6.5 Casual employees

(a) A casual employee is an employee who is engaged and paid as a casual employee.

(b) On each occasion a casual employee is required to attend work the employee will be paid for a minimum of three hours' work, except by agreement between the employer and the employee.

(c) **Casual loading**

For each ordinary hour worked, a casual employee must be paid:

(i) the ordinary hourly rate; and

(ii) a loading of:

- 25% of the ordinary hourly rate for all work on weekdays;

- 75% of the ordinary hourly rate for all work on Saturdays and Sundays; and
- 100% of the ordinary hourly rate for all work on public holidays.

for the classification in which they are employed.

- (d) The casual loadings in clause 6.5(c) are paid instead of any weekend or public holiday rate that would otherwise apply.
- (e) Casual employees are not entitled to accumulated days off (ADOs), paid personal leave/carer's leave and compassionate leave, parental leave (except for an eligible casual), annual leave, public holidays, notice of termination or redundancy pay.

7. Classifications ~~and training plans~~

- 7.1 Classification definitions are set out in Schedule A—Classification Definitions. An employee must be employed in a classification in Schedule A.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours and roster cycles

- (a) The ordinary hours of work for a full-time employee are 38 hours per week or an average of 38 hours per week spread over the employee's roster cycle.
- (b) The ordinary hours of work for a part-time employee will be in accordance with clause 6.4.
- (c) For the purposes of clause 8, the working week will commence at midnight on a Sunday.
- (d) Subject to mutual agreement, employees may work ordinary hours on a 10/14 roster arrangement.

8.2 Additional leave / accrued days off

- (a) An employer may roster an employee to regularly work 40 ordinary hours per week, in which case the employee is entitled to either:
 - (i) 12 days' paid leave for each year of such work, to be added to the employee's annual leave; or
 - (ii) one accrued day off (ADO) in each four week period in accordance with the roster. ADOs are to be taken with the employee's normal rostered day(s) off (RDO(s)).
- (b) An employer and an employee may only change the employee's ADO by mutual agreement.

- (c) Where an employee's ADO falls on a public holiday, another ADO will be determined by the employer to be taken instead. This alternative ADO will be taken within the same four week cycle where practical.

8.3 Maximum consecutive shifts

- (a) No employee will be required to work shifts on more than 10 consecutive shifts without 24 hours off duty.
- (b) Any employee who agrees to work shifts on more than 12 consecutive shifts without 24 hours off duty, will be paid for the 13th shift and any further consecutive shifts worked, at 300% of the ordinary hourly rate until 24 hours off duty is provided. For the purposes of clause 8.3(b), the employee is not taken to work a further shift where the employee works for up to one hour beyond the finishing time of their normal rostered shift for the purpose of completing a case which commenced during that shift.

8.4 Rosters

- (a) Hours of duty ~~will~~ may be worked Monday to Sunday in accordance with rosters.
- (b) Rosters must be posted in a conspicuous place at each workplace. For full-time and part-time employees, rosters must show periods of duty of 28 days and be posted at least 28 days in advance of the roster commencing.
- (c) The employer will, wherever practicable, exhibit rotating rosters.
- (d) Rosters will show:
 - (i) starting and finishing times and time off, on a continuing basis;
 - (ii) on call branch station posting;
 - (iii) on call duty for each 14 days; and
 - (iv) where possible approved leave periods as determined in accordance with the provisions of Part 6—Leave, Public Holidays and Other NES Entitlements.
- (e) Saturday and Sunday duty will be equitably distributed between employees.
- (f) For incidents of sickness of an employee or other unforeseen circumstances, the duty periods prescribed by the roster may be temporarily altered by displaying a notice to that effect.
- (g) The arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the workplace or part of the workplace.

9. Breaks

9.1 Unpaid meal breaks

An employee is entitled to an unpaid meal break of not less than 30 minutes during each shift. The meal break will not count as time worked.

9.2 Paid crib time

- (a) By mutual agreement between the employer and the employee, an employee will be allowed a period of 20 minutes crib time during each shift for the purpose of taking a meal, instead of a meal break under clause 9.1.
- (b) An ambulance service operational employee will be allowed a period of 20 minutes crib time during each shift for the purpose of taking a meal, instead of a meal break under clause 9.1.
- (c) The crib period will be counted as time worked and taken at a time and place directed by the employer.

9.3 Paid rest breaks

Where practical, employees are entitled to two 10 minute rest breaks each day, counted as time worked, as follows:

- (a) the first, between starting work and the usual meal break; and
- (b) the second between the usual meal break and finishing work.

9.4 Changing time

Where an employee is not permitted to wear their uniform home, a period of 10 minutes immediately preceding the end of each period of duty will be allowed for the employee to wash, shower and/or to change clothing.

