

CITATION: *Ambulance Service Employees' Award - State 2003*
Reprint of Award - 1 March 2011
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

AMBULANCE SERVICE EMPLOYEES' AWARD - STATE 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Ambulance Service Employees' Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Ambulance Service Employees' Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill
Industrial Registrar

AMBULANCE SERVICE EMPLOYEES' AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Ambulance Service Employees' Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Area of operation	1.3
Date of operation	1.4
Definitions	1.5
Parties bound	1.6
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
Procedures to implement facilitative Award provisions	2.2
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance procedure	3.1
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3
Incidental and peripheral tasks	4.4
Conduct of staff	4.5
Performance interviewing	4.6
Mutual change of rostered shifts and annual leave	4.7
Preference in special duties	4.8
Two classes of work	4.9
Anti-discrimination	4.10
Termination of employment	4.11
Introduction of changes	4.12

Subject Matter	Clause No.
Redundancy	4.13
PART 5 - WAGES AND WAGE RELATED MATTERS	
Payment of wages	5.1
Wages	5.2
Occupational superannuation	5.3
Allowances	5.4
Weekend penalty rates	5.5
Salary packaging	5.6
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Emergency availability and continuous standby	6.1
Hours of work	6.2
Overtime	6.3
Meal breaks	6.4
Rest pauses	6.5
Honorary ambulance officers	6.6
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Travelling, relieving and transfers	8.1
PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Uniforms	10.1
Staff amenities	10.2
PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Award posting	11.4
Industrial relations education leave	11.5

1.3 Area of operation

This Award applies throughout the State of Queensland to all categories of Employees for whom rates of pay and conditions are provided for in this Award.

1.4 Date of operation

This Award takes effect from 1 December 2003.

1.5 Definitions

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Chief Executive" means a person prescribed in the *Ambulance Act 1991* or for the purposes of this Award such other person to whom the Chief Executive has delegated specific authorities.

- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Communications Officer" or "Calltaker/Dispatcher" means an employee who receives and actions messages concerning ambulance operations and co-ordinates ambulance and patient movements in accordance with Queensland Ambulance Service policy and Procedures.
- 1.5.5 "Communications Centre Supervisor" or "Team Leader" means an employee in charge of a work unit of Communications Officers.
- 1.5.6 "Employee" means a person employed by the Queensland Ambulance Service for whom rates of pay and conditions are provided in this Award.
- 1.5.7 "Paramedic" means an Employee who has satisfactorily completed the Associate Diploma of Applied Science (Ambulance) or recognised equivalent.
- 1.5.8 "Paramedic Advanced Care" means an employee who has satisfactorily completed the Diploma of Health Science (Pre-hospital Care); or the Associate Diploma of Applied Science (Ambulance) and the In Service Continuing Education Program Levels 1, 2, 3 and 4; or recognised equivalent.
- 1.5.9 "Paramedic (Intensive Care)" means an employee who has satisfactorily completed the Advanced Diploma of Health Science (Pre-hospital Care) or recognised equivalent.
- 1.5.10 "Paramedic Student" means an employee enrolled in the Diploma of Health Science (Pre-hospital Care).
- 1.5.11 "Patient Transport Officer" means an employee who performs work in the non-emergency pre-hospital environment'
- 1.5.12 "Station Officer" means an Employee remunerated at the level of Station Officer 1, 2, 3 or 4.
- 1.5.13 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.6 Parties bound

This Award is legally binding upon the Employees as prescribed by clause 1.3 and their employers, and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and Employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

2.2 Procedures to implement facilitative Award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Chief Executive and the Union or the Chief Executive and the majority of Employees affected, the following procedures shall apply:

- 2.2.1 Facilitative award provisions can be negotiated between management and Employees who are directly affected by such proposals or between management and the union depending upon the particular award provisions.
- 2.2.2 Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.
- 2.2.3 Facilitative award provisions can only be implemented by agreement.

- 2.2.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 2.2.5 Agreement is defined as obtaining consent of greater than 50% of Employees directly affected or of the union depending upon the particular award provisions.
- 2.2.6 Where a provision refers to agreement by the majority of Employees affected, all Employees directly affected shall be consulted as a group. Should the consultation process identify Employees with specific concerns which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.
- 2.2.7 Any agreement reached must be documented, and shall incorporate a review period.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance procedure

- 3.1.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.
- 3.1.2 *Stage 1:* In the first instance the Employee shall inform the Station Officer in charge of the Employee's Station of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an Employee may wish to exercise the right to consult such Employee's Union representative during the course of Stage 1.
- 3.1.3 *Stage 2:* If the grievance remains unresolved, the Employee shall refer the grievance to the Area Manager. The Area Manager will consult with the parties. The Employee may exercise the right to consult or be represented by such Employee's Union representative during the course of Stage 2.
- 3.1.4 *Stage 3:* If the grievance is still unresolved, the Area Manager will advise the Assistant Commissioner who will notify the Commissioner of the existence of the grievance. The grieved Employee may submit the matter in writing to the Commissioner if such Employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The Commissioner shall ensure that:

The aggrieved Employee or Union representative has the opportunity to present all aspects of the grievance;

- (a) The grievance shall be investigated in a thorough, fair and impartial manner.

The Commissioner may appoint the Assistant Commissioner or any other person to investigate the grievance. The Commissioner may consult with the Union in appointing an investigating officer. The appointed person shall be other than the Employee's Station Officer or Area Manager.

If the matter is notified to the Union, the investigating officer shall consult with the Union during the course of the investigation. The Commissioner shall advise the Employee initiating the grievance, of the Union representative or any other Employee directly concerned of the determinations made as a result of the investigation of the grievance.

