

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 149 - determination by commission

**Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees  
AND Department of Community Safety (formerly the Department of Emergency Services) and Another  
(CA/2008/317)**

DEPUTY PRESIDENT SWAN  
DEPUTY PRESIDENT BLOOMFIELD  
COMMISSIONER THOMPSON

23 November 2010

DETERMINATION

THIS matter coming on for hearing before a Full Bench at Brisbane on 23 August 2010, this Commission determines as follows as from 1 July 2010.

**QUEENSLAND AMBULANCE SERVICE - DETERMINATION 2010**

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### PART 1 - APPLICATION AND OPERATION

#### 1.1 Title

This Determination will be known as the *Queensland Ambulance Service - Determination 2010*.

#### 1.2 Parties bound

This Determination is binding upon:

- (a) the Queensland Ambulance Service (QAS);
- (b) Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (Union); and
- (c) employees employed by the QAS for whom rates of pay, conditions and entitlements are provided for in this determination.

### 1.3 Determination coverage

This determination applies throughout the State of Queensland to the QAS, the Union, and all categories of employees employed by the QAS for whom rates of pay, conditions and entitlements are provided for in this determination.

### 1.4 Date of operation

This Determination shall take effect and have the force of law as from 1 July 2010 and shall have a nominal expiry date of 30 September 2012.

### 1.5 Purpose of determination

The purpose of this Determination is to:

- (a) Outline the industrial entitlements and conditions of employment of employees employed by the QAS;
- (b) Ensure continued high standards of service delivery to the community of Queensland; and
- (c) Record the Commission determination of matters at issue between the parties in case number CA317 of 2008.

### 1.6 Relationship to parent award

1.6.1 This Determination should be read in conjunction with the *Ambulance Service Employees Award - State 2003* (the Award) as amended from time to time or its replacement. A reference to a specific clause of the Award will be read as a reference to an equivalent clause in any replacement award.

1.6.2 Where there is an inconsistency between this Determination and the Award, this Determination will prevail to the extent of any inconsistency.

1.6.3 This Determination operates to the exclusion of the following Certified Agreements:

- Queensland Ambulance Service Enterprise Partnership Certified Agreement 2005;
- Queensland Ambulance Service Enterprise Partnership - Certified Agreement 2002;
- AFCom Enterprise Partnership - Certified Agreement 2000;
- Queensland Ambulance Service Enterprise Partnership Certified Agreement 1999;
- AFCom Interim - Certified Agreement 1999;
- Queensland Ambulance Service Interim - Certified Agreement 1998;
- AFCom Brisbane Enterprise Partnership Certified Agreement 1997; and
- Queensland Ambulance *Service* Workplace Reform Agreement 1995- Certified Agreement.

### 1.7 Closed determination

1.7.1 This Determination is in full and final settlement of all matters within it, and all Union and employee claims relating to employee rights and entitlements. Accordingly, and subject to clause 1.8.2, the Union or employees cannot pursue any extra claims, nor take any industrial action concerning such matters.

1.7.2 The following changes may be made to employees' rights and entitlements during the life of this Determination:

- (a) General Rulings and Statements of Policy issued by the Commission that provide conditions that are not less favourable than current conditions;
- (b) any improvements in conditions that are determined on a whole-of government basis; and
- (c) reclassifications.

### 1.8 Review of determination

1.8.1 The parties commit to a process of review during the life of the Determination. This review will be undertaken through the State Consultative Committee.

1.8.2 The parties undertake to commence negotiations for a certified agreement to replace this Determination no later than 31 March 2012.

## **1.9 Posting of determination**

1.9.1 A true copy of this Determination shall be displayed in the workplace with convenient access to employees.

## **1.10 Definitions**

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

1.10.2 "Area Consultative Committee" (ACC) means a consultative committee established in accordance with the Terms of Reference as determined by the Regional Consultative Committee.

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

1.10.4 "Commission" means the Queensland Industrial Relations Commission.

1.10.5 "Employee" means a person employed by the QAS pursuant to the *Ambulance Service Act 1991* for whom rates of pay and conditions are provided in this Determination.

