

The Ambulance and Patient Transport Industry Award—Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
13 February 2019	Incorporate changes resulting from [2015] FWCFB 4658	18.2(a)
	Incorporate changes resulting from [2015] FWCFB 6656	1.5 (deleted), 1.5 (renumbered)
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	Incorporate changes resulting from [2018] FWCFB 3802 and [2018] FWCFB 5602	1.4, 10.5, 10.6, 11.1, 11.3, 12, 14.1, 15.2(b), 16, 18.2(a), 13.2 (deleted), 21.2 (renumbered), 20.5, 22.3 (relocated), 22.4–22.6 (renumbered), A.1.3, Schedule E
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609427	9A
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	Incorporates changes resulting from PR701683	Schedule F
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701501	6
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	Incorporates changes resulting from [2015] FWCFB 4658	17
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2 September 2019	Incorporating A clauses into the numbering of the exposure draft	6, 17, 29
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Exposure Draft—Ambulance and Patient Transport Industry Award 20XX

The Ambulance and Patient Transport Industry Award—Exposure Draft was first published on 5 September 2014. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporating changes resulting from [2019] FWCFB 2548, PR706898	32
	Incorporating changes resulting from AWR 2018–19 Decision [2019] FWCFB 3500, PR707515, PR707742	16, 18, 20, Schedule B—Summary of Hourly Rates of Pay—Clerical and Administrative Support Classifications, Schedule C
	Incorporating changes resulting from [2019] FWCFB 5144	26
	Incorporating changes resulting from [2019] FWCFB 5145 at [50] (<u>determination</u> in draft form).	7, 27, Schedule F
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 4.4, 4.5, 7.2, 8, 9, 10, 11, 11.4, 11.5, 13, 14, 17.2, 16, 18, 18.2, 18.3(e), 18.3(f), 18.3(g), Part 5—, 20, 20.4, 20.6 Part 6—, 22, 22.3(c), 22.11, , 22.4, 22.7, , 22.12, Part 8—, 31, 32, Schedule B, Schedule C, Schedule E, Schedule F
	Incorporating changes resulting from [2019] FWCFB 5409	4.4, 16

EXPOSURE DRAFT

Ambulance and Patient Transport Industry Award 20XX

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 and incorporates award updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Ambulance award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 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. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Ambulance and Patient Transport Industry Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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 E—Definitions sets out definitions that apply in this award.~~
- ~~1.5 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. Definitions

In this award, unless the contrary intention appears:

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

ADO means an accrued day off

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 18.2(a))

ambulance and patient transport industry has the meaning given in clause 4.2

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).

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NES means the National Employment Standards as contained in sections [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.

operational employee is an employee engaged in a classification provided for in clause A.1—Operational Classifications.

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 16—Minimum rates, 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 16.1(a)(iii)—Minimum rates.

State reference public sector modern award has the meaning in the [Act](#).

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 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.

4. Coverage

Clause 4.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 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.
- 4.2 The **ambulance and patient transport industry** means the provision of ambulance and patient transport services and ambulance and patient transport education and training.
- 4.3 This award does not cover an employer bound by any of the following awards:
 - (a) *Aged Care Award 20XX*;
 - (b) *Health Professionals and Support Services Award 20XX*;
 - (c) *Medical Practitioners Award 20XX*;

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- (d) *Nurses Award 20XX*; or
- (e) *Social, Community, Home Care and Disability Services Industry Award 20XX*.

4.4 This award covers any employer which supplies labour on an on-hire basis in the ambulance and patient transport 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~~ Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award does not cover:

- (a) employees excluded from award coverage by 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.

4.6 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.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

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- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee’s section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

7.1 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.

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

Clause	Provision	Agreement between an employer and:
13.1(d)	Ordinary hours of work and roster cycles	
15.2(a)	Paid crib time	An individual
16.4(c)	Relieving duties	An individual or a majority of employees
20.4	Time off instead of payment for overtime	An individual
22.11	Annual leave in advance	An individual
22.12	Cashing out of annual leave	An individual
27.3	Substitution of public holidays	The majority of employees An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

8.2 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.

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

- (a) 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;
- (b) has a regular pattern of work specifying the hours and days of the week to be worked;
- (c) has specified daily commencement and finishing times; and
- (d) 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.

10.2 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.