- 3.1.5 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise;
- Stage 1:* Discussions should take place between the Employee and such Employee's Station Officer In Charge within 24 hours and the procedure shall not extend beyond 7 days.
- Stage 2:* Not to exceed 7 days.
- Stage 3:* Not to exceed 14 days.
- 3.1.6 If the grievance is not settled the matter shall be referred to the Public Service Commissioner, or the Commission, by the Employee or the Union, as appropriate, in accordance with the respective jurisdictions of the Tribunals.
- 3.1.7 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

- 3.18 Where the grievance involves allegations of sexual harassment, an Employee may commence the procedure at Stage 3.
- 3.1.9 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

- 4.1.1 Employees covered by this Award will be advised in writing of their employment status upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time;
- (c) Casual.

4.2 Part-time employment

- 4.2.1 Part-time employment is defined as employment of a lesser number of hours than constitute full-time employment under this Award.

The following conditions apply to part time employees:

- 4.2.2 The Chief Executive, or delegate shall determine the number of hours the employee may work and a regular pattern for the hours to be worked.
- 4.2.3 Subject to the provisions contained in clause 4.2, all provisions of this Award applicable to full-time employees apply to part-time employees on a pro rata basis where appropriate.
- 4.2.4 When a part-time employee is authorised to work additional hours outside the rostered shift, the part-time employee is eligible for payment of overtime in accordance with the provisions of clause 6.3 of this Award.
- 4.2.5 A part-time employee may be appointed to more than one position in the Queensland Ambulance Service provided that the maximum number of ordinary hours for which they are employed shall not exceed 76 hours per fortnight.
- 4.2.6 Where the employee and employer agree, part-time employment may be converted to full-time and vice-versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3 Casual employment

A casual Employee means an Employee who is engaged as such on an hourly basis.

4.4 Incidental and peripheral tasks

- 4.4.1 An employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training.
- 4.4.2 An employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.4.3 Any direction issued by an employer pursuant to clause 4.4.1 and 4.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Conduct of staff

All matters relating to the conduct of staff shall be dealt with under the Employee Performance Interview Code of Practice or the Disciplinary Code of Practice issued by the Commissioner of the Queensland Ambulance Service. Performance interviewing should, where appropriate, be used as an alternative to disciplinary action.

4.6 Performance interviewing

4.6.1 Purpose of performance interviewing

Performance interviewing can be used as an alternative to formal disciplinary action in resolving problems relating to the conduct of staff.

- (a) If the issue is not appropriate to be dealt with under the Disciplinary Code, the Supervisor, as determined by the Regional Assistant Commissioner, is to consider whether performance interviewing would be more appropriate than formally charging the officer concerned. Performance interviewing should, where appropriate, be used as an alternative to disciplinary action.

4.6.2 The preliminary interview (Informal)

Before deciding on formal performance interviewing, the Supervisor may decide to conduct an informal preliminary interview with the Officer alleged to have a problem with work performance or conduct. The main aim of the preliminary interview is to identify (in an informal way) the possible causes of the work related problem(s) and determine what remedial action is to be taken.

The Supervisor should outline the aspects of the officer's conduct which are causing concern. The Supervisor should then allow the officer an opportunity to respond and together, they should discuss options for resolving any problem(s) identified. The Supervisor should also stress to the officer that this interview is "informal" and off the record. Officers should also understand that the "informal" procedures will not be taken into account for any subsequent disciplinary action or promotion and will not appear on the officer's personal record.

The Supervisor and officer concerned should come to an agreement about the proposed course of action and set a review date to check progress.

The Supervisor conducting the preliminary interview should assess the appropriateness of referring the matter to the appropriate peer support personnel if there is a possibility that the work performance deficiency is stress related. If an Employee is referred for stress counselling, the procedures contained in this code should not be utilised.

The Supervisor conducting the preliminary interview should also assess the appropriateness of referring the officer for a medical examination if there is a possibility that the work performance deficiency is related to a medical problem.

- (a) On the review date the Supervisor should discuss with the officer how the officer has progressed. If progress has been satisfactory, the Supervisor should say so and encourage the officer to maintain the good standard. If the agreed course of action has not been followed or has not resulted in an improvement, the Supervisor is to consider whether a "formal" performance interview for the officer is necessary.

4.6.3 The formal performance interview

Before conducting a formal performance interview, the Supervisor must have established the facts and outlined and considered the officer's explanation. The Supervisor must then consider whether performance interviewing would be more appropriate than formally charging the officer.

The Supervisor must advise the officer that the Employee may have a Union representative or a witness present at the formal performance interview.

The main aim of the formal performance interview is to inform the officer that:

- (i) The Supervisor is of the opinion that the officer has a specific or general work related problem.
- (ii) Although it has been decided that formal disciplinary action will not be taken at this stage, the matter is regarded as serious.

A Supervisor may, if the supervisor chooses, have a witness present during the performance interviews.

- (d) In the course of the interview, the following points are to be clearly explained to the officer:

- (i) The standards of conduct or work performance which are expect of the officer;
- (ii) How the officer has fallen short of these standards;
- (iii) The consequences which may result from continued or repeated failure to adhere to these standards;
- (iv) Where appropriate, measures the officer needs to take to improve the officer's performance.

Officers are to be made aware that their performance will continue to be monitored and a date is to be set to review progress. Officers should also understand that this performance interview may be taken into account in any subsequent disciplinary action and that it may be relevant to other decisions affecting their career (e.g. in relation to promotion). However, as far as possible the interview should end on a positive note, emphasising the opportunity for the officer to remedy the situation.

4.6.4 *Records of formal performance interviews*

- (a) Written records are to be kept for all formal performance interviews conducted. At the beginning of the interview, officers are to be advised that such record will be made.

An officer is to be invited to sign the record and given a copy of it. The Officer may add the officer's own comment to the record by way of explanation.