1.10.6 "Isolated Practice Area Paramedic" (IPAP) means an appropriately qualified paramedic operating under an extended role of practice in an isolated designated station.

1.10.7 "Regional Consultative Committee" (RCC) means the committee established in accordance with the Terms of Reference as determined by the State Consultative Committee.

1.10.8 "State Consultative Committee" (SCC) means the committee comprising of representatives from QAS and the Union who are parties to this Determination.

1.10.9 "Union" means the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

## **PART 2 - CONSULTATIVE ARRANGEMENTS AND COLLECTIVE INDUSTRIAL RELATIONS**

### **2.1 Grievance and dispute resolution procedures**

2.1.1 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single or to any number of employees.

2.1.2 All genuine matters not related to the operation of this Determination shall be promptly raised with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

2.1.3 If the matter is not resolved at this level, the matter shall be raised with the next higher level of management and the duly authorised union official may be notified.

2.1.4 Matters shall be progressed through the usual chain of command until they are resolved, in line with departmental policy and/or Public Service Directive as amended from time to time.

2.1.5 If dispute remains unresolved after the parties have genuinely attempted to achieve a settlement, then notification of the existence of the dispute is to be given to the Public Service Commissioner, or the Commission in accordance with the respective jurisdiction of the Tribunals.

2.1.6 Grievances or disputes in relation to the operation of this Determination shall be raised initially with the employee's/employees' immediate supervisor if appropriate and if not resolved or not appropriate, the matter shall be raised at the Regional Consultative Committee.

2.1.7 If the matter remains unresolved at this local level, the matter is then forwarded to the State Consultative Committee for resolution. If the matter cannot be resolved through the State Consultative Committee, consideration will be given to seeking the assistance of the Commission.

2.1.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

2.1.9 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

2.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## 2.2 Trade union provision

Clauses 2.2.2 to 2.2.7 of this Determination reflect legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to ss. 366, 372 and 373 of the Act as amended from time to time.

### 2.2.1 Trade union representation

There is agreement between the parties that co-operation between management of the QAS and representatives of the Union results in mutual benefits.

### 2.2.2 Authorised industrial officer

- (a) An "authorised industrial officer" is any union official holding a current authority issued by the Industrial Registrar.
- (b) Subject to any decision of the Commission, the Union has the right to represent the industrial interests of employees of the QAS who are employed pursuant to the *Ambulance Service Act 1991* for whom classifications and pay rates are prescribed in this Determination to the exclusion of another industrial organisation.

### 2.2.3 Right of entry

- (a) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) 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.
- (c) Clause 2.2.3(b)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 2.2.3 the authorised industrial officer may be treated as a trespasser.

### 2.2.4 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under s. 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 Queensland Workplace Agreement (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.

### 2.2.5 *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.

### 2.2.6 *Conduct*

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

### 2.2.7 *Time and wages record*

(a) The 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:

- (i) the employee's award classification;
- (ii) the employer's full name;
- (iii) the name of the award under which the employee is working;
- (iv) 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;
- (v) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (vi) the gross and net wages paid to the employee;
- (vii) details of any deductions made from the wages; and
- (viii) contributions made by the employer to a superannuation fund.

(b) The time and wages record must also contain:

- (ix) the employee's full name and address;
- (x) the employee's date of birth;
- (xi) details of sick leave credited or approved, and sick leave payments to the employee;
- (xii) the date when the employee became an employee of the employer;
- (xiii) if appropriate, the date when the employee ceased employment with the employer; and
- (xiv) if a casual employee's entitlement to long service leave is calculated under s. 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, calculated to and including 30 June in each year.

(c) The employer must keep the record for six years.

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

### 2.2.8 *Union encouragement*

(a) The QAS 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.

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

(c) Information on the Union will be included in induction materials.

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

### 2.2.9 *Union delegates*

(a) The QAS will acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist their members. That role will be formally recognised, accepted and supported.

- (b) Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided service delivery is not disrupted and work requirements are not unduly affected.
- (c) Where service delivery and work requirements are not unduly affected, Union 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 QAS management and Union delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, Union delegates may request access to documents and policies related to a member's employment.