10.3 Any agreed variation to the regular pattern of work will be recorded in writing.

10.4 The minimum shift length for a part-time employee will be ~~four~~ 4 consecutive hours

10.5 All time worked in excess of the hours specified in accordance with clauses 10.2 or 10.3 will be overtime and paid in accordance with clause 20—Overtime of this award.

10.6 The provisions of clause 27—Public holidays will apply to part-time employees.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

- 11.1** A casual employee is an employee who is engaged and paid as a casual employee and will not include a part-time or full-time employee.
- 11.2** On each occasion a casual employee is required to attend work the employee will be paid for a minimum of ~~three~~ 3 hours' work, except by agreement between the employer and the employee.
- 11.3 Casual loading**
- (a) For each 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.
- (b) The casual loadings in clause 11.3 are paid instead of any weekend or public holiday rate that would otherwise apply.
- 11.4** Casual employees are not entitled to ~~accumulated~~ accrued 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.
- 11.5 Right to request casual conversion**
- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

- (e) Any request under this subclause clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b) clause 11.5(b).
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 30—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause 11.5, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.

- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under ~~this clause~~ 11.5.
- (o) Nothing in ~~this clause~~ 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this clause~~ 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ 11.5 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph (p)~~ clause 11.5(q).

12. Classifications

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

Part 3—Hours of Work

13. Ordinary hours of work

13.1 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 10—Part-time employees.
- (c) For the purposes of clause 13, 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

13.2 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~~ 4 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~~ 4 week cycle where practical.

13.3 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 13.3(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.

14. Rostering arrangements

14.1 Hours of duty may be worked Monday to Sunday in accordance with rosters.

14.2 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.

14.3 The employer will, wherever practicable, exhibit rotating rosters.

14.4 Rosters will show:

- (a) starting and finishing times 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 .

- 14.5** Saturday and Sunday duty will be equitably distributed between employees.
- 14.6** 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.
- 14.7** 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.

15. Breaks

15.1 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.

15.2 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 15.1.
- (b) Operational employees 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 15.1.
- (c) The crib period will be counted as time worked and taken at a time and place directed by the employer.

15.3 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.

15.4 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

16. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
Minimum rates table amended in accordance with [2019] FWCFB 5409 at [114].
See Schedule B—Summary of Hourly Rates of Pay—Clerical and Administrative Support Classifications for a summary of hourly rates of pay, including overtime.

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

(a) Operational classifications

The following tables provide minimum weekly and hourly rates by year of service.

(i) Operational classifications—Year 1

Employee classification	Minimum weekly rate <u>(full time employee)</u>	Minimum hourly rate
	\$	\$
Senior Station Officer	1199.80	31.57
Station Officer/Team Manager—Headquarters or Branch with 10 or more staff	1127.00	29.66
Station Officer/Team Manager—Branch with less than 10 staff	1100.60	28.96
Assistant Station Officer/Regional Relieving Officer	1071.20	28.19
Ambulance Officer	1009.00	26.55
Ambulance Attendant	1001.80	26.36
Student Ambulance Officer/Paramedic Level 3	982.20	25.85
Student Ambulance Officer/Paramedic Level 2	966.80	25.44
Student Ambulance Officer/Paramedic Level 1	908.60	23.91
Patient Transport Officer	938.70	24.70
Communications Call Taker	938.70	24.70
Clinical Transport Officer	915.80	24.10
Trainee Clinic Transport Officer	892.40	23.48
Fleet Maintenance Officer	1063.60	27.99
Mechanic	1009.00	26.55

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(ii) Operational classifications—Year 2

Employee classification	Minimum weekly rate <u>(full time employee)</u>	Minimum hourly rate
	\$	\$
Senior Station Officer	1207.50	31.78
Station Officer/Team Manager—Headquarters or Branch with 10 or more staff	1134.90	29.87
Station Officer/Team Manager—Branch with less than 10 staff	1107.90	29.16
Assistant Station Officer/Regional Relieving Officer	1078.80	28.39
Ambulance Officer	1016.80	26.76
Ambulance Attendant	1009.60	26.57
Student Ambulance Officer/Paramedic Level 3	992.60	26.12
Student Ambulance Officer/Paramedic Level 2	973.80	25.63
Student Ambulance Officer/Paramedic Level 1	915.80	24.10
Patient Transport Officer	945.60	24.88
Communications Call Taker	945.60	24.88
Clinical Transport Officer	920.80	24.23
Trainee Clinic Transport Officer	899.60	23.67
Fleet Maintenance Officer	1071.30	28.19
Mechanic	1016.80	26.76