Part 4—Wages and Allowances

10. Minimum wages

10.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

10.2 Operational classifications—Year 1

Rates updated as a result of AWR 2016; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Senior Station Officer	1089.50	28.67	35.00
Station Officer/Team Manager— Headquarters or Branch with 10 or more staff	1023.40	26.93	32.88
Station Officer/Team Manager— Branch with less than 10 staff	999.40	26.30	32.10

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Assistant Station Officer/Regional Relieving Officer	972.70	25.60	31.25
Ambulance Officer	916.30	24.11	29.44
Ambulance Attendant	909.70	23.94	29.23
Student Ambulance Officer/Paramedic Level 3	892.00	23.47	28.65
Student Ambulance Officer/Paramedic Level 2	877.90	23.10	28.20
Student Ambulance Officer/Paramedic Level 1	825.10	21.71	26.51
Patient Transport Officer	852.50	22.43	27.39
Communications Call Taker	852.50	22.43	27.39
Clinical Transport Officer	831.60	21.88	26.71
Trainee Clinic Transport Officer	810.40	21.33	26.04
Fleet Maintenance Officer	965.80	25.42	31.03
Mechanic	916.30	24.11	29.44

10.3 Operational classifications—Year 2

Rates updated as a result of AWR 2016; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Senior Station Officer	1096.50	28.86	35.23
Station Officer/Team Manager—Headquarters or Branch with 10 or more staff	1030.50	27.12	33.10
Station Officer/Team Manager—Branch with less than 10 staff	1006.00	26.47	32.31
Assistant Station Officer/Regional Relieving Officer	979.70	25.78	31.48
Ambulance Officer	923.30	24.30	29.66
Ambulance Attendant	916.80	24.13	29.45
Student Ambulance Officer/Paramedic	901.40	23.72	28.96

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Level 3			
Student Ambulance Officer/Paramedic Level 2	884.20	23.27	28.40
Student Ambulance Officer/Paramedic Level 1	831.60	21.88	26.71
Patient Transport Officer	858.80	22.60	27.59
Communications Call Taker	858.80	22.60	27.59
Clinical Transport Officer	836.20	22.01	26.86
Trainee Clinic Transport Officer	816.90	21.50	26.24
Fleet Maintenance Officer	972.80	25.60	31.25
Mechanic	923.30	24.30	29.66

10.4 Operational classifications—Year 3

Rates updated as a result of AWR 2016; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Senior Station Officer	1101.60	28.99	35.39
Station Officer/Team Manager— Headquarters or Branch with 10 or more staff	1035.60	27.25	33.26
Station Officer/Team Manager— Branch with less than 10 staff	1011.70	26.62	32.50
Assistant Station Officer/Regional Relieving Officer	985.40	25.93	31.65
Ambulance Officer	928.60	24.44	29.83
Ambulance Attendant	922.00	24.26	29.61
Student Ambulance Officer/Paramedic Level 3	906.80	23.86	29.13
Student Ambulance Officer/Paramedic Level 2	890.20	23.43	28.60
Student Ambulance Officer/Paramedic Level 1	835.20	21.98	26.83

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Patient Transport Officer	864.30	22.74	27.76
Communications Call Taker	864.30	22.74	27.76
Clinical Transport Officer	841.50	22.14	27.04
Trainee Clinic Transport Officer	822.70	21.65	26.43
Fleet Maintenance Officer	978.80	25.76	31.45
Mechanic	928.60	24.44	29.83

10.5 Clerical and Administrative Support classifications

Rates updated as a result of AWR 2016; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

Employee classification	Minimum weekly rate	Minimum hourly rate	Casual hourly rate (includes casual loading)
	\$	\$	\$
Administrative Officer Band 1			
First year	772.20	20.32	24.80
Second year	805.10	21.19	25.86
Third year and thereafter	837.60	22.04	26.91
Administrative Officer Band 2			
First year	870.50	22.91	27.96
Second year	910.40	23.96	29.25
Third year and thereafter	950.10	25.00	30.53
Administrative Officer Band 3	995.70	26.20	31.99
Administrative Officer Band 4	1054.80	27.76	33.89

10.6 Payment of wages

Wages will be paid either weekly or fortnightly by cheque or electronic funds transfer into the employee's nominated bank or financial institution account. Payment will be made no later than Wednesday in the pay week. Where a public holiday falls in that week, payment will be made by Thursday.

10.7 Higher duties

An employee required by the employer to perform duties of a higher classification, will be paid at the rate applicable to the higher classification including for paid leave

or any public holiday(s) which occur during the period when the higher duties are being performed. Employees will not be required to fill a vacant position in an acting capacity for more than three months.

10.8 Secondment

- (a) Secondment of any employee to a recognised tertiary institution is subject to approval by the employee's employer.
- (b) An operational employee seconded from an ambulance service to a recognised tertiary institution in a teaching or related capacity will:
 - (i) be provided with a written record of the term of the secondment, with the term of the secondment being mutually agreed;
 - (ii) be paid at the rates applicable to a Senior Station Officer during the period of secondment;
 - (iii) be allocated to operational duty in their previous position, the equivalent of one day during each four week period of such secondment, for the purposes of skills maintenance; and
 - (iv) revert to the classification held immediately prior to the secondment period and be paid the rate applicable to that classification, on completion of the secondment.
- (c) Notwithstanding anything else contained in this award, any period of secondment may be terminated by:
 - (i) the employee concerned or the tertiary institution, giving 28 days' notice in writing, and the employee will be offered the first available vacancy at the appropriate ambulance service after giving such notice; or
 - (ii) the tertiary institution, without notice for serious and demonstrable inefficiency, neglect of duty, unsatisfactory performance of duty, malingering or misconduct.

10.9 Relieving duties

- (a) Routine relieving duties which require an operational employee to live away from home, will be performed by a Regional Relieving Officer (RRO).
- (b) Where an RRO is not available, an Ambulance Officer/Ambulance Paramedic or Student Ambulance Officer/Paramedic Level 2 or 3 may be required to perform relieving duties.
- (c) In the absence of mutual agreement to the contrary between the employer and employee(s) concerned, when relieving is to be performed by an employee other than an employee appointed as a RRO, such relieving will be equitably distributed amongst all Ambulance Officers/Paramedics.
- (d) An employee who is required to relieve another employee, may be required to work the hours and on call roster of the employee being relieved.