- (b) Records of formal performance interviews conducted by Assistant Commissioners or Area Managers, record action taken as an alternative to formal disciplinary action and accordingly, are to be placed on the officer's personal file.

Formal performance interview records should be retained for a period not exceeding 2 years. After 2 years, records are to be destroyed, unless disciplinary action has been taken within that 2 year period and information contained in the record is relevant to that action.

4.7 Mutual change of rostered shifts and annual leave

The Station Officer may, upon the application of any Employee, approve of mutual change of rostered shifts or the date of taking annual leave between such Employee and another Employee at that Station.

4.8 Preference in special duties

Preference in special duties shall be offered in the first instance, on a fair and equitable basis, to Employees who are rostered to perform on-road duty.

Provided that any Employee who may be called to perform special duty shall have a minimum 6 hour rest period before commencing such duty.

4.9 Two classes of work

Where an Employee on any one day performs 2 or more classes of work to which a differential rate fixed by this Award is applicable, such Employee if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the Employee works on that day at the same rate which shall be at the highest rate fixed by this Award in respect of any such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate the Employee shall be paid at such higher rate for 4 hours.

4.10 Anti-discrimination

4.10.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.10.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.10.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.10.4 Nothing in clause 4.10 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

- (b) an Employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.11 Termination of employment

4.11.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.11.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	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

- (b) In addition to the notice in clause 4.11.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in clause 4.11.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.11.3 Notice of termination by employee

- (a) Written notice of resignation of not less than 2 weeks shall be given by the Employee. Such 2 weeks shall not include annual leave unless mutually agreed.

- (b) Where 2 weeks' notice is not given, the equivalent amount of salary shall be forfeited in lieu.

- (c) In the case of an Employee whose resignation is to take effect less than 2 weeks after it is given, the Employee shall forfeit 2 weeks' salary or such lesser amount as the employer considers to be fair and reasonable.

4.11.4 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.12 Introduction of changes

4.12.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.12.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.12.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.13 Redundancy

4.13.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.13.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.13.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.13.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under 4.11.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and

(ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and

(iii) any other amounts payable under the employee's employment contract.

4.13.3 *Transmission of business*

(a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

(i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

(ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

(b) In clause 4.13.3 "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.13.4 *Time off during notice period*

(a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.13.6 *Severance Pay*

(a) In addition to the period of notice prescribed for ordinary termination in clause 4.11.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(a) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) "Weeks' pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.13.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.13.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.13.10 *Employees with less than one year's service*

Clause 4.13 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.13.11 *Employees exempted*

Clause 4.13 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.13.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.13 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A "company" shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or

(ii) where the employee rejects an offer of employment with the transmittee:

(A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

(B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.13.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.13.15 *Application of Queensland Government Directives*

The provisions of clause 4.13 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.13.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Payment of wages

5.1.1 All Employees shall have their wages paid fortnightly.

5.1.2 Such payment shall be made by direct transfer to an Employee's account with a financial institution.

5.1.3 Wages paid into an Employee's account will be available no later than Thursday of each pay period.

5.1.4 If a Thursday is a public holiday, clause 5.1.3 shall be deemed to have been complied with if wages are available the following day.

5.2 Wages

5.2.1 The minimum rates payable to the following class of Employees under this Award shall be:

	Per Fortnight \$
Patient Transport Officer	1,354.90
Paramedic Student Level 1	1,354.90
Paramedic Student Level 2	1,463.10
Paramedic Student Level 3	1,524.40
Paramedic	1,641.80
Paramedic Advanced Care	1,724.90
Paramedic (Intensive Care)	1,868.60
Station Officer Level 1	2,015.90
Station Officer Level 2	2,107.90
Station Officer Level 3	2,212.30
Station Officer Level 4	2,264.50
Communications	
Level 1 Calltaker/Dispatcher (Probationary)	1,426.80
Level 2 Calltaker/Dispatcher	1,582.10
Level 3 Calltaker/Dispatcher	1,625.30
Level 4 Calltaker/Dispatcher	1,657.20
Communications Centre Supervisor Level 1	2,015.90
Communications Centre Supervisor Level 2	2,107.90
Communications Centre Supervisor Level 3	2,212.30

Afcom Employees

Communications Officer Level 1	1,394.60
Communications Officer Level 2	1,503.80
Communications Officer Level 3	1,626.00
Communications Officer Level 4	1,676.30
Communications Officer Level 5	1,727.00
Supervisor/Team Leader Level 1	2,108.10
Supervisor/Team Leader Level 2	2,160.30
Supervisor/Team Leader Level 3	2,212.30
Supervisor/Team Leader Level 4	2,264.20

The rates of pay in clause 5.2 comprise the minimum rates payable under this Award.

The rates incorporate adjustments based upon the Queensland Ambulance Service Enterprise Partnership Agreement 1999 (CA340 of 1999) and the AFCOM Enterprise Partnership Certified Agreement 2000 (CA604 of 2000).

5.2.2 In addition to the above rates Officers who are certified Aerial Ambulance Attendants, who are certified coronary care officers, or who are certified to use cannulation and are classified below the rank of Senior Ambulance Officer Grade 3, shall receive an allowance of \$35.50 per week to be paid for all leave purposes.

5.2.3 Casual Employees shall be paid at the rate of 23% above the ordinary hourly rate.

5.2.4 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

5.2.5 Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3 Occupational superannuation

5.3.1 Definitions

"Approved Superannuation Fund" means the QSuper scheme.

"Eligible Employee" means an Employee as defined in clause 1.5 of this Award.

(a) "Employer" means The Queensland Ambulance Service established pursuant to the *Ambulance Service Act 1991*.

5.3.2 Contributions

Shall be paid by all employers to each eligible Employee into the Approved Superannuation Fund on the following basis:

9% of the ordinary time earnings of each eligible Employee per week.