(iii) Operational classifications—Year 3

Employee classification	Minimum weekly rate <u>(full time employee)</u>	Minimum hourly rate
	\$	\$
Senior Station Officer	1213.10	31.92
Station Officer/Team Manager—Headquarters or Branch with 10 or more staff	1140.40	30.01
Station Officer/Team Manager—Branch with less than 10 staff	1114.20	29.32
Assistant Station Officer/Regional Relieving Officer	1085.10	28.56
Ambulance Officer	1022.60	26.91

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Employee classification	Minimum weekly rate <u>(full time employee)</u>	Minimum hourly rate
	\$	\$
Ambulance Attendant	1015.30	26.72
Student Ambulance Officer/Paramedic Level 3	998.60	26.28
Student Ambulance Officer/Paramedic Level 2	980.40	25.80
Student Ambulance Officer/Paramedic Level 1	919.80	24.21
Patient Transport Officer	951.70	25.04
Communications Call Taker	951.70	25.04
Clinical Transport Officer	926.70	24.39
Trainee Clinic Transport Officer	905.90	23.84
Fleet Maintenance Officer	1077.90	28.37
Mechanic	1022.60	26.91

(b) Clerical and Administrative Support classifications

Employee classification	Minimum weekly rate <u>(full time employee)</u>	Minimum hourly rate
	\$	\$
Administrative Officer Band 1		
First year	850.40	22.38
Second year	886.60	23.33
Third year and thereafter	922.40	24.27
Administrative Officer Band 2		
First year	958.60	25.23
Second year	1002.50	26.38
Third year and thereafter	1046.40	27.54
Administrative Officer Band 3	1096.50	28.86
Administrative Officer Band 4	1161.50	30.57

16.2 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~~ 3 months.

16.3 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~~ 4 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.

16.4 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.

17. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

17.1 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.

17.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 17.2(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: ~~Paragraph (b) Clause 17.2(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 17.2~~. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

18. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

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

18.2 Wage-related allowances

See Schedule C—Summary of Monetary Allowances for a summary of hourly rates of pay, including overtime.

(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 annual leave. The following allowances are paid for all purposes under this award:

- (i) paramedic skills allowance (clause 18.2(b));
- (ii) CEP/Paramedic allowance (clause 18.2(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: **\$108.19** per week; or
- Level 2—second year of experience: **\$158.91** per week.

(ii) All other employees

- **\$63.50** 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	17.49
CEP allowance units 5–6	17.49
CEP allowance unit 7	21.78
Paramedic skills allowance (inclusive of CEP allowances 1–7)	120.16

- (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) **\$7.26** per ~~eight~~8 hour shift; and
- (ii) **\$0.92** per hour for each rostered hour in excess of ~~eight~~8 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:

- **\$4.81** per ~~eight~~8 hour shift; and
- **\$0.61** per hour for each rostered hour in excess of ~~eight~~8 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:

- **\$20.45** 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:

- **\$15.34** per eight hour shift; and
- a pro rata amount for any period in excess of eight hours.

(f) **Flying allowance**

A flying allowance of \$61.36 per ~~eight~~-8 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 \$46.02 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 \$3.37 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 \$4.81 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.

18.3 Expense-related allowances

(a) **Meal allowances**

(i) A meal allowance of \$16.06 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 \$4.24 is payable to an employee who is required to work for more than ~~five~~-5 consecutive hours without receiving a meal break.

(iii) A spoiled meal allowance of \$16.06 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 \$20.09 is payable to an employee who is required to work overtime for more than ~~two~~-2 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 18.3(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 18.3(b); and
- (iii) an allowance to cover meal expenses as follows:

	\$
Breakfast	16.06
Lunch	32.14
Dinner	48.21
Total	96.41

- (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 18.3(c) do not receive a meal allowance under clause 18.3(a).
- (vi) Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of **\$21.45** 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 **\$16.14** 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 allowance

(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 allowance

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 allowance** |

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 16—Minimum rates.

(h) Clause 18.3(g) will not apply to relieving staff whilst living away from home.