#### 2.2.10 *Collective industrial relations*

- (a) The QAS is committed to collective agreements with Unions and does not support non-Union agreements or Queensland Workplace Agreements.
- (b) The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of Unions in the workplace and the traditionally high levels of Union membership in the workplace subject to this Determination.
- (c) The parties support constructive relations between the parties and recognise the need to work cooperatively in an open and accountable way.

#### 2.2.11 *Commitment to consultation*

- (a) The parties recognise that for the Determination to be successful, the initiatives contained within this Determination need to be implemented through an open and consultative process.
- (b) The parties are committed to involving employees and their union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from the Union and respond to such information.
- (c) Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each of the parties' views, before making a final decision.

#### 2.2.12 *State consultative committee*

- (a) A SCC, consisting of nominated QAS management representatives and nominated Union representatives, will be established after the date of the Determination decision.
- (b) The SCC will be used to provide an opportunity for the QAS and the Union to meet regularly to discuss strategic industrial relations matters relating to this Determination.

#### 2.2.13 *Regional consultative committee*

- (a) The parties will continue joint Union/QAS management consultative committees at each Region.
- (b) The Regional Consultative Committees (RCCs) will be in accordance with Terms of Reference as agreed by the SCC.

#### 2.2.14 *Industrial relations education leave*

- (a) 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.
- (b) Employees may be granted up to five 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 QAS.

- (c) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employee's training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the QAS, the Union and the employee.
- (d) Upon request and subject to approval by the Chief Executive (or delegated authority) of the QAS, employees may be granted paid time off in special circumstances to attend Union Management Committee Meetings, Union Conferences and Australian Council of Trade Unions Congress.
- (e) At the discretion of the Chief Executive (or delegated authority) of the QAS, employees may be granted special leave without pay to undertake work with the Union.
- (f) 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 QAS. At the same time such leave shall not be unreasonably refused.

## **PART 3 - TERMS AND CONDITIONS OF EMPLOYMENT**

### **3.1 Employment security**

- (a) The QAS is committed to maximum employment security for its employees.
- (b) In effecting this commitment, the QAS will comply with the terms of the Government's "Employment Security" and "Contracting Out of Government Services" policies.
- (c) Any organisational change undertaken by the QAS will demonstrate clear benefits and enhanced service delivery to the community. Such organisational change will not result in unemployment for permanent QAS employees other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities. The QAS will advise the Union of any intention to implement changes that may affect the employment security of QAS employees prior to commencement of any planned changes.

### **3.2 Permanent employment**

- (a) The QAS is committed to utilising permanent employment in those areas where workload and service delivery has demonstrated a need for regular and ongoing resourcing.
- (b) There may be demand patterns in some areas of the State that require a more flexible, community based response and this may be achieved through other employment types.

### **3.3 Employment categories**

Employees covered by this Determination will be advised in writing of their employment status upon appointment. Employment categories are:

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

### **3.4 Part-Time arrangements**

- 3.4.1 Part-time work provides a flexible employment option for employees and a valuable mechanism for matching employee personal commitments with the operational and workload commitments of the QAS.
- 3.4.2 The QAS will determine each request for part-time work on the basis of operational need but will not unreasonably refuse to accommodate such a proposal, subject to requirements under the Act (for example, return from parental leave).
- 3.4.3 A part-time employee shall be defined as an employee who works not more than 76 hours per fortnight or not more than an average of 76 hours per fortnight spread over a roster cycle.
- 3.4.4 A part-time employee may be appointed to more than one position in the QAS provided the total maximum number of ordinary hours for which they are employed shall not exceed that of a full-time employee (i.e. 76 hours per fortnight).