(a) Ordinary time earnings shall mean the actual rate of pay the Employee receives including shift loading. Ordinary time earnings shall not include overtime disability allowance, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.

5.3.3 For the purpose of clause 5.3.3 ordinary time earnings for Station Officers who work unlimited hours on 5 days of the week shall include the loading provided for in clause 5.4.9.

5.4 Allowances

5.4.1 *Wet allowance* - Where an Employee is detailed to perform duty in wet weather at sporting fixtures at a place where no shelter is provided, the Employee shall be paid an allowance at the rate of 88.25c per hour or part thereof for all time whilst so engaged at such place.

5.4.2 *Collecting money* - Employees, whose duties are restricted to collecting money, shall, if required to collect and/or receive and receipt for money as part of their duties, be paid an allowance of \$4.00 per week in addition to their ordinary wage rate.

If the amount collected and/or received and receipted by any Employee in any one week exceeds \$397.00, the allowance shall be increased to \$8.20 for that week;

Provided, however, that such increased allowance shall be paid only to the Employee who actually collects and/or receives and receipts for such amount

5.4.3 *Kit allowance* - Where an Employee is required to supply the Employee's own kit and instruments, such Employee shall be paid the sum of \$1.14 per week kit allowance.

5.4.4 *Shift work allowance* - Employees who work shifts where the rostered hours are not completely contained within the hours of 6.00 a.m. to 6.00 p.m., shall be paid \$9.70 for each such shift worked (such allowance to be adjusted in accordance with Declarations of General Ruling for Afternoon and Night Shift Allowances):

Provided that where a continuous period of work spans midnight and is of at least 10 hours duration, 2 shift allowances shall be paid. Such allowance shall not be paid for shifts that attract penalty rates (i.e., Saturday, Sunday, public holiday or overtime shifts) and shall not be taken into account in the calculation of overtime, sick leave and long service leave, but shall be paid during periods of annual leave.

5.4.5 *Aerial ambulance allowance* - Where an Employee is required to travel in an aerial ambulance in the course of the Employee's duties, the Employee shall be paid an allowance of \$10.59 per trip whilst so engaged.

5.4.6 *Lecture Allowance* - Where an Employee is required to deliver a lecture other than to members of staff on first aid practice, the Employee shall be paid an allowance of \$10.25 per lecture whilst so engaged.

5.4.7 *Laundry Allowance* - All Employees shall be paid a laundry allowance of \$2.75 per week. In lieu of the payment of this allowance, all items of uniform, the property of the employer, may be laundered by the employer.

5.4.8 *Locality Allowances* - Officers who are employed in stations west of a line drawn on 146 degrees longitude starting with the Queensland/New South Wales border to intersection with 22 degrees latitude then West to intersection with 144 degrees longitude and North to the border, shall be entitled to the locality allowances as prescribed in *Directive 19/99 Locality Allowances*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*

5.4.9 *Station Officer loading* - Station Officers who are employed to be the Officer-In-Charge of specified Stations shall, if required to work unlimited hours be paid a 20 % loading in addition to the appropriate wage prescribed in clause 5.2.1. Such loading shall be deemed to compensate such Employees for any absence of limitation upon ordinary working hours on 5 days of the week.

5.4.10 (a) Where Employees who are undertaking relieving duty which requires such Employees to be absent overnight from their place of residence, suitable meals will be provided by the employer or the Employees shall be paid a meal allowance of \$7.50 for each meal provided by such Employees.

(b) Meal allowances currently paid during Employees' attendance at a course of instruction conducted by the Queensland Ambulance Service Education Centre shall be \$7.50 for each meal.

(c) The meal allowances specified in clauses 5.4.10(a) and (b) shall be adjusted in accordance with Declarations of General Ruling for Meal Allowance.

5.4.11 Where an Employee uses a privately owned motor vehicle in the course of the employer's business, such Employee shall be paid at the rate of 33.1 cents per kilometre for each kilometre so travelled.

5.4.12 *Allowances Paid to Employees Participating in Community Education Instruction Outside Normal Rostered Hours* - Employees engaged in Community Education outside normal rostered hours shall be paid \$33.30 per hour. Such payment shall be deemed to include any travelling time and travelling cost associated with any First Aid course, the total hours of which shall be in accordance with the nominal duration of each prescribed course. The participation in these courses shall be at the option of the Employee concerned.

In addition, Employees will be remunerated for the time required to review each completed First Aid workbook, and will be paid \$10.00 per First Aid workbook reviewed.

To ensure that Community Education instruction is not interrupted and has continuity of instructors, Employees rostered to be on-call or on Emergency Availability duty shall not be engaged in Community Education instruction.

5.5 Weekend penalty rates

All ordinary time worked between midnight on Friday and midnight on Saturday shall be paid for at one and a-half times the ordinary rate; and all ordinary time worked between midnight on Saturday and midnight on Sunday shall be paid for at double the ordinary rate:

Provided that in relation to casual Employees, Saturday, Sunday and public holiday penalty rates shall include the casual loading as prescribed in 5.2.3.

5.6 Salary packaging

5.6.1 Salary packaging is available for Employees of the Queensland Ambulance Service.

5.6.2 As part of the salary packaging arrangements, the cost of administering the package, including fringe benefits tax, will be met by the participating Employee.

5.6.3 There will be no additional increase in superannuation costs or to fringe benefits payments made by the Queensland Ambulance Service.

5.6.4 Increases or amendments in taxation are to be passed to Employees as part of their salary package.

5.6.5 Employees must provide to the Queensland Ambulance Service evidence of financial advice prior to taking up a salary package.

5.6.6 There will be no significant additional administrative workload or other ongoing cost to the Queensland Ambulance Service. Any additional administrative and fringe benefit tax costs are to be met by the Employee.

