

# Ambulance and Patient Transport Industry Award 2010

The above award was first made on 4 December 2009 [[PR991064](#)]

This consolidated version of the award includes variations made on 4 June 2010 [[PR997772](#)]; 22 June 2010 [[PR998120](#)]; 22 June 2010 [[PR997977](#)]; 6 December 2010 [[PR503711](#)]; 20 June 2011 [[PR509129](#)]; 21 June 2011 [[PR509250](#)]

NOTE: **Transitional provisions** may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

To determine the transitional amount or loading, go to the version of this modern award in operation [prior to 1 July 2010](#) which does **not** include:

- (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
- (b) variations in expense related allowances operative from 1 July 2010.

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## Part 1—Application and Operation

### 1. Title

This award is the *Ambulance and Patient Transport Industry Award 2010*.

### 2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 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.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR997772](#), [PR503711](#)]

3.1 In this award, unless the contrary intention appears:

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

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State award** inserted by [PR503711](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503711](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

**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

**standard rate** means the minimum weekly wage for a Ambulance Officer—Year 3 in clause 14.1

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

**State reference public sector transitional award** has the meaning in the Act

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Coverage**

- 4.1** This industry award covers employers throughout Australia in the ambulance and patient transport industry and their employees in the classifications listed in Schedule B—Classification Definitions to the exclusion of any other modern award.
- 4.2** The award does not cover an employee excluded from award coverage by the Act.
- 4.3** The award does not cover 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* (Cth)), or employers in relation to those employees.
- 4.4** The award does not cover 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.
- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 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.
- 4.6** The award does not cover an employer bound by any of the following awards:
- (a) *Aged Care Award 2010*;
  - (b) *Health Professionals and Support Services Award 2010*;
  - (c) *Medical Practitioners Award 2010*;
  - (d) *Nurses Award 2010*; or
  - (e) *Social, Community, Home Care and Disability Services Industry Award 2010*.
- 4.7** 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.

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

**7.1** 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.

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

**7.3** 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 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** 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.

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

- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** 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.
- 7.8** The agreement may be terminated:
- (a)** by the employer or the individual employee giving four 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.
- 7.9** 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.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to notify**

- (a)** 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.
- (b)** **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.

#### **8.2 Employer to discuss change**

- (a)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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.
- (b)** 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 8.1.

- (c) 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.

## **9. Dispute resolution**

- 9.1** 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.
- 9.2** 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 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** 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.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

#### **10.1 Employment categories**

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

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



**10.2** 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. Such decision will then be recorded in a time and wages record.

**10.3 Full-time employment**

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

**10.4 Part-time employment**

- (a) A part-time employee is an employee:
  - (i) who works less than full-time hours of 38 per week or less than an average of 38 hours per week over a roster cycle;
  - (ii) who has a regular pattern of work specifying the hours and days of the week to be worked; and
  - (iii) whose daily commencement and finishing times will be specified.
- (b) A written agreement specifying the hours to be worked each day, days to be worked and commencement and finishing times will be provided on commencement of part-time employment. Any variation to the regular pattern of work must be agreed and recorded in writing.
- (c) All time worked in excess of the hours specified in accordance with clause 10.4(b) will be overtime and paid in accordance with clause 24—Overtime and penalty rates of this award.
- (d) A part-time employee is entitled to receive 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.
- (e) The provisions of clause 31—Public holidays will apply to part-time employees.
- (f) The minimum shift length for a part-time employee will be four consecutive hours.

**10.5 Casual employment**

- (a) A casual employee is an employee who is engaged and paid as such but will not include a part-time or full-time 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) A casual employee will be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 14—Minimum weekly wages for the relevant classification level, plus:
  - (i) 25% for all work on weekdays;

- (ii) 75% for all work on Saturdays and Sundays; and
- (iii) 100% for all work on public holidays.
- (d) The casual loadings in clause 10.5(c) are paid instead of any weekend or public holiday penalty rate that would otherwise apply under this award.
- (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.

## **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

### **11.2 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.

### **11.3 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.

## **12. Redundancy**

[Varied by [PR503711](#)]

**12.1** Redundancy pay is provided for in the NES.

### **12.2 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 the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount 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.