- 3.4.5 Where the employee and the relevant manager 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 Determination and legislative entitlements shall be maintained. Following transfer of employment category, accrual will occur in accordance with the provision relevant to that employment category. For example, if the transfer is to part-time, upon commencement of part-time work, accrual will occur at the part-time rate.
- 3.4.6 A written agreement specifying the location/s to be worked, hours to be worked each day, days to be worked and commencement and finishing times will be provided on commencement of part-time employment. Any variation to the regular pattern of work must be agreed and recorded in writing and if working as part of a roster, any variation to the roster is to be notified in as per clause 5.7.
- 3.4.7 All authorised hours worked outside of the ordinary daily working hours shall be paid at the employee's appropriate overtime rate. Time off in lieu of overtime (TOIL) is available to relevant part-time employees in accordance with clause 5.2.
- 3.4.8 Part-time employees who regularly work overtime for two continuous months will have their part-time arrangements reviewed with a view of either modifying the part-time arrangement or converting the employee to full-time.
- 3.4.9 Part-time employees are able to be included in an "on-call" roster.
- 3.4.10 Part-time employees must be paid at the rate of 1/38th of the weekly rate of wages prescribed for the appropriate classification per hour.
- 3.4.11 Other than accrued time, part-time employees are entitled to any leave and other entitlements on a *pro rata* basis of a full-time employee employed for 38 hours per week for that classification, according to the number of hours worked.
- 3.4.12 Part-time employees are not entitled to accrue time or to take accrued time, however where an employee temporarily converts to part-time, any accrued time balance is to be maintained until the employee resumes their full-time employment.

### **3.5 Casuals**

- 3.5.1 A casual employee means an employee who is engaged as such on an hourly basis.
- 3.5.2 For the purposes of this clause:
- (a) An employee with features of casual employment such as informality, irregularity and uncertainty with no continuing relationship between the employer and the employee shall be defined as a short-term casual employee.
  - (b) An employee with features of casual employment such as employment on a regular and systematic basis for several periods of employment during a period of at least one year and with a continuing relationship between the employer and the employee shall be defined as a long-term casual employee.
  - (c) A casual employee will be paid a 23% loading in addition to the ordinary Determination rates of pay for the class of work upon which the employee is engaged. A casual will be further entitled to the provisions of overtime, penalty rates and payment for work performed on public holidays. In respect to Sundays and public holidays, casual employees must be remunerated at the rate of double-time and will not be entitled to an additional payment of the 23% casual loading.
  - (d) All casual employees shall be entitled to applicable *pro rata* allowances that are specified in this Determination.
  - (e) Each engagement shall stand alone, with a minimum payment for each engagement being two hours.
  - (f) Casual employees will not be allocated a station and will be engaged on an as needs basis from the respective station of employment.
  - (g) Casual employees will not be entitled to relief payments, but in consultation with the Assistant Commissioner may be afforded payment for meals, travel and mileage allowances to and from the respective Area office to their place of employment.

3.5.3 The method of calculating overtime and penalty rate payments shall be as follows:

- (a) *Weekend Penalty - Saturday*  
(Ordinary Rate + 23% casual loading) x 1½;
- (b) *Weekend Penalty - Sunday and Public Holidays*  
(Ordinary Rate) x 2  
Note: Casual loading is not payable on Sundays or public holidays;
- (c) *Afternoon Shifts*  
(Ordinary Rate + 23% casual loading + 12½ % of ordinary rate);
- (d) *Night Shifts*  
(Ordinary Rate + 23% casual loading + 15% of ordinary rate);
- (e) *Overtime - Monday to Friday Non-Shift Worker (exclusive of Public Holidays)*  
(Ordinary Rate + 23% casual loading) x 1½ for the first three hours  
(Ordinary Rate + 23% casual loading) x 2 after three hours;
- (f) *Overtime - Saturday Non-Shift Worker*  
(Ordinary Rate + 23% casual loading) x 2;
- (g) *Overtime - Sunday Non-Shift Worker*  
(Ordinary Rate) x 2  
Note: Casual loading is not payable on Sundays or public holidays;
- (h) *Overtime for Rostered Shift Workers (exclusive of Public Holidays)*  
(Ordinary Rate + 23% casual loading) x 2; and
- (i) *Public Holidays*  
Standard Determination conditions apply (note no casual loading is payable).