5.6.7 Any increases or amendments to taxation, excluding payroll tax that result in additional costs are to be passed on to the Employee as part of the salary package.

5.6.8 The Employee's salary for superannuation purposes under a salary packaging arrangement will be in accordance with clause 5.3, Occupational Superannuation, of this Award. The Employee's salary for severance and termination payment will be the gross salary which the Employee would receive if not taking part in salary packaging arrangements.

5.6.9 The implementation of salary packaging arrangements for Queensland Ambulance Service Employees will comply with any Directives issues by the Minister for Industrial Relations, Government circulars and Government policy.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Emergency availability and continuous standby

6.1.1 Emergency availability

An Employee is said to be placed on emergency availability when the Employee is instructed during normal working hours that the Employee may be required to perform overtime work in relation to emergency situations which may occur within a specific period outside normal rostered hours. Such an instruction requires an Employee to be within the telephonic communication at the Employee's home or at a previously notified location during the time of emergency availability and, during that period, to be available immediately to return to work.

An Employee placed on emergency availability shall be paid at the rate of 2.5% of the weekly wage for every continuous period up to a maximum of 16 hours that the Employee performs such duty

- (a) Notwithstanding clause 6.1.1(b), no Employee shall be on emergency availability within 2 hours of commencing the normal rostered shift, in the case of shift workers, or within 2 hours of the normal starting time, in the case of day workers.

6.1.2 Continuous stand-by

An Employee is said to be placed on continuous stand-by when the Employee is required to be within notified telephonic reach and during such stand-by is required to answer incoming telephone calls such as are normally received at the Station and is in readiness for immediate return to duty.

With the agreement of an Employee and the Union, continuous stand-by duty may be performed at the Station at no extra cost to the Queensland Ambulance Service.

An Employee shall only be placed on continuous stand-by during absence from the Centre of the Station Officer on days off or during the Station Officer's absence on sick leave or any other leave for a period not exceeding 2 weeks.

An Employee on continuous stand-by shall be paid 20% of the appropriate weekly rate as prescribed by clause 5.2.1 for every continuous period up to a maximum of 16 hours that such duty is performed.

An Employee not on continuous stand-by pursuant to clause 6.1.2, who is required to answer incoming telephone calls such as are received at the Station, shall be deemed to be working and shall be paid at the appropriate rate.

6.1.3 An Employee placed on emergency availability or continuous stand-by pursuant to clause 6.1 shall, if called out to perform work, be paid for the time so worked at the appropriate overtime rate prescribed by this Award, calculated from the time the Employee leaves home to the time the Employee returns home, with a minimum payment as for 2 hours.

6.1.4 An Employee required to perform emergency availability or continuous stand-by duty on days off shall be deemed to be working and shall be paid for all the time that the Employee is placed on such duty at the rate of double time.

6.1.5 No Employee shall be placed on emergency availability and/or continuous stand-by for more than 10 days in any continuous 2 week period.

6.2 Hours of work

6.2.1 The ordinary working hours of Employees shall not exceed an average of 38 hours per week and shall be worked in accordance with a roster agreed upon between the Queensland Ambulance Service and the Union. A copy of this roster shall be posted up in a conspicuous place accessible to Employees:

Provided that, in emergency circumstances, Employees may be required to temporarily work additional and/or altered shifts, subject to clause 6.3:

Provided further, that any such alteration may, by mutual agreement between the Queensland Ambulance Service and the Union, be made to operate for such period as they may determine.

6.2.2 All Employees shall be entitled to days off at the ratio of at least 2 days off for every 5 worked. For the purpose of clause 6.2.2, a day shall mean the period from midnight to midnight. These days off must be grouped to provide a minimum of 2 consecutive days in any fortnight pay period. Alternatively, one day in one week and 3 days during the following week shall satisfy clause 6.2.2.

6.2.3 The method of implementation of the 38 Hour Week shall be by agreement between the Queensland Ambulance Service and the Union as recorded in a Memorandum of Understanding between the parties.

6.3 Overtime

6.3.1 Except as hereinafter provided, all time worked by Employees outside of their normal rostered hours, as provided for in clause 6.2, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter on any one day.

6.3.2 All overtime worked on Saturdays and Sundays, or if required by the employer on an Employee's rostered day off, shall be paid for at the rate of double time.

Where practicable, the Queensland Ambulance Service, shall give the Employee concerned at least 24 hours' notice of the requirement to work on rostered days off.

6.3.3 Where an Employee is required to work overtime in excess of one hour after normal ceasing time, if this be 5.00 p.m or later on a day or afternoon shift, or 7.00 a.m. or later on night shift, the Employee shall be entitled to a meal allowance of \$12.10.

Where an Employee is required to work overtime in excess of 2 hours after the normal ceasing time if this be prior to 5.00 p.m. on any other shift, the Employee shall be entitled to a meal allowance of \$12.10.

6.3.4 Where an Employee is recalled to duty after having ceased work and having left the employer's premises, the Employee shall be paid as for a minimum of 2 hours work at the appropriate overtime rate.

6.3.5 *Fatigue break* - The employer shall ensure that all Employees will be given an uninterrupted break from duty of at least 8 consecutive hours between the cessation of a rostered shift and the commencement of the following rostered shift:

Provided that the foregoing need not apply where an Employee requests a change of rostered shift.

Where an Employee is required to undertake out of hours duty between the hours of 9.00 p.m. and 5.00 a.m., the 8 hour break shall commence upon the completion of such duty.

Where an Employee has not had an uninterrupted 8 hour break between the cessation of a rostered shift and the commencement of the following rostered shift, such Employee shall not be required to commence duty until such time as an uninterrupted break of 8 hours has occurred. Such absence between the commencement of a rostered shift and the actual commencement of duty shall be paid as if duty commenced at the rostered starting time.