11. Allowances

11.1 Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances.

11.2 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

(a) All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on leave. The following allowances are paid for all purposes under this award:

- (i) paramedic skills allowance (clause 11.2(b))
- (ii) CEP/Paramedic allowance (clause 11.2(c))

(b) Paramedic skills allowance

A paramedic skills allowance is payable to any employee at the level of Ambulance Officer/Paramedic or above who possesses the Graduate Diploma of Health Science (MICA Paramedic) or other equivalent accredited qualification for an Intensive Care Paramedic and who is employed as an Intensive Care Paramedic as follows:

(i) Ambulance service

- Level 1—first 12 months of experience: **\$98.25** per week; or
- Level 2—second year of experience: **\$144.30** per week.

(ii) All other employees

- **\$57.67** per week

The paramedic skills allowance is payable for all purposes under this award.

(c) CEP/Paramedic skills allowances

(i) A CEP and Paramedic allowance is payable to an employee who is required to undertake, and who has obtained specified qualifications:

	\$ per week
Continuing Education Program (CEP) allowance units 1–4	15.88
CEP allowance units 5–6	15.88
CEP allowance unit 7	19.78
Paramedic skills allowance (inclusive of CEP allowances 1–7)	109.11

(ii) The CEP/Paramedic skills allowance is payable for all purposes under this award.

(d) Communications centre allowance

An operational employee or Communications Call Taker in an ambulance service, other than an employee being trained in the communications centre, is entitled to an allowance for all disabilities incurred whilst performing communications centre duties, of:

- (i) **\$6.59** per eight hour shift; and
- (ii) **\$0.84** per hour for each rostered hour in excess of eight hours.

(e) Operational crewing allowance

(i) An employee at the level equal to or below an Assistant Station Officer/Regional Relieving Officer in an ambulance service, required to form a crew and perform operational duties training a Student Ambulance Officer/Paramedic Level 1, is entitled to an allowance for that period of training of:

- **\$4.36** per eight hour shift; and
- **\$0.56** per hour for each rostered hour in excess of eight hours.

(ii) A Student Ambulance Officer/Paramedic required to form a crew and perform operational duties with a Student Ambulance Officer/Paramedic, of equal or more junior level, is entitled to a weekly allowance of:

- **\$18.57** per week; or
- a pro rata amount for periods of less than one week.

(iii) An employee required to undertake and perform operational stretcher duties as a single officer crew is entitled to an allowance of:

- **\$13.93** per eight hour shift; and
- a pro rata amount for any period in excess of eight hours.

(f) Flying allowance

A flying allowance of **\$55.72** per eight hour shift or part shift is payable to an employee required to perform duties on board a fixed or rotary wing aircraft in flight.

(g) Shift allowance

A shift allowance of **\$41.79** per rostered shift is payable to employees whose rostered hours of ordinary duty finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am.

(h) On call allowance

An on call allowance of **\$3.06** per hour or part hour is payable to an employee who, in accordance with an on call roster, is rostered off duty but is required to be ready to respond to a call.

(i) Control call allowance

A control call allowance of **\$4.36** per hour or part hour is payable to an employee who is required to be on call to attend to radio and/or telephone calls and may be required to direct staff to duty.

11.3 Expense related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

(a) Meal allowances

- (i)** A meal allowance of **\$15.09** per shift is payable to an employee to compensate for the cost of purchasing a meal away from the employee's branch or usual place of work except where a meal has been arranged by the employer.
- (ii)** A meal allowance of **\$3.99** is payable to an employee who is required to work for more than five consecutive hours without receiving a meal break.
- (iii)** A spoiled meal allowance of **\$15.09** is payable to an employee called back to duty before having consumed a meal during a meal break. The employee may be required to present satisfactory evidence of spoilage to the employer.
- (iv)** An overtime meal allowance of **\$18.87** is payable to an employee who is required to work overtime for more than two hours beyond the employee's normal finishing time.

(b) Travelling allowance

- (i)** An employee required to travel on duty, is entitled to be reimbursed for all reasonably incurred expenses of fares, meals and accommodation.
- (ii)** An employee required to report for duty to a workplace, other than that to which the employee is normally rostered or posted:
 - is entitled to travel to and from such workplace in the employer's time and fares and incidental expenses will be paid by the employer; or
 - if required to use their own motor vehicle in connection with the employer's business, the employee is entitled to be reimbursed at the rate of **\$0.78** per kilometre.
- (iii)** Clause 11.3(b)(ii) will not apply:
 - if the new location is an equivalent distance or nearer to the employee's residence than the location where the employee is normally rostered or posted; or
 - to an employee who changes roster by agreement with another employee.

(c) Relieving allowance

An employee required to relieve another employee and to live away from home is entitled to receive:

- (i) an allowance to cover the cost of reasonable accommodation and the reasonable costs of cleaning items of uniform unless the employer provides such accommodation including laundry facilities;
- (ii) travelling allowance in accordance with clause 11.3(b); and
- (iii) an allowance to cover meal expenses as follows:

	\$
Breakfast	15.09
Lunch	30.19
Dinner	45.29
Total	90.57

- (iv) Employees returning home, for example during rostered breaks, will not normally be paid a meal allowance.
- (v) Employees receiving a meal allowance under this clause do not receive a meal allowance under clause 11.3(a).
- (vi) Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of **\$20.39** per night.