### **12.3 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.

#### **12.4 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 11.3.

#### **12.5 Transitional provisions – NAPSA employees**

[12.5 renamed by [PR503711](#) ppc 01Jan11]

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
  - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

#### **12.6 Transitional provisions – Division 2B State employees**

[12.6 inserted by [PR503711](#) ppc 01Jan11]

- (a) Subject to clause 12.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:
  - (i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

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- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.6 ceases to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 13. Classifications

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

### 14. Minimum weekly wages

[Varied by [PR997977](#), [PR998120](#), [PR509129](#)]

#### 14.1 Operational classifications

[14.1 varied by [PR997977](#), [PR509129](#) ppc 01Jul11]

	Year 1	Year 2	Year 3
	\$	\$	\$
Senior Station Officer	954.60	960.70	965.20
Station Officer/Team Manager—Headquarters or Branch with 10 or more staff	896.60	902.80	907.30
Station Officer/Team Manager—Branch with less than 10 staff	875.70	881.30	886.40
Assistant Station Officer/Regional Relieving Officer	852.20	858.30	863.40
Ambulance Officer	802.80	809.00	813.50
Ambulance Attendant	797.10	803.30	807.80
Student Ambulance Officer/Paramedic Level 3	781.50	789.80	794.40
Student Ambulance Officer/Paramedic Level 2	769.10	774.70	779.90
Student Ambulance Officer/Paramedic Level 1	722.90	728.60	731.70
Patient Transport Officer	746.80	752.50	757.10
Communications Call Taker	746.80	752.50	757.10
Clinical Transport Officer	728.60	732.70	737.30
Trainee Clinic Transport Officer	710.00	715.70	720.80

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	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	\$	\$	\$
Fleet Maintenance Officer	846.30	852.30	857.60
Mechanic	802.80	809.00	813.50

**14.2** The rates prescribed below will apply to employees required to undertake, and who have obtained, the following qualifications which will be included for all purposes of this award:

[14.2 varied by [PR998120](#), ppc 01Jul10]

	<b>% of the <u>standard rate</u> per week</b>
Continuing Education Program (CEP) allowance units 1–4	1.71
CEP allowance units 5–6	1.71
CEP allowance unit 7	2.13
Paramedic skills allowance (inclusive of CEP allowances 1–7)	11.75

**14.3 Clerical and Administrative Support classifications**

[14.3 varied by [PR997977](#), [PR509129](#) ppc 01Jul11]

	<b>Per week \$</b>
<b>Administrative Officer Band 1</b>	
First year	676.60
Second year	705.30
Third year and thereafter	733.90
<b>Administrative Officer Band 2</b>	
First year	762.70
Second year	797.70
Third year and thereafter	832.40
<b>Administrative Officer Band 3</b>	872.50
<b>Administrative Officer Band 4</b>	924.20

## 15. Allowances

[Varied by [PR998120](#), [PR509250](#)]

### 15.1 Communications centre allowance

- (a) 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) 0.71% of the [standard rate](#) per eight hour shift; and
  - (ii) 0.09% of the [standard rate](#) per hour for each rostered hour in excess of eight hours.

### 15.2 Operational crewing allowances

- (a) 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:
  - (i) 0.47% of the [standard rate](#) per eight hour shift; and
  - (ii) 0.06% of the [standard rate](#) per hour for each rostered hour in excess of eight hours.
- (b) 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:
  - (i) 2% of the [standard rate](#); or
  - (ii) a pro rata amount for periods of less than one week.
- (c) An employee required to undertake and perform operational stretcher duties as a single officer crew is entitled to an allowance of:
  - (i) 1.5% of the [standard rate](#) per eight hour shift; and
  - (ii) a pro rata amount for any period in excess of eight hours.

### 15.3 Flying allowance

An employee required to perform duties on board a fixed wing or rotary wing aircraft in flight, is entitled to an allowance of 6% of the [standard rate](#), for each eight hour shift or part shift during which that duty is performed.

### 15.4 Paramedic skills allowance

A paramedic skills allowance will be paid for all purposes 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:

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### (a) Ambulance service

- (i) Level 1—first 12 months of experience—10.58% of the [standard rate](#) per week; or
- (ii) Level 2—second year of experience—15.54% of the [standard rate](#) per week.