If, on the instructions of the employer, such an Employee resumes or continues work without having had 8 consecutive hours off duty, the Employee shall be paid at the rate of double time until released from duty for such period and then shall be entitled to be absent until 8 consecutive hours off duty without loss of pay for ordinary working time that has occurred during such absence.

At all times, the employer shall pay cognisance to the health and safety of Employees and the responsibility to the public to provide the best possible quality patient care.

6.4 Meal breaks

6.4.1 All Employees shall be entitled to a break of not less than 30 minutes' duration for a meal during each shift, to be taken at such time as will not interfere with the continuity of work and where practicable to commence not earlier than after 4 hours work and to be completed not later than before the completion of 6 hours work. No deduction of pay shall be made for 30 minutes of such a break.

6.4.2 Where an Employee has commenced the break and is called on to attend a case or cases before completing such a break, or where an Employee completes a shift without having had such a break, such Employee shall be paid an allowance of \$13.47.

Henceforth this allowance will increase via an equivalent percentage amount in accordance with General Rulings on Meal Allowance.

6.4.3 Notwithstanding all the foregoing of clause 6.4, the Union may consent in writing to such other arrangements in respect of breaks for a meal or crib, as may be mutually agreed upon between the Union and the Employer.

6.5 Rest pauses

Every Employee shall be entitled to one rest pause of 20 minutes' duration in the employer's time during the Employee's daily work. Such rest pause shall be organised in such a manner as to provide approximately equal periods of work each day but shall always be taken as not to interfere with the continuity of work where continuity is necessary.

6.6 Honorary ambulance officers

The hours of duty of Honorary Ambulance Officers shall be worked according to a time sheet to be agreed upon between the Union and the Queensland Ambulance Service.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 All Employees, after completing each year of employment, will be entitled to 6 weeks and 2 days' annual leave on full pay. Of this leave, one week and 2 days shall be in lieu of extra payment for work done on holidays mentioned in Clause 7.6

7.1.2 Such annual leave shall be exclusive of Labour Day if such holiday occurs during the period of that leave; and if such holiday occurs on the day when an Employee is on the Employee's normal day off one day shall be added to the annual leave.

7.1.3 Should any Employee leave the Service on the Employee's own initiative, or be discharged after any annual leave has become due and without having taken same, the Employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages the Employee was earning at the date of such leave or discharge.

7.1.4 Should any Employee leave or be discharged before such annual leave has become due, the Employee shall be paid a *pro-rata* monetary equivalent for the period worked upon termination of employment.

7.1.5 Annual leave shall be paid for in advance and, except as otherwise provided herein, it shall not be lawful for the employer to give, or for an Employee to receive, payment in lieu of such annual leave.

7.1.6 The annual leave prescribed by clause 7.1.1 may, at the option of the Employee concerned and with the consent of the employer, be allowed to accumulate for 2 years but for no longer period, and may be taken in no more than 2 periods.

7.1.7 *Calculation of annual leave payments*

In respect to leave entitlements to which clause 7.1 applies, annual leave payments (including any proportionate payments) shall be calculated as follows:

- (a) Shift Workers - Subject to clause 7.1.7(c), the rate of wage to be paid to a shift worker shall be the rate payable for working ordinary time according to the Employee's roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands, etc. - Subject to clause 7.1.7(c), leading hands allowances and amounts of like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to Employees during annual leave.
- (c) All Employees - Subject to clause 7.1.7 (d), in no case shall the payment by an employer to an Employee be less than the sum of the following amounts:
 - (i) The Employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) Leading hand allowances or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17½ per cent of the amounts referred to in clauses 7.1.7(c)(i) and (ii).
- (d) Clause 7.1.7 (c) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - 5 weeks in the case of Employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (ii) Employers (and their Employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to Employees.

7.2 Sick leave

7.2.1 All Employees (other than Employees employed upon a casual basis) shall be entitled to 80 hours' sick leave per annum, accumulating at the rate of 8 hours for each completed 5 weeks of service:

Provided that Employees employed on the coming into effect of clause 7.2, shall be credited with an immediate bank of 200 hours accumulated sick leave, plus an additional 20 hours accumulated sick leave for each completed year of current continuous service.

Employees employed subsequent to the coming into effect of clause 7.2, shall be credited with an immediate bank of 80 hours accumulated sick leave.

7.2.2 The continuity of service for the purposes of calculating sick leave accumulation, shall be deemed not to have been broken by any unpaid absence from employment of less than 3 months' duration. Such unpaid absence shall not be taken into account in calculating the period of completed employment for which an Employee's sick leave entitlement is to accumulate.

7.2.3 Every Employee absent from work through illness, on the production of a certificate from a qualified medical practitioner specifying the nature of the illness and the period or approximate period during which such Employee will be unable to work, or of other evidence of illness to the satisfaction of the Queensland Ambulance Service, shall subject as herein provided, be entitled to payment in full for all time absent from work:

Provided that it shall not be necessary for an Employee to produce such a certificate if the absence from work on account of illness does not exceed 2 consecutive periods of duty.

7.2.4 Where an Employee becomes ill during annual leave, such Employee, upon the production of a certificate from a qualified medical practitioner covering the period of such illness, shall, subject to clause 7.2, be entitled to sick

leave in lieu of annual leave for any such period of 3 consecutive days or more and such Employee's annual leave entitlement shall be extended accordingly.

7.2.5 The Queensland Ambulance Service reserves the right to require any Employee claiming sick pay or in receipt of Workers' Compensation pay to be examined by a doctor nominated by the Queensland Ambulance Service.

7.2.6 Any Employee who is incapacitated for work on account of injury or illness while on duty or in the discharge of any duty incidental to such Employee's work as an Ambulance Officer entitling the Employee to compensation under the *Worker's Compensation and Rehabilitation Act 2003*, shall be entitled to leave of absence and during such absence shall, for a period of up to 52 weeks receive the weekly wage. If during the 52 week period the workers compensation payment is less than the weekly wage, the Queensland Ambulance service will pay the difference between such payment and weekly wage:

Provided that such leave and payments made shall not be debited against any sick leave accumulation.