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 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(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 19.3(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—Overtime and Penalty Rates

20. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

20.1 Overtime rates

Subject to the on-call provisions in clause 20.5, 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%

For overtime worked on	Overtime rate % of ordinary hourly rate
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%

20.2 In the calculation of overtime each day stands alone.

20.3 Rest period after overtime

- (a) Overtime should be arranged so that an employee has at least ~~eight~~ 8 consecutive hours off duty between the work of successive days.
- (b) An employee working overtime, who does not have at least ~~eight~~ 8 consecutive hours off duty between workdays, must be released until the employee has had ~~eight~~ 8 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~~ 8 consecutive hours off duty, must be paid at the rate of double time until released from duty for ~~eight~~ 8 hours.
- (d) The employee in clause 20.3(c) is then entitled to be released from duty under clause 20.3(b).

20.4 Time off instead of payment for overtime

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 20.4 an employee who worked 2 overtime hours at **150%** of the ordinary hourly rate is entitled to 3 hours' time off.
- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

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- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e) clause~~ 20.4(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.4 will apply for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.4.

Example 1—Time off instead of payment for overtime

Jodie is a full-time Ambulance Officer—Year 2. Her ordinary rate of pay is \$26.76 per hour. She works ~~three~~ 3 hours overtime on Wednesday in addition to her ~~eight~~ 8 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 \$25.98 = \$347.88 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 \$25.98 = \$214.08 plus 5 hours leave paid at ordinary hourly rates

20.5 On-call

- (a) An employee who is rostered to be on-call is entitled to an on-call allowance in accordance with clause 18.2(h).
- (b) 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.
- (c) Nothing in ~~this~~ clause 20.5 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.
- (d) An employee will be free from on-call duty:
 - (i) every second weekend; and
 - (ii) for at least ~~eight~~ 8 days in each 14 consecutive days.
- (e) 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.
- (f) 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.
- (g) An on-call roster will not require an employee to be on-call for a period of less than ~~six~~ 6 hours except by mutual consent between the employer and employee concerned.

20.6 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 the rate of 200% of their ordinary hourly rate ~~at double time~~ for all time worked with a minimum payment of one and a half hours.

20.7 Stand-by

When an employee, other than an employee rostered on-call in accordance with clause 20.5, is required to stand by for any period outside the employee's ordinary hours, this period will be counted as time worked.

21. Penalty rates

21.1 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%

21.2 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 18.2(g).

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Annual leave is provided for in the [NES](#). ~~This clause~~ 22 contains additional provisions.

22.2 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~~ 7 days a week; and
 - (ii) is regularly rostered to work on Sundays and public holidays.

22.3 Payment for annual leave

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

- (a) 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 **allowance penalties** or over-award 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.

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

Despite anything else in clause 17, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

NOTE: Where an employee is receiving over award 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 sections 16 and 90 of the [Act](#)).

22.4 Excessive leave accruals: general provision

NOTE: Clauses 22.4 to 22.6 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.5 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)~~ [clause 22.5\(a\)](#):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 22.5(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 22.5(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 22.5(d) may result in the direction ceasing to have effect. See clause 22.5(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.6 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 22.6(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.5(a) that, when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 22.6(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.4, 22.5 or 22.6 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 22.6(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 22.6(a).

22.7 Annual close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

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 22.3 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.

22.8 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 section [90\(2\)](#) of the [Act](#).
- (b) An employee engaged for part of any year as a ~~seven-7~~ 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-7~~ day shiftworker.

22.9 Illness during annual leave

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.

22.10 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.

22.11 Annual leave in advance

- (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 22.11 is set out at Schedule D—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.11 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 22.11, 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.

22.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.12.
- (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 22.12 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 22.12 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.

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- (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 22.12 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.12.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.12.

NOTE 3: An example of the type of agreement required by clause 22.12 is set out at Schedule E—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Cash Out Annual Leave.

23. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

24. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

25. Community service leave

Community service leave is provided for in the [NES](#).

26. Unpaid family and domestic violence leave

Clause 26 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

27. Public holidays

Clause 27 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

27.1 Public holidays are provided for in the [NES](#).

27.2 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~~4 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~~7 days' notice will be given; or
- (c) one and a half days added to annual leave.