### (b) All other employees

6.21% of the [standard rate](#) per week.

## 15.5 Travelling allowance

- (a) An employee required to travel on duty, is entitled to be reimbursed for all reasonably incurred expenses of fares, meals and accommodation.
- (b) An employee required to report for duty to a workplace, other than that to which the employee is normally rostered or posted:
  - (i) 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
  - (ii) 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 \$0.74 per kilometre.
- (c) Provided that clause 15.5(b)(ii) will not apply:
  - (i) 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
  - (ii) to an employee who changes roster by agreement with another employee.

## 15.6 Accommodation

- (a) 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 rate of pay as prescribed in clause 14—Minimum weekly wages.
- (b) Clause 15.6(a) will not apply to relieving staff whilst living away from home.

## 15.7 Relieving allowance

- (a) 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 15.5; and

[15.7(a)(iii) varied by [PR998120](#), [PR509250](#) ppc 01Jul11]

- (iii) an allowance to cover meal expenses as follows:

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	\$
Breakfast	13.38
Lunch	26.75
Dinner	40.13
Total	80.26

Provided that:

- (iv) employees returning home, for example during rostered breaks, will not normally be paid a meal allowance;
- (v) employees in receipt of a meal allowance under this clause, do not receive a meal allowance under clause 15.11; and
- (vi) meal allowances will be adjusted in accordance with clause 15.12.

[15.7(b) varied by [PR998120](#) ppc 01Jul10]

- (b) Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of \$17.64 per night.

### 15.8 Student ambulance officer allowances

#### (a) Accommodation allowance

Student Ambulance Officers employed by an ambulance service will be paid an allowance 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:

- (i) the employer provides accommodation;
- (ii) the accommodation is not available; or
- (iii) the officer resides within 32 km of the course location.

#### (b) Incidental expenses allowance

[15.8(b) varied by [PR998120](#), [PR509250](#) ppc 01Jul11]

Student Ambulance Officers employed by an ambulance service are entitled to be paid an incidental expenses allowance of \$13.42 per day for:

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

### 15.9 Uniform and protective clothing

- (a) An operational employee is entitled to an allowance to cover the reasonable cost of the uniform items required by their employer.



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- (b) 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.
- (c) 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.

### 15.10 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.

### 15.11 Meal allowance

[15.11 varied by [PR998120](#), [PR509250](#) ppc 01Jul11]

- (a) An employee is entitled to a meal allowance of \$13.38 per shift 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.
- (b) An employee required to work for more than five consecutive hours without receiving a meal break, is entitled to an allowance of \$3.53.
- (c) An employee called back to duty before having consumed a meal during a meal break, is entitled to one spoiled meal allowance of \$13.38 in any shift. The employee may be required to present satisfactory evidence of such spoilage to the employer.
- (d) An employee required to work overtime for more than two hours beyond the employee's normal finishing time, is entitled to an overtime meal allowance of \$16.72.

### 15.12 Adjustment of expense related allowances

- (a) 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.
- (b) 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:

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

## **16. District allowances**

### **16.1 Northern Territory**

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

### **16.2 Western Australia**

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**16.3** This clause ceases to operate on 31 December 2014.

## **17. Accident pay**

[Varied by [PR503711](#)]

[17.1 substituted by [PR503711](#) ppc 01Jan11]

**17.1** Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[17.2 substituted by [PR503711](#) ppc 01Jan11]

**17.2** The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of

accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

**17.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

**17.4** This clause ceases to operate on 31 December 2014.

## **18. Payment of wages**

Payment of wages will be made by cheque or electronic funds transfer, either weekly or fortnightly, 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.

## **19. Superannuation**

### **19.1 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.

### **19.2 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.

### **19.3 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 19.2.

(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 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

#### **19.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (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; or
- (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.

## **Part 5—Hours of Work and Related Matters**

### **20. Ordinary hours of work and rostering**

#### **20.1 Ordinary hours**

Ordinary hours of work for all full-time employees will be 38 hours per week or an average of 38 hours per week spread over the employee's roster cycle. Provided that alterations in existing arrangements on implementation of the 38 hour week will be based on consultation between the employer and employee(s) concerned.