3.5.4 Subject to the provisions of ss. 47, 48 and 49 of the Act and in accordance with the casual employment provisions in clause 3.5, a casual employee shall not be entitled to any other leave provision. Nothing in this Determination shall prevent improvements in leave provisions being flowed through to casual employees, whether by Government policy, Commission decisions or Statute.

### **3.6 Temporary employment**

3.6.1 Appointment of temporary employees can occur for the following reasons:

- (a) unexpected/unplanned leave;
- (b) long-term illness;
- (c) for planned leave where a permanent reliever cannot be justified (permanent relief employees will be the preferred mode of relief staffing and will be utilised wherever possible);
- (d) fixed-term planned projects;
- (e) employees undertaking an accredited fixed-term course of study;
- (f) fixed-term program funding; and/or
- (g) without limiting access to higher duties, backfilling where a legitimate recruitment process is occurring.

3.6.2 For the purpose of this clause a temporary employee shall mean an employee engaged in accordance with clauses 3.6.1(a) - (g) above, where the employee is notified in writing prior to the commencement of employment of the starting and finishing dates of the employment, or in lieu of a finishing date, notified of the specific circumstance(s) or contingency relating to specific task, project or reason, upon the occurrence of which the term of employment shall expire.

3.6.3 Any period of employment for a temporary employee will be counted as continuous service for the purpose of calculating any entitlements having regard to existing arrangements in relation to breaks in service.

- 3.6.4 Once a temporary employee completes three continuous years of service in the same role, and the employee is qualified for a genuine vacant position, the QAS will review the temporary status of the employee with the aim of converting them to tenured status.
- 3.6.5 For a temporary employee to be eligible to be converted to tenured status under clause 3.6.4, the employee must have been engaged in accordance with a merit process.

### **3.7 Incidental and peripheral tasks**

- 3.7.1 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 3.7.2 The 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).
- 3.7.3 Any direction issued by an employer pursuant to clause 3.7.1 and 3.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **3.8 Training**

- 3.8.1 The parties to this Determination recognise that in order to increase the efficiency, productivity and competitiveness of the QAS, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

- 3.8.2 Following proper consultation, the QAS shall develop a training program consistent with:

- (a) the current and future skills needs of the QAS;
- (b) the size, structure and nature of the operations of the QAS; and
- (c) the need to develop vocational skills relevant to the QAS through both industry courses and courses conducted by accredited educational institutions and providers.

- 3.8.3 Study and Research Assistance Scheme

- (a) The Study and Research Assistance Scheme (SARAS) policy provides assistance to QAS employees who wish to undertake study and research to enhance their knowledge, skills or abilities.
- (b) Individual employees who wish to apply for SARAS will submit applications accompanied by a recommendation from their relevant manager as to the level of assistance proposed.
- (c) All applications are to be handled and approved through a single central location to assist with consistency in application of the policy.

### **3.9 Conduct of employees**

All matters relating to the conduct of employees shall be dealt with under the relevant Code of Practice as issued by the Commissioner of the QAS or policy as issued by the Director-General, Department of Community Safety. Performance interviewing should, where appropriate, be used as an alternative to disciplinary action.

### **3.10 Performance interviewing**

- 3.10.1 *Purpose of performance interviewing*

- (a) Performance interviewing can be used as an alternative to formal disciplinary action in resolving problems relating to the conduct of employees.
- (b) If the issue is not appropriate to be dealt with under a relevant Code of Practice or Policy, the supervisor, as determined by the Regional Assistant Commissioner, is to consider whether performance interviewing would

be more appropriate than formally disciplining the employee concerned. Performance interviewing should, where appropriate, be used as an alternative to disciplinary action.

### 3.10.2 *The preliminary interview (informal)*

- (a) Before deciding on formal performance interviewing, the supervisor may decide to conduct an informal preliminary interview with the employee 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.
- (b) The supervisor should outline the aspects of the employee's conduct which are causing concern. The supervisor should then allow the employee an opportunity to respond and together, they should discuss options for resolving any problem(s) identified. The supervisor should also stress to the employee that this interview is "informal" and off the record. Employees 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 employee's personal record.
- (c) The supervisor and employee concerned should come to an agreement about the proposed course of action and set a review date to check progress.
- (d) 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.
- (e) The supervisor conducting the preliminary interview should also assess the appropriateness of referring the employee for a medical examination if there is a possibility that the work performance deficiency is related to a medical problem.
- (f) On the review date the supervisor should discuss with the employee how the employee has progressed. If progress has been satisfactory, the supervisor should say so and encourage the employee 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 employee is necessary.