27.3 Public holiday substitution

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

27.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule F—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

28. Consultation about major workplace change

28.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

- 28.2** For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 28.3** Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 28.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 28.1(b).
- 28.5** In clause 28 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 28.6** Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.
- 29. Consultation about changes to rosters or hours of work**
- 29.1** Clause 29 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 29.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 29.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 29.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

- 29.4** The employer must consider any views given under clause 29.3(b).
- 29.5** Clause 29 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

30. Dispute resolution

- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 30.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 30.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.
- 30.8** While procedures are being followed under clause 30 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
 - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 30.9** Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of employment and Redundancy

31. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In ~~paragraph (b)~~ clause 31.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b)~~ clause 31.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b)~~ clause 31.1(b), then no deduction can be made under ~~paragraph (d)~~ clause 31.1(d).
- (f) Any deduction made under ~~paragraph (d)~~ clause 31.1(d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

Clause 32 amended in accordance with [\[2019\] FWCFCB 2548](#) at [6] and [PR706898](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

32.1 Transfer to lower paid duties on redundancy

- (a) Clause 32.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 32.1(c).
- (c) If the employer acts as mentioned in clause 32.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

32.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 32 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

32.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 32.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 32.3(b).
- (d) An employee who fails to produce proof when required under clause 32.3(b) is not entitled to be paid for the time off.
- ~~(a)~~(e) This entitlement applies instead of clause 31.2.

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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 18.2(b).

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

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- (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;

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- (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

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

Note: Summary tables of hourly rates of pay for full-time, part-time and casual employees in Operational classifications including penalties and loadings have not been included as a schedule in this exposure draft due to the various all-purpose allowances payable to different employees.

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

Employee classification	Weekday	Saturday and Sunday— all day	Public holiday— all day
	% of minimum hourly rate		
	100%	150%	250%
	\$	\$	\$
Administrative Officer Band 1			
First year	22.38	33.57	55.95
Second year	23.33	35.00	58.33
Third year and thereafter	24.27	36.41	60.68
Administrative Officer Band 2			
First year	25.23	37.85	63.08
Second year	26.38	39.57	65.95
Third year and thereafter	27.54	41.31	68.85
Administrative Officer Band 3	28.86	43.29	72.15
Administrative Officer Band 4	30.57	45.86	76.43

Commented [FWC1]: (Weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC2]: Base hourly rate increases by relevant percentage in cl 21.1.

NOTE: An additional shift allowance of \$46.02 per rostered period of duty may be payable in accordance with clause 18.2(g).

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

Employee classification	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	33.57	44.76	44.76	55.95
Second year	35.00	46.66	46.66	58.33
Third year and thereafter	36.41	48.54	48.54	60.68
Administrative Officer Band 2				
First year	37.85	50.46	50.46	63.08
Second year	39.57	52.76	52.76	65.95
Third year and thereafter	41.31	55.08	55.08	68.85
Administrative Officer Band 3	43.29	57.72	57.72	72.15
Administrative Officer Band 4	45.86	61.14	61.14	76.43

Commented [FWC3]: (Weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC4]: Base hourly rate increases by relevant percentage in cl 20.1

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

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

Commented [FWC5]: The casual hourly rate of pay was obtained by applying the casual loading (25%) to the base hourly rate of pay.

Employee classification	Weekday	Saturday and Sunday	Public holiday
	% of casual hourly rate (inclusive of casual loading)		
	125%	175%	200%
Administrative Officer Band 1			
First year	27.98	39.17	44.76
Second year	29.16	40.83	46.66
Third year and thereafter	30.34	42.47	48.54
Administrative Officer Band 2			
First year	31.54	44.15	50.46
Second year	32.98	46.17	52.76
Third year and thereafter	34.43	48.20	55.08

Commented [FWC6]: (Weekly rate ÷ 38) in cl 16.1(b) + casual loading (25%).

Commented [FWC7]: Base hourly rate increases by relevant percentage in cl 21.1.

Commented [FWC8]: Add in clause 11.3-casual loading

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Employee classification	Weekday	Saturday and Sunday	Public holiday
	% of casual hourly rate (inclusive of casual loading)		
	125%	175%	200%
Administrative Officer Band 3	36.08	50.51	57.72
Administrative Officer Band 4	38.21	53.50	61.14

- Commented [FWC6]:** (Weekly rate ÷ 38) in cl 16.1(b) + casual loading (25%).
- Commented [FWC7]:** Base hourly rate increases by relevant percentage in cl 21.1.
- Commented [FWC8]:** Add in clause 11.3- casual loading

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Schedule C—Summary of Monetary Allowances

See clause 18—Allowances for full details of allowances payable under this award.