(d) Student ambulance officer allowances

(i) Accommodation allowance

An accommodation allowance is payable to a Student Ambulance Officer employed by an ambulance service for the reasonable cost of accommodation when required to live away from home by their employer in order to undertake a compulsory course of training. Provided that such allowance will not be paid if:

- the employer provides accommodation;
- the accommodation is not available; or
- the officer resides within 32 km of the course location.

(ii) Incidental expenses allowance

An incidental expenses allowance of **\$15.15** per day is payable to Student Ambulance Officers employed by an ambulance service for:

- the day they attend a compulsory course of training;
- the weekend between successive weeks of a course if they elect to remain at the educational institution; and
- each day of attending a compulsory driver training course.

(e) Uniform and protective clothing

- (i)** A uniform and protective clothing allowance is payable to an operational employee to cover the reasonable cost of the uniform items required by their employer.
- (ii)** Where the employer requires other employees to wear a uniform or other protective clothing, the employee will be paid an allowance to cover the reasonable cost of such clothing.
- (iii)** The allowance will not apply when the employer provides the clothing. Such clothing will only be used in the course of employment, will remain the property of the employer and will be cleaned, repaired and replaced by the employer as and when reasonably necessary. Provided that the cleaning of uniforms will only apply to car coats, long and short trousers and winter shirts.

(f) Driving licence

An employee who is required by the employer to hold a current driving licence will be reimbursed annually an amount equal to the sum of the cost of the licence divided by the term in years.

(g) Accommodation

An ambulance service employee at a branch station of 1–3 officers, who is required to reside in quarters provided by the employer, will have 10% deducted for rent, from their weekly minimum wage as prescribed in clause 10—Minimum Wages.

- (h)** Clause 11.3(g) will not apply to relieving staff whilst living away from home.

12. Superannuation

12.1 Superannuation legislation

- (a)** Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b)** The rights and obligations in these clauses supplement those in superannuation legislation.

12.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

12.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.3(a) or 12.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or 12.3(b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or 12.3(b), to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) First State Super;
- (c) Sunsuper;
- (d) HESTA Super Fund;
- (e) Tasplan;
- (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

13. Penalty rates

- 13.1** An employee rostered to work ordinary hours between midnight Friday and midnight Sunday will be paid the following penalty rates:

Ordinary hours worked on	Penalty rate – full-time & part-time	Casual penalty rate (including casual loading)
	% of ordinary hourly rate	
Saturday and Sunday	150%	175%
Public holidays	250%	200%

13.2 Penalty rates are not payable for overtime hours worked by the employee.

13.3 A shift allowance is payable to employees whose rostered hours of ordinary duty finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am, see clause 11.2(g).

14. Overtime

14.1 Overtime rates

Subject to the on call provisions in clause 14.5, where an employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	Overtime rate % of ordinary hourly rate
For any work exceeding the number of hours fixed as a day's, week's, or fortnight's work on:	
Monday to Friday—first 2 hours	150%
Monday to Friday—after 2 hours	200%
Saturday all day	200%
Sunday all day	200%
Work in excess of an employee's rostered hours on a public holiday	250%
Work outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding rostered period of duty	200%

14.2 In the calculation of overtime each day stands alone.

14.3 Rest period after overtime

(a) Overtime should be arranged so that an employee has at least eight consecutive hours off duty between the work of successive days.

(b) An employee working overtime, who does not have at least eight consecutive hours off duty between workdays, must be released until the employee has had eight consecutive hours off duty, without loss of pay for ordinary working time during such absences.

- (c) An employee who is required to continue or resume work without having had eight consecutive hours off duty, must be paid at the rate of double time until released from duty for eight hours.
- (d) The employee in clause 14.3(c) is then entitled to be released from duty under clause 14.3(b).

14.4 Time off instead of payment for overtime

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- (a) Despite clause 14.1, an employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.
- (c) If requested an employee an employer must within one week of receiving the request, pay the employee for all overtime worked. The employee must be paid at overtime rates.

Example 1—Time off instead of payment for overtime

Rates updated as a result of AWR 2016

Jodie is a full-time Ambulance Officer—Year 2. Her ordinary rate of pay is ~~\$23.15~~ \$24.30 per hour. She works three hours overtime on Wednesday in addition to her eight ordinary rostered hours.

Jodie's entitlement = (8 hours at normal rate) + (3 hours overtime)
= (8 hours) + (2 hours x 150%) + (1 hour x 200%)
= 8 + (3 + 2) hours
= 13 hours

Taken as PAY = 13 x ~~\$23.15~~ \$24.30 = ~~\$300.95~~ \$315.90 for Wednesday

Jodie's employer must give her 13 hours pay OR if Jodie and her employer agree, Jodie may take the "5 hours overtime pay" as 5 hours off instead:

Taken as TIME OFF = 8 hours paid at ordinary hourly rate plus 5 hours leave paid at ordinary hourly rates
= 8 x ~~\$23.15~~ \$24.30 = ~~\$185.20~~ \$194.40 plus 5 hours leave paid at ordinary hourly rates

14.5 On call

- (a) Time on call will not be counted as time worked unless an employee is called out for duty. If called out for duty, the employee will be paid at the rate of 200% of their ordinary hourly rate for such period(s) of duty with a minimum payment of one and a half hours per call, for the time so worked in any period

during which the employee is on call, provided that one and a half hours has elapsed from the commencement of the previous call.