7.2.7 Employees who, at the date of coming into operation of clause 7.2, were paid sick leave under the provisions of the registered Industrial Agreement A39 of 1990, will not suffer any reduction in sick leave entitlement.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time Employees shall, on the death of a member of their immediate family or household, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the Employee in 2 ordinary days of work. Proof of such death is to be furnished by the Employee to the satisfaction of the employer.

7.3.2 "Immediate family" includes:

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the Employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

7.3.3 Unpaid leave

An Employee with the consent of the employer, may apply for unpaid leave when a member of the Employee's immediate family or household dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 Long service leave

7.4.1 The entitlement of any and every Employee to long service leave on full pay shall be in respect of continuous service with the Queensland Ambulance Service and the amount and further amounts of that long service leave shall:

(a) In the case of an Employee who shall have completed a period of 10 years' continuous service with the Queensland Ambulance Service be 13 weeks.

In the case of an Employee who, after completing the first or a subsequent period of 10 years' service with the Queensland Ambulance Service continues that service until such Employee shall have completed a further period of 10 years' service with the Queensland Ambulance Service be a further 13 weeks; and

(b) In the case of an Employee who, after completing the first or a subsequent period of 10 years' service with the Queensland Ambulance Service continues that service until the Employee shall have completed at least a further 5 years' service but less than a further 10 years' service with the Queensland Ambulance Service and who terminates that service, or when the Queensland Ambulance Service terminates that service for any cause other than serious misconduct, or who dies, be a proportionate further amount on the basis of 13 weeks for 10 years' service.

7.4.2 In calculating for the purpose of this Award the length of the service of an Employee with the Queensland Ambulance Service:

Any period of service had by the Employee with the Queensland Ambulance Service before 1st January, 1980, in respect whereof the Employee has received long service leave on full pay shall not be taken into account;

One-half of the period of service had by that Employee before 11th May, 1964, (other than service in respect whereof the Employee has received long service leave on full pay) shall not be taken into account; and

One-third of the period of service had by that Employee from 11th May, 1964 and before 1st January, 1980 (Other than service in respect whereof the Employee has received long service leave on full pay) shall not be taken into account:

7.5 Family leave

The provisions of the Family Leave Award - State apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award - State is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award - State also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the Employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any Employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of time and a-half with a minimum of 4 hours.

7.6.2 *Annual show*

All work performed by Employees in a district for the time being specified by the Minister, by notification published in the *Industrial Gazette*, on the day appointed under the *Holidays Act 1983* as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at a rate of time and a half, with a minimum of 4 hours.

7.6.3 Clause 7.6.2 is not to be construed to confer on an Employee, while continued in employment by the same employer, or taken to be continued in such employment pursuant to s. 7.1 of the Act, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in clause 7.6.2, on more than one occasion in each calendar year.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6.1 or 7.6.2, if a rate of wages is a weekly rate, the expression "double time and a half" means one and one half days' wages in addition to the weekly rate, and *pro rata* if there be more or less than a day. Time and a half means one half days' wages in addition to the weekly rate.

7.6.5 All time worked on a holiday for which the Employee is entitled to be paid at a rate prescribed by clauses 7.6.1, 7.6.2 or 7.6.6 outside the period between the ordinary starting and ordinary finishing times provided for by this Award for the day of the week on which the holiday falls is to be paid for at double the rate provided for by this Award for such time when worked outside such period on an ordinary working day.

7.6.6 *Labour Day*

All Employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any Employee concerned actually works on Labour Day, such Employee shall be paid a full day's wage for that day in addition a payment for the time actually worked by the Employee at one and a half times the ordinary rates prescribed for such work with a minimum of 4 hours.

7.6.7 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) Full-time employees who are not in receipt of additional leave in lieu of extra payment for work on public holidays mentioned in clause 7.6 shall be entitled to an additional day's pay for each public holiday if rostered off on that day.
- (b) Part-time employees who are not in receipt of additional leave in lieu of extra payment for work on public holidays mentioned in clause 7.6, and whose normal roster includes a Saturday or Sunday which would be a prescribed holiday but for the substitution of an alternative day, shall be entitled to an additional day's pay or *pro rata*) where they would otherwise lose the benefit of the public holiday.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, full-time employees required to work on Christmas Day (i.e. 25 December) are to be paid a loading in addition to their normal pay for that day of one-half of the ordinary day's wages.
- (d) Nothing in clause 7.6.7 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7 **Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travelling, relieving and transfers

All conditions and payments to Employees who perform relieving duties or to Employees who transfer to another Station shall remain unchanged as at the date of coming into operation of this Award.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of Queensland Ambulance Service, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

Developing a more highly skilled and flexible workforce;

Providing Employees with career opportunities through appropriate training to acquire additional skills; and

Removing barriers to the utilisation of skills acquired.

9.1.2 Following proper consultation, the parties shall develop a training program consistent with:

The current and future skills needs of the Queensland Ambulance Service;

The size, structure and nature of the operations of the Queensland Ambulance Service; and

- (a) The need to develop vocational skills relevant to the Queensland Ambulance Service through both industry courses and courses conducted by accredited educational institutions and providers.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Uniforms

10.1.1 (a) (i) Upon appointment to the Queensland Ambulance Service every male Employee shall be issued with the following:

One Cap

2 pairs of Navy Blue Trousers

6 White Shirts

One Black Tie

5 pairs of Black Socks

2 pairs of Black Shoes or One Pair of Black Shoes & One Pair of Black Boots.