**20.2** An employee who regularly works a rostered 40 ordinary hours per week is entitled to:

- (a) 12 days paid leave for each year of such work, to be added to their annual leave; or
- (b) take one accrued day off (ADO) in each four week period in accordance with the roster. ADOs are to be taken with normal rostered day(s) (RDO) off. Where it is sought to change an ADO there must be mutual agreement. Where an employee's ADO falls on a public holiday, another ADO will be determined by the employer to be taken instead, within the same four week cycle where practical.

**20.3** For the purposes of this clause, the working week will commence at midnight on a Sunday.

**20.4** Subject to mutual agreement, employees ordinary hours of work may be worked on a 10/14 arrangement.

**20.5 Maximum consecutive shifts**

- (a) No employee will be required to work more than 10 consecutive shifts without 24 hours off duty.
- (b) Any employee who agrees to work more than 12 consecutive shifts without 24 hours off duty, will be paid for the 13th shift and any further consecutive shift worked, at the rate of treble time until 24 hours off duty is provided. Provided that this provision will not apply where an 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.

**20.6 Shift allowance**

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, will be paid an additional amount equal to 4.5% of the [standard rate](#) for each such rostered period of duty.

**21. Rosters**

**21.1** Hours of duty will be worked in accordance with rosters which will be posted in a conspicuous place at each workplace, in the case of full-time and part-time employees, at least 28 days in advance.

**21.2** In the case of full-time and part-time employees, the roster will show periods of duty of 28 days.

**21.3** The employer will, wherever practicable, exhibit rotating rosters.

**21.4** Rosters will show:

- (a) commencing and finishing duty and time off, on a continuing basis;
- (b) on call branch station posting;
- (c) on call duty for each 14 days; and
- (d) where possible approved leave periods as determined in accordance with the provisions of Part 6—Leave and Public Holidays.

**21.5** Saturday and Sunday duty will be equitably distributed.

**21.6** 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.

**21.7** 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.

## **22. Saturday and Sunday work**

Where an employee is rostered to work ordinary hours between midnight Friday and midnight Sunday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

## **23. Breaks**

### **23.1 Meal breaks**

An employee is entitled to a meal break of not less than 30 minutes during each shift, not counted as time worked.

### **23.2 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 23.1.
- (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 23.1.
- (c) The crib period will be counted as time worked and taken at a time and place directed by the employer.

### **23.3 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 commencement of work and the usual meal break; and
- (b) the second between the usual meal break and cessation of work.

### **23.4 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 or to change clothing.

## **24. Overtime and penalty rates**

### **24.1 Overtime penalty rates**

Subject to the on call provisions in this award, the following overtime rates will be paid for all work done:

- (a) time and a half for the first two hours and double time thereafter, for any work exceeding the number of hours fixed as a day's, week's, or fortnight's work;
- (b) double time for overtime work on Saturdays and Sundays;

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- (c) all time in excess of a rostered day on a public holiday, will be paid at double time and a half; and
- (d) double time for 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.

### 24.2 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, will be released until the employee has had eight consecutive hours off duty, without loss of pay for ordinary working time during such absence.
- (c) An employee who is required to continue or resume work without having had eight consecutive hours off duty, will be paid at double time until released from duty for such period.
- (d) The employee in clause 24.2(c) is then entitled to be released from duty under clause 24.2(b).

### 24.3 Time off instead of payment for overtime

- (a) Despite clause 24.1 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 by an employee an employer must within one week of receiving a request, pay the employee for any overtime worked. The employee must be paid at overtime rates.

## 25. On call

- 25.1 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 is entitled to an on call allowance of 0.33% of the [standard rate](#) per hour or part hour.
- 25.2 Time on call will not be counted as time worked unless an employee is called out for duty, in which case, the employee will be paid at the rate of double time 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.
- 25.3 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.

- 25.4** An employee will be free from on call duty:
- (a) every second weekend; and
  - (b) for at least eight days in each 14 consecutive days.
- 25.5** 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.
- 25.6** 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.
- 25.7** 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.