- (b) Nothing in this clause prohibits an employee from temporarily leaving the workplace or home when rostered on call after having made arrangements satisfactory to the employer, for the proper conduct of the service.
- (c) An employee will be free from on call duty:
 - (i) every second weekend; and
 - (ii) for at least eight days in each 14 consecutive days.
- (d) No employee will be rostered on call from the time of ceasing duty immediately before the employee's rostered day off until the time of commencing duty immediately after the rostered day off.
- (e) Except on weekends, public holidays or in cases of an emergency, an employee will not be rostered on call between 9.00 am and 5.00 pm.
- (f) An on call roster will not require an employee to be on call for a period of less than six hours except by mutual consent between the employer and employee concerned.
- (g) An employee who is rostered to be on call is entitled to an on call allowance in accordance with clause 11.2(h).

14.6 Recall

An employee who has completed a rostered shift of duty, who is not rostered on call and is recalled to duty prior to the commencement of the employee's next rostered shift and such recall is not continuous with any rostered shift, is entitled to payment at double time for all time worked with a minimum payment of one and a half hours.

14.7 Stand-by

When an employee, other than an employee rostered on call in accordance with clause 14.5, is required to stand by for any period outside the employee's ordinary hours, this period will be counted as time worked.

Part 6—Leave, Public Holidays and Other NES Entitlements

15. Annual leave

Clause 15 amended in accordance with [PR582960](#). Clauses 15.5(c), 15.9 and 15.10 inserted.

15.1 Annual leave is provided for in the NES. This clause contains additional provisions.

15.2 Quantum of annual leave

15.2 amended in accordance with para [53] of [\[2015\] FWCFB 3023](#)

- (a) For the purpose of the additional week's annual leave provided by the NES, a **shiftworker** is defined as an employee who:

- (i) is regularly rostered over seven days a week; and
 - (ii) is regularly rostered to work on Sundays and public holidays.
- (b) ~~An employee who is engaged as a seven day shiftworker is entitled to have the period of four weeks' annual leave increased by half a day for each month the employee is continuously engaged as a shiftworker.~~
 - (c) ~~An employee engaged for only part of a month as a seven day shiftworker will accrue leave for the part month proportionate to the leave prescribed in clause 15.2(b).~~

15.3 Taking annual leave

- (a) Annual leave will be taken within six months of the employee becoming entitled to take it unless alternative arrangements are agreed between the employer and employee.
- (b) The employer and employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement, the employer may give at least 28 days' notice of the taking of annual leave.
- (c) Provided that in unforeseen circumstances, the employer may give only seven days' notice, in which case the employer will reimburse the employee all irrecoverable costs directly incurred for the proposed holiday. Proof of such costs will be provided to the satisfaction of the employer.
- (d) Leave will be taken in four consecutive weeks, or in separate periods with the agreement of the employer and employee.

15.4 Annual close-down

Where an employer temporarily closes an enterprise or reduces the operations of the enterprise to allow annual leave to all or a majority of employees in the enterprise or part concerned, the following provisions apply:

- (a) the employer must give one month's notice in writing of the proposed close-down;
- (b) an employee who has accrued sufficient leave to cover the close-down period will be given leave and will be paid for that leave in accordance with clause 15.5 of this award; and
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down.

15.5 Payment for annual leave

- (a) Before the start of annual leave, the employer must pay the employee for the employee's ordinary hours of work in the period at the employee's ordinary hourly rate. This includes any allowances, loading, shift penalties or overaward payments which would have been received had the employee not been on leave.

- (b) In addition, the employer must pay the employee a loading of 17.5% of the employee's ordinary pay for ordinary hours the employee would have worked had they not been on leave during that period.

Note inserted in accordance with para [94] of [\[2015\] FWCFB 4658](#)

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

Clause 15.5(c) inserted in accordance with [PR582960](#).

(c) Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 15.5, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

15.6 Payment of accrued annual leave on termination of employment

- (a) The NES provides for payment of accrued annual leave upon termination of employment. For the full NES entitlement see s.[90\(2\)](#) of the Act.
- (b) An employee engaged for part of any year as a seven day shiftworker, will be paid, in addition to any other amounts due, an amount equal to 1/48th of the employee's ordinary pay for the period of employment as a seven day shiftworker.

15.7 Illness during annual leave

15.7 amended in accordance with [PR573010](#)

Where an employee becomes sick during annual leave and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days specified in the certificate and on which the employee would otherwise have worked, will be deducted from the employee's personal leave credits and recredited to the employee's annual leave entitlement.

~~Where an employee who works on continuous straight day shifts, becomes sick during annual leave for a continuous period of not less than five days or 40 hours on which the employee would otherwise have worked, or a 24 hours rotating shift employee becomes sick whilst on annual leave for not less than five consecutive days, and immediately forwards to the employer, a certificate of a legally qualified medical practitioner, then the number of days not less than five or 40 hours specified in the certificate, will be recredited to the employee's annual leave entitlement.~~

15.8 Public holiday during annual leave

If a prescribed public holiday to which the employee is entitled to payment under this award falls within the period of an employee's annual leave, the period of annual leave will be increased by one day in respect of that public holiday.