One Raincoat

One Navy Blue Parka

One Navy Blue cardigan or One Navy Blue sleeveless pullover.

(ii) Upon appointment to the Queensland Ambulance Service every female Employee shall be issued with the following:

Up to 2 pairs of navy blue trousers and/or up to pairs of navy blue culottes and/or up to 2 pairs of long navy blue shorts, provided that the Officer receive a total of 4 of the above-mentioned items.

6 White Shirts (Short and Long Sleeves)

5 pairs black socks

2 pairs of black shoes or one pair of black shoes and one pair of black boots

One Raincoat

One Navy Blue Parka

One Navy Blue Cardigan or one navy Blue Sleeveless Pullover.

Provided that all uniforms items issued to female Employees be of a style designed for females.

(b) Where shorts are worn, 2 pairs of navy blue shorts and 5 pairs of white socks shall be issued.

(c) Where requested by an Employee, one dustcoat shall be issued.

(d) If an Employee is required to wet clean vehicles, buildings or equipment, such Employee shall be supplied with one pair of overalls and one pair of gumboots or galoshes;

Provided that where overalls are issued to female Employees they be of a style designed for females.

Where requested by an Employee, a broad brimmed hat shall be issued to an Employee who is required to perform duties outdoors, where, in the execution of those duties the Employee is subjected to exposure to direct sunlight. Such issue will also be made to Employees who produce a Medical Certificate stating that the wearing of such headwear is necessary.

One tunic shall be issued to Employees who are directed by the Queensland Ambulance Service to carry out public relations work.

- (e) In locations of extreme cold and at the discretion of the Queensland Ambulance Service one overcoat will be issued to Employees.

10.1.2 (a) In the second and subsequent years of employment, Employees shall be issued with 4 white shirts.

- (b) An Employee shall be issued with a parka each year until the Employee has 2 parkas. Each parka will be replaced as required on the return of a parka previously issued.

- (c) All other items of uniform will be replaced as required upon the Employee returning a similar item (or, where applicable, a pair) previously issued:

Provided that where an Employee so requests, one pair of shoes or boots and 2 pairs of trousers and 2 pairs of shorts or one pair of trousers and one pair of shorts shall be issued every 12 months, upon the return of a previous issue.

10.1.3 *Maternity wear*

2 navy blue smocks, or 2 pairs of navy blue trousers, or one smock and one pair of trousers and 4 white shirts. Such articles are to be suitable for use as maternity wear.

10.1.4 In addition to the uniform issue prescribed in clauses 10.1.1(a)(ii) and 10.1.3, an allowance of \$3.24 per week shall be paid where stockings or pantyhose are worn with culottes or maternity smocks.

10.1.5 Any item of uniform which is damaged through no fault of the Employee during the Employee's hours of duty shall be replaced or repaired as soon as possible. Such replacement or repair shall be free of cost to the Employee and shall not affect any annual entitlement to items or uniform pursuant to clause 10.1.

10.1.6 All uniforms issued are the property of the Queensland Ambulance Service and are provided for use by Employees only whilst under service and on duty and are liable to be called in at any time, and must be forthwith returned on an Employee leaving the employment of the Service.

10.1.7 A record shall be kept by the Queensland Ambulance Service of all uniform issues, such records to be signed by the Employee when issue is received.

10.2 Staff amenities

10.2.1 Each Queensland Ambulance Service Station shall provide staff amenities that meet the minimum requirements of the *Workplace Health & Safety (Miscellaneous) Regulation 1995* as amended or replaced from time to time.

10.2.2 An adequate supply of hot water shall be available to enable members of the staff to shower for the purposes of disinfection after the handling of infectious or contagious cases.

10.2.3 Sufficient and necessary sleeping accommodation and bed linen, including blankets shall be supplied and laundered by the Queensland Ambulance Service at each Station.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 *Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current Employee except if the Employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the Employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an Employee or prospective Employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or Employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or Employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each Employee, including apprentices and trainees:

- (a) the Employee's award classification;
- (b) the employer's full name;

- (c) the name of the award under which the Employee is working;
- (d) the number of hours worked by the Employee during each day and week, the times at which the Employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the Employee is paid;
- (f) the gross and net wages paid to the Employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the Employee's full name and address;
- (b) the Employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the Employee;
- (d) the date when the Employee became an Employee of the employer;
- (e) if appropriate, the date when the Employee ceased employment with the employer; and
- (f) if a casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the Employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an Inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

11.3.1 Union encouragement

The Queensland Ambulance Service will recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

An application for Union membership and information on the Union will be provided to all employees at the point of engagement.

Information on the Union will be included in induction materials.

Union representative(s) will be provided with the opportunity to discuss Union membership with new employees.

The Queensland Ambulance Service will maintain the provision of payroll deduction facilities for Union subscriptions and when authorised by an employee, to remit deductions to the Union.

Union Delegates

The Queensland Ambulance Service will acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to union activities that support and assist the members. That role will be formally recognised, accepted and supported.

Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that

management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

ILO Conventions

The Queensland Ambulance Service will recognise its obligations to give effect to international labour standards including freedom of association, collective bargaining and equality of opportunity for all employees.

11.4 Award posting

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be readily accessible to Employees.

11.5 Industrial relations education leave

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

11.5.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Chief Executive (or delegated authority) of the agency.

11.5.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structures Employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the agency, the relevant union and the Employee.

11.5.4 Upon request and subject to approval by the Chief Executive (or delegated authority) of the agency, Employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

11.5.5 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.

11.5.6 At the discretion of the Chief Executive (or delegated authority) of the Queensland Ambulance Service Employees may be granted special leave without pay to undertake work with their Union.

Dated 18 November 2003.

By the Commission,
[L.S.] G. D. SAVILL,
Acting Industrial Registrar.

Operative Date: 1 December 2003