### 3.10.3 *The formal performance interview*

- (a) Before conducting a formal performance interview, the supervisor must have established the facts and outlined and considered the employee's explanation. The supervisor must then consider whether performance interviewing would be more appropriate than formally disciplining the employee.
- (b) The supervisor must advise the employee that the employee may have a Union representative or a witness present at the formal performance interview.
- (c) The main aim of the formal performance interview is to inform the employee that:
  - (i) the supervisor is of the opinion that the employee 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.
- (d) A supervisor may, if the supervisor chooses, have a witness present during the performance interviews.
- (e) In the course of the interview, the following points are to be clearly explained to the employee:
  - (i) the standards of conduct or work performance which are expected of the employee;
  - (ii) how the employee has fallen short of these standards;
  - (iii) the consequences which may result from continued or repeated failure to adhere to these standards; and
  - (iv) where appropriate, measures the employee needs to take to improve the employee's performance.
- (f) Employees are to be made aware that their performance will continue to be monitored and a date is to be set to review progress. Employees 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 employee to remedy the situation.

#### 3.10.4 *Records of formal performance interviews*

- (a) Written records are to be kept for all formal performance interviews conducted. At the beginning of the interview, employees are to be advised that such record will be made.
- (b) An employee is to be invited to sign the record and given a copy of it. The employee may add the employee's own comment to the record by way of explanation.
- (c) Records of formal performance interviews conducted by Assistant Commissioners or managers record action taken as an alternative to formal disciplinary action and accordingly, are to be placed on the employee's personal file.

3.10.5 Formal performance interview records will not be relied upon for any disciplinary purpose unless disciplinary action has been initiated within two years of the performance interview occurring, and is relevant to that action.

### 3.11 **Two classes of work**

Where an employee on any one day performs two or more classes of work to which a differential rate fixed by this Determination is applicable, such employee if employed for more than four 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 Determination in respect of any such classes of work. If employed for four hours or less on the class or classes of work carrying a higher rate the employee shall be paid at such higher rate for four hours.

### 3.12 **Anti-discrimination**

3.12.1 It is the intention of the parties to this Determination to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the Act 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.

3.12.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 2.1, the parties to this Determination must take reasonable steps to ensure that neither the Determination provisions nor their operation are directly or indirectly discriminatory in their effects.

3.12.3 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.

3.12.4 Nothing in clause 3.12 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*; and
- (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.

### 3.13 **Termination of employment**

#### 3.13.1 *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.

### 3.13.2 Termination by employer

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

| <b>Period of Continuous Service</b>          | <b>Period of Notice</b> |
|--|-------------------------|
| 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 3.13.2(a), employees 45 years old or over and who have completed at least two 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 calculated 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 3.13.2 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.

### 3.13.3 Notice of termination by employee

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

(b) Where two 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 two weeks after it is given, the employee shall forfeit two weeks' salary or such lesser amount as the employer considers to be fair and reasonable.

### 3.13.4 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.

## 3.14 Introduction of changes

### 3.14.1 Employer's duty to notify

(a) Where the 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.

(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; and the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

### 3.14.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union 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 3.14.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union, 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.

## 3.15 **Redundancy**

### 3.15.1 *Consultation before terminations*

- (a) Where the 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.
- (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 3.15.1(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, 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 the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 3.15.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 3.15 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 clause 3.13.
- (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 calculated 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.

### 3.15.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of operation of this Determination 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 3.15.3 "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.

#### 3.15.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.15.1, 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.

#### 3.15.5 *Notice to Centrelink*

Where a decision has been made to terminate the services of employees in the circumstances outlined in clause 3.15.1, 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.