15.9 Annual leave in advance

Clause 15.9 inserted in accordance with [PR582960](#).

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.9 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 15.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

15.10 Cashing out of annual leave

Clause 15.10 inserted in accordance with [PR582960](#).

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.10 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.10.

Note 3: An example of the type of agreement required by clause 15.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

16. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

17. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Payment for work done on public holidays

Where an employee works on a public holiday or where a public holiday occurs on the employee's rostered day off, within four weeks of the date on which such holiday occurs the employee is entitled to:

- (a) one and a half extra days' pay; or
- (b) equal time off in one period, of which seven days' notice will be given; or
- (c) one and a half days added to annual leave.

18.3 Substitution of public holidays by agreement

By agreement between the employer and the majority of employees in an enterprise, another day may be substituted for a public holiday.

18.4 Part-day public holidays

18.4 inserted on 1 September 2016.

For provisions relating to part-day public holidays see Schedule D—2016 Part-day public holidays.

19. Community service leave

Community service leave is provided for in the NES.

20. Termination of employment

20.1 Notice of termination is provided for in the NES.

20.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

20.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

21. Redundancy

21.1 Redundancy pay is provided for in the NES.

21.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

21.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

21.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 20.3.

Part 7—Consultation and Dispute Resolution

22. Consultation

22.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

22.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

23. Dispute resolution

23.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

23.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

DRAFT

Schedule A—Classification Definitions

A.1 Operational Classifications

A.1.1 Ambulance Officer (AO)/Ambulance Paramedic (AP) is an employee who holds the qualifications of Bachelor of Health Science Degree (Paramedic) or other degree qualification applying in each State and Territory or has another equivalent accredited qualification for AO/AP recognised by the employer and has successfully completed the required clinical placements. The principal duties include assessment, treatment, care and transport of emergency and/or non-emergency patients in a pre-hospital setting.

A.1.2 Student Ambulance Officer/Paramedic (SAO)

An SAO:

- (a) is employed as such while undertaking the diploma or degree of Ambulance Paramedic Studies however titled;
- (b) is an employee who has completed a diploma or degree in Paramedic Studies and who is completing the operational clinical requirements of the course;
- (c) is a graduate entry paramedic student who is undertaking a one year Graduate Diploma of Ambulance Paramedic Studies (however titled in each State or Territory) and also who has a degree qualification in a related health area recognised by the employer; and
- (d) upon successful completion of the course a SAO will be appointed to the classification of Ambulance Officer/Ambulance Paramedic.

A.1.3 Intensive Care Paramedic is an Ambulance Officer/Ambulance Paramedic who has successfully completed a Graduate Diploma of Health Science or other equivalent accredited qualification and who is paid the paramedic skills allowance set out in clause [11.2\(b\)](#) ~~11.2(a)~~.

A.1.4 Station Officer/Team Manager (SO/TM) is an Ambulance Officer, who, in addition to the duties specified for an Ambulance Officer, is appointed to be in charge and manage an ambulance station and/or ambulance team.

A.1.5 Assistant Station Officer (ASO) is an Ambulance Officer, who, in addition to the duties specified for an ambulance officer, is appointed to assist a Station Officer. An ASO may also undertake clinical training duties.

A.1.6 Regional Relieving Officer (RRO) is an operational employee who is required to live away from home in order to perform routine relieving duties.

A.1.7 Ambulance Attendant (AA) is an employee who has completed the Diploma of Paramedical Science (Ambulance) or Diploma of Health Science (Emergency Care), however titled in each State or Territory and has completed all the required supervised clinical practice. An AA provides care and transport of non-emergency patients. An AA is qualified to provide a more advanced level of care and treatment to patients than a Patient Transport Officer.

A.1.8 Patient Transport Officer (PTO) is an employee who has completed a Certificate 3 in Non-emergency Client Transport or equivalent qualification and who provides basic care and transport of non-emergency patients.

- A.1.9 Clinical Transport Officer (CTO)** is an employee who holds a Certificate 3 in Non-emergency Client Transport or equivalent qualification and who provides transport and assistance to non-emergency patients in non-stretcher vehicles.
- A.1.10 Clinical Support Officer (CSO)** is an Intensive Care/Ambulance Paramedic who has a Graduate Diploma of Health Science (MICA Paramedic) or other accredited qualification for an Intensive Care/Ambulance Paramedic. The principal duties are to provide clinical support and audit, training and education for Ambulance Officers, provide an emergency response on a needs basis and clinical advice to a communications centre.
- A.1.11 Duty Team Manager (DTM)** is a team manager in a communications centre whose principal duty is to manage the human and physical resources of an ambulance service to maximise their effectiveness and who provides internal and external operational liaison.
- A.1.12 Mechanic and Fleet Maintenance Officer (FMO)** is an employee appointed to perform automotive diagnosis, repair and general maintenance duties for ambulance service and patient transport vehicles in accordance with their level of qualification, competencies and training. An **FMO** may be required to supervise the work of a mechanic and/or an apprentice.
- A.1.13 Communications Officer** is an Ambulance Officer/Ambulance Paramedic who is trained to perform supervisory, dispatch and call taking duties within a communications centre and who, in addition, is required to determine the priorities for allocation of human and physical resources and to control the work of ambulance and patient transport crews.
- A.1.14 Communications Call Taker** is an employee who is trained to answer emergency and non-emergency telephone calls in accordance with pre-determined guidelines and provide assistance to callers under supervision, within a communications centre. Such an employee has completed a Certificate Level 3 in Ambulance Communications (Call Taking).
- A.1.15 Senior Station Officer** is an Ambulance Officer appointed to manage and co-ordinate operations within a designated geographic or specialist area of an ambulance service.