## **26. 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.

## **27. Control call**

- 27.1** An employee on control call is required to be on call to attend to radio and/or telephone calls and may be required to direct staff to duty.
- 27.2** An employee required to be on control call in accordance with clause 27.1, is entitled to a control call allowance of 0.47% of the [standard rate](#) per hour or part hour.

## **28. Stand-by**

When an employee, other than an employee rostered on call in accordance with clause 25—On call, is required to stand by for any period outside the employee's ordinary hours, this period will be counted as time worked.

## **29. Higher duties and secondment**

### **29.1 Higher duties**

An employee who is required 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.

### **29.2 Secondment**

- (a) Secondment of any employee to a recognised tertiary institution is subject to approval by the employee's employer.



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- (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:
  - (i)** by 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)** by the tertiary institution, without notice for serious and demonstrable inefficiency, neglect of duty, unsatisfactory performance of duty, malingering or misconduct.

### **29.3 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 so relieved.

## **Part 6—Leave and Public Holidays**

### **30. Annual leave**

- 30.1** Annual leave is provided for in the NES. This clause contains additional provisions.

### **30.2 Quantum of annual leave**

- (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 with one year's continuous employment, who is engaged for part of the yearly period 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 on shiftwork.

### **30.3 Annual leave loading**

An employee will be paid an annual leave loading of 17.5% of their ordinary pay on all annual leave taken.

### **30.4 Payment for annual leave**

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period. This includes any allowances, loading, shift penalties or overaward payments which would have been received had the employee not been on leave.

### **30.5 Payment of annual leave on termination**

- (a) On the termination of their employment, an employee will be paid any outstanding accrued annual leave entitlements.
- (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 ordinary pay for the period of employment as a seven day shiftworker.

### **30.6 Illness during annual leave**

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.

### **30.7 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.

### **30.8 Timing of taking 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.

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- (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.

### **30.9 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 clauses 30.3 and 30.4 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.

## **31. Public holidays**

**31.1** Public holidays are provided for in the NES. This clause contains additional provisions.

### **31.2 Payment for work done on public holidays**

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

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

### **31.3 Public holiday substitution**

An employer and the majority of employees may, by agreement, substitute another day for a public holiday.

## **32. Personal/carer's leave and compassionate leave**

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

**33. Community service leave**

Community service leave is provided for in the NES.

## Schedule A—Transitional Provisions

[Varied by [PR503711](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

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**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

### **First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.



**A.7 Loadings and penalty rates – no existing loading or penalty rate**

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503711](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

**A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

**A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

**A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## Schedule B—Classification Definitions

### B.1 Operational Classifications

**B.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.

### B.1.2 Student Ambulance Officer/Paramedic (SAO)

A 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.

**B.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 15.4.

**B.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.

**B.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.

**B.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.

**B.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.

- B.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.
- B.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.
- B.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.
- B.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.
- B.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.
- B.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.
- B.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).
- B.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.

## **B.2 Clerical and Administrative Support Classifications**

### **B.2.1 Administrative Officer Band 1** means:

- 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;
- a non-operational employee who undertakes basic data processing duties, responds to and refers telephone enquiries, as appropriate; or

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- an employee who performs tasks with defined guidelines, policies and procedures that allow for little deviation outside these parameters; and
- 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;
- the job environment allows for minimal exercise of judgment and analysis and tasks have clearly defined objectives and timelines;
- accountability for own output is required with little involvement in policy or procedure development.

### **B.2.2 Administrative Officer Band 2 means:**

- 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;
- 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
- an employee who performs tasks that require high level administrative and clerical support within specific guidelines, policies and/or procedures; and
- 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;
- 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;
- accountability for own output and prioritising work is expected. There is little involvement in policy or procedure development.

### **B.2.3 Administrative Officer Band 3 means:**

- 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

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assisting departmental/divisional heads with award interpretations and payroll enquiries;

- 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
- 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
- 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;
- 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;
- accountability for own output and prioritisation of work is required. Under the direction of management there may be involvement in policy and procedure development.

### **B.2.4 Administrative Officer Band 4 means:**

- 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;
- 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
- 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.