#### 3.15.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 3.13.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 3.15.1(a) shall be entitled to the following amounts of severance pay:

| <b>Period of Continuous Service</b>           | <b>Severance Pay<br/>(weeks' pay)</b> |
|---|---------------------------------------|
| 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.

#### 3.15.7 *Superannuation benefits*

The 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.

#### 3.15.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 3.15.1(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.

#### 3.15.9 *Alternative employment*

The 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.

#### 3.15.10 *Employees with less than one year's service*

Clause 3.15 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.

#### 3.15.11 *Employees exempted*

Clause 3.15 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.

#### 3.15.12 *Exemption where transmission of business*

(a) The provisions of clause 3.15.6 are not applicable where a business is before or after the date of operation of this Determination, 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:
  - 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 transmittor; and
  - 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.

The Commission may amend clause 3.15.12(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 3.15.13 *Incapacity to pay*

The 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.

### 3.15.14 *Application of Queensland Government directives*

The provisions of clause 3.15 will not apply to employees of QAS to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister responsible for Industrial Relations pursuant to s. 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 3.15.

## **PART 4 - WAGES, ALLOWANCES AND PENALTIES**

### **4.1 Payment of wages**

4.1.1 All employees shall have their wages paid fortnightly.

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

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

4.1.4 If a Thursday is a public holiday, clause 4.1.3 shall be deemed to have been complied with if wages are available the following day.

### **4.2 Wages**

#### 4.2.1 *Wage rates for this determination*

(a) Wage rates for this Determination will commence from 1 July 2010 and are as outlined in Appendix 1.

(b) The wage rates as outlined in Appendix 1 are inclusive of new relativities which are operative from 1 July 2010 (exclusive of Non-Managerial Scale employees).

(c) The wage rates which are inclusive of relativities operative from 1 July 2010 are rounded to the nearest \$10.

(d) Future wage increases (rounded to the nearest \$10.00) shall be:

4% payable from 1 November 2010; and  
3% payable from 1 October 2011.

### **4.3 Classification structure**

Appointment to each classification level and progression between the pay points at each level shall be in accordance with the progressional arrangements as outlined in Appendix 2.

(a) The Advanced Care Paramedic third pay point will be phased in over a 16 month period during the life of this Determination on the following basis:

- eight or more years' service as at 1 July 2010;
- seven or more years' service as at 1 November 2010; and
- six or more years' service as at 1 October 2011 and thereafter.

(b) The Intensive Care Paramedic third pay point will be phased in over a 16 month period during the life of this Determination on the following basis:

- eight or more years' service as at 1 July 2010;
- seven or more years' service as at 1 November 2010; and
- six or more years' service as at 1 October 2011 and thereafter.

### **4.4 Occupational superannuation**

#### 4.4.1 *Definitions*

(a) "Approved Superannuation Fund" means the QSuper scheme.

(b) "Eligible Employee" means an employee as defined in clause 1.10 of this Determination.

(c) "Employer" means the QAS established pursuant to the *Ambulance Service Act 1991*.

#### 4.4.2 Contributions

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

- (a) 9% of the ordinary time earnings of each eligible employee per week; and
- (b) 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.

4.4.3 For the purpose of clause 4.4.2 ordinary time earnings for Station Officers who work unlimited hours shall include the loading provided for in clause 5.6.

4.4.4 Current superannuation arrangements will be unchanged with the exception of a safety net to be applied where the employer contribution to employee superannuation shall equal at least 9% of ordinary time earnings as defined by the *Superannuation Laws Amendment (2004 Measures No.2) Act 2004*.

#### 4.5 Salary sacrifice

4.5.1 Salary packaging is available for permanent and temporary employees of the QAS as determined by the QAS from time to time. Long-term casuals as defined in clause 3.5.2(b) are also eligible to package after 12 months' employment.

4.5.2 The employee's salary for superannuation purposes under a salary packaging arrangement will be in accordance with clause 4.4, Occupational Superannuation, of this Determination. The employee's salary for superannuation purposes and severance and termination payment will be the gross salary which the employee would receive if not taking part in salary packaging arrangements.

4.5.3 Employees are *