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

C.1 Wage-related allowances:

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in 2—Definitions as the minimum weekly wage for an Ambulance Officer—Year 3 in clause 16.1(a)(iii) = **\$1022.60**.

Allowance	Clause	% of standard rate	\$ per week unless stated otherwise	<u>Payable</u>
Continuing Education Program (CEP)/Paramedic skills allowance ¹ :	18.2(c)			
CEP allowance units 1 to 4		1.71	17.49	<u>per week</u>
CEP allowance units 5 to 6		1.71	17.49	<u>per week</u>
CEP allowance unit 7		2.13	21.78	<u>per week</u>
Paramedic skills allowance (inclusive of CEP allowances 1 to 7)		11.75	120.16	<u>per week</u>
Communications centre allowance:				
Per eight 8 hour shift	18.2(d)(i)	0.71	7.26 per eight hour shift	<u>per eight 8 hour shift</u>
In excess of eight 8 hours	18.2(d)(ii)	0.09	0.92 per hour	<u>per hour</u>
Operational crewing allowances:				
For period of training— eight 8 hour shift	18.2(e)(i)	0.47	4.81 per eight hour shift	<u>per eight 8 hour shift</u>
For period of training— in excess of eight 8 hours	18.2(e)(i)	0.06	0.61 per hour	<u>per hour</u>
Operational duties	18.2(e)(ii)	2.00	20.45	<u>per week</u>

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Allowance	Clause	% of standard rate	\$ per week unless stated otherwise	<u>Pavable</u>
Operational stretcher duties	18.2(e)(iii)	1.50	15.34 per eight hour shift	<u>per eight hour shift</u>
Flying allowance	18.2(f)	6.00	61.36 per eight hour shift or part shift	<u>per eight hour shift</u>
Paramedic skills allowance ² :				
Ambulance service level 1	18.2(b)(i)	10.58	108.19	<u>per week</u>
Ambulance service level 2	18.2(b)(i)	15.54	158.91	<u>per week</u>
All other employees	18.2(b)(ii)	6.21	63.50	<u>per week</u>
Shift allowance	18.2(g)	4.50	46.02 per rostered period of duty	<u>per rostered period of duty</u>
On-call allowance	18.2(h)	0.33	3.37 per hour or part hour	<u>per hour or part hour</u>
Control call allowance	18.2(i)	0.47	4.81 per hour or part hour	<u>per hour or part hour</u>

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

C.1.2 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.2 Expense-related allowances

Allowance	Clause	\$	<u>Pavable</u>
Meal allowances	18.3(a)		
Away from employee's branch or usual place of work	18.3(a)(i)	16.06 per shift	<u>per shift</u>
No meal break	18.3(a)(ii)	4.24 per occasion	<u>per occasion</u>
Called back to duty—one spoiled meal allowance	18.3(a)(iii)	16.06 per shift	<u>per shift</u>

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Allowance	Clause	\$	Payable
Overtime	18.3(a)(iv)	20.09 per occasion	<u>per occasion</u>
Travelling allowances:	18.3(b)		
Motor vehicle		0.78 per km	<u>per km</u>
Relieving allowance—meal expenses:	18.3(c)(iii)		
Breakfast		16.06 per occasion	<u>per occasion</u>
Lunch		32.14 per occasion	<u>per occasion</u>
Dinner		48.21 per occasion	<u>per occasion</u>
Total		96.41 per occasion	<u>per occasion</u>
Living away from home allowance	18.3(c)(vi)	21.45 per night	<u>per night</u>
Incidental expenses allowance	18.3(d)(ii)	16.14 per day	<u>per day</u>

C.2.1 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:

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—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

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 E—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

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__

Schedule F—Part-day Public Holidays

Schedule F is inserted in accordance with [\[2019\] FWCFB 5145](#) at [50] ([determination](#) in draft form).

- F.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- F.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) 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 F.2(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 F.2(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.

F.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

F.3F.4 This schedule is not intended to detract from or supplement the [NES](#).