A.2 Clerical and Administrative Support Classifications

A.2.1 Administrative Officer Band 1 means:

- (a) a non-operational employee who undertakes clerical duties for a work unit, prepares routine documentation, organises office supplies and performs basic word processing duties. They may also respond to and refer telephone enquiries, as appropriate;
- (b) a non-operational employee who undertakes basic data processing duties, responds to and refers telephone enquiries, as appropriate; or
- (c) an employee who performs tasks with defined guidelines, policies and procedures that allow for little deviation outside these parameters; and
- (d) these positions require basic administration skills and some experience in an administration environment. While a certificate level qualification is not essential, keyboard skills and computer literacy and competency in word

processing, basic spreadsheets and presentation software is required. The ability to follow instructions and operate within guidelines is required;

- (e) the job environment allows for minimal exercise of judgment and analysis and tasks have clearly defined objectives and timelines;
- (f) accountability for own output is required with little involvement in policy or procedure development.

A.2.2 Administrative Officer Band 2 means:

- (a) a non-operational employee responsible for performing a range of secretarial functions (including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions), dealing with members of the public/customers to ensure the smooth running of the office; or an administrative assistant responsible for monitoring a particular function and co-ordinating and scheduling related tasks and events; or a Purchasing Officer responsible for the acquisition of goods and or services in line with organisational policy and procedure;
- (b) a non-operational employee responsible for the preparation of standard statistical reports and returns, preparing information for the general ledger to ensure that complete and accurate records are supplied. They may also be involved in the training of other data entry positions; or
- (c) an employee who performs tasks that require high level administrative and clerical support within specific guidelines, policies and/or procedures; and
- (d) these positions require administration experience and an understanding of the relevant area of expertise. While a certificate level qualification is not essential, keyboard skills and a sound level of computer skills including competency in word processing, spreadsheets, data bases and presentation software is required. Required to understand specialised computer software. Required to have a basic understanding of regulations, legislation and/or codes of practice;
- (e) the ability to work with minimal supervision and operate within guidelines is required. The job environment allows for minor exercise of judgment and reasoning, as tasks may require basic analysis or interpretation;
- (f) accountability for own output and prioritising work is expected. There is little involvement in policy or procedure development.

A.2.3 Administrative Officer Band 3 means:

- (a) a non-operational employee responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within departmental guidelines; or processing payment of wages and salaries, maintaining personnel records, and assisting departmental/divisional heads with award interpretations and payroll enquiries;
- (b) a non-operational employee who undertakes a range of medium complexity projects under the direction of a mid-level manager to ensure more effective and efficient work processes are introduced; or

- (c) an employee who provides advice and guidance to management or a work team and ensures that the appropriate policies, systems and methods are used; and
- (d) these positions require extensive administration experience and strong understanding of the areas of expertise. Sound level of computer literacy and competency in word processing, spreadsheets and presentation software is required. There is a requirement to demonstrate experience with specialised computer software relevant to the area of specialisation. There is also a requirement to have an intermediate understanding of relevant regulations, legislation and/or codes of practice;
- (e) the ability to work with minimal supervision and provide advice to work teams within guidelines and/or policies and procedures is required. The job environment allows for intermediate judgment and reasoning, as there is a requirement for analysis or interpretation of data and policies;
- (f) accountability for own output and prioritisation of work is required. Under the direction of management there may be involvement in policy and procedure development.

A.2.4 Administrative Officer Band 4 means:

- (a) a non-operational employee who manages the affairs of an office, or more than one senior executive and various committees, undertakes investigations and analyses of organisational issues that require the preparation of papers;
- (b) activities may include compilation and follow up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems; or a non-operational employee who supervises the purchasing and procurement function on a day-to-day basis to ensure appropriate processes and checks are in place and are adhered to; or a non-operational employee who takes responsibility for an activity where there are no other ready sources of information or expertise within the organisation, however where the activity is governed by legislation or other industry guidelines; or
- (c) a non-operational employee who supervises and controls the patient accounts area, assigns and checks the work of other staff, prepares patient accounts and maintains debtor control records and patient statistics.

Schedule B—Summary of Hourly Rates of Pay—Clerical and Administrative Support Classifications

Rates updated as a result of AWR 2016; Note inserted in accordance with para [63] of [\[2015\] FWCFCB 4658](#)

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Full-time and part-time employees—Clerical and Administrative support classifications—ordinary and penalty rates

	Weekday	Saturday and Sunday— all day	Public holiday— all day
% of minimum hourly rate			
	100%	150%	250%
	\$	\$	\$
Administrative Officer Band 1			
First year	20.32	30.48	50.80
Second year	21.19	31.79	52.98
Third year and thereafter	22.04	33.06	55.10
Administrative Officer Band 2			
First year	22.91	34.37	57.28
Second year	23.96	35.94	59.90
Third year and thereafter	25.00	37.50	62.50
Administrative Officer Band 3			
	26.20	39.30	65.50
Administrative Officer Band 4			
	27.76	41.64	69.40
Note: An additional shift allowance of \$40.81 per rostered period of duty may be payable in accordance with clause 11.2(g).			

B.2 Full-time and part-time employees—Clerical and Administrative support classifications—overtime rates

	Weekday— first 2 hours	Weekday— after 2 hours	Saturday and Sunday— all day	Public holiday
% of minimum hourly rate				
	150%	200%	200%	250%
Administrative Officer Band 1				
First year	30.48	40.64	40.64	50.80
Second year	31.79	42.38	42.38	52.98

	Weekday– first 2 hours	Weekday– after 2 hours	Saturday and Sunday– all day	Public holiday
% of minimum hourly rate				
	150%	200%	200%	250%
Third year and thereafter	33.06	44.08	44.08	55.10
Administrative Officer Band 2				
First year	34.37	45.82	45.82	57.28
Second year	35.94	47.92	47.92	59.90
Third year and thereafter	37.50	50.00	50.00	62.50
Administrative Officer Band 3	39.30	52.40	52.40	65.50
Administrative Officer Band 4	41.64	55.52	55.52	69.40

B.3 Casual employees—Clerical and Administrative support classifications—ordinary and penalty rates

	Weekday	Saturday and Sunday	Public holiday
% of casual hourly rate (inclusive of casual loading)			
	125%	175%	200%
Administrative Officer Band 1			
First year	25.40	35.56	40.64
Second year	26.49	37.08	42.38
Third year and thereafter	27.55	38.57	44.08
Administrative Officer Band 2			
First year	28.64	40.09	45.82
Second year	29.95	41.93	47.92
Third year and thereafter	31.25	43.75	50.00
Administrative Officer Band 3	32.75	45.85	52.40
Administrative Officer Band 4	34.70	48.58	55.52

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

See clause 11—Allowances for full details of allowances payable under this award.

C.1 Wage related allowances:

The wage-related allowances in this award are based on the standard rate as defined in Schedule D as the minimum weekly wage for an Ambulance Officer—Year 3 in clause 10.4 = **\$928.60**.

Allowance	Clause	% of standard rate (\$928.60)	\$ per week unless stated otherwise
Continuing Education Program (CEP)/Paramedic skills allowance ¹ :	11.2(c)		
CEP allowance units 1 to 4		1.71	15.88
CEP allowance units 5 to 6		1.71	15.88
CEP allowance unit 7		2.13	19.78
Paramedic skills allowance (inclusive of CEP allowances 1 to 7)		11.75	109.11
Communications centre allowance:			
Per eight hour shift	11.2(d)(i)	0.71	6.59 per 8 hour shift
In excess of eight hours	11.2(d)(ii)	0.09	0.84 per hour
Operational crewing allowances:			
For period of training—eight hour shift	11.2(e)(i)	0.47	4.36 per 8 hour shift
For period of training—in excess of eight hours	11.2(e)(i)	0.06	0.56 per hour
Operational duties	11.2(e)(ii)	2.00	18.57
Operational stretcher duties	11.2(e)(iii)	1.50	13.93 per 8 hour shift
Flying allowance	11.2(f)	6.00	55.72 per 8 hour shift or part shift
Paramedic skills allowance ² :			
Ambulance service level 1	11.2(b)(i)	10.58	98.25
Ambulance service level 2	11.2(b)(i)	15.54	144.30
All other employees	11.2(b)(ii)	6.21	57.67
Shift allowance	11.2(g)	4.50	41.79 per rostered period of duty
On call allowance	11.2(h)	0.33	3.06 per hour or part hour
Control call allowance	11.2(i)	0.47	4.36 per hour or part hour

1, 2 These allowances apply for all purposes of this award

C.2 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.3 Expense related allowances

Allowance	Clause	\$
Meal allowances	11.3(a)	
Away from employee's branch or usual place of work		15.09 per shift
No meal break		3.99 per occasion
Called back to duty—one spoilt meal allowance		15.09 per shift
Overtime		18.87 per occasion
Travelling allowances:	11.3(b)	
Motor vehicle		0.78 per km
Relieving allowance—meal expenses:		
Breakfast		15.09 per occasion
Lunch		30.19 per occasion
Dinner		45.29 per occasion
Total		90.57 per occasion
Living away from home allowance		20.39 per night
Incidental expenses allowance	11.3(d)(ii)	15.15 per day

C.4 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Vehicle/travel allowance	Private motoring sub-group
Meal allowances	Take away and fast foods sub-group
Living away from home allowance	Domestic holiday travel and accommodation sub-group
Incidental expenses allowance	Take away and fast foods sub-group

Schedule D—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

Schedule D amended in accordance with [PR580863](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

D.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause D.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause D.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

Schedule E—Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

ADO means an accrued day off

Definition of ‘all purposes’ amended in accordance with para [35] and [91] [\[2015\] FWCFB 4658](#)

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave (see clause 11.2(a))

ambulance and patient transport industry means the provision of ambulance and patient transport services and ambulance and patient transport education and training

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in ss.[59 to 131](#) of the Act

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

Definition of ‘ordinary hourly rate’ inserted in accordance with para [35] and [91] [\[2015\] FWCFB 4658](#)

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 10, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes

RDO means a rostered day off

standard rate means the minimum weekly wage for an Ambulance Officer—Year 3 in clause 10.4—Minimum wages

State reference public sector modern award has the meaning in the Act

Schedule F—Agreement to Take Annual Leave in Advance

Schedule F—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582960](#)

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

Schedule G—Agreement to Cash Out Annual Leave inserted in accordance with [PR582960](#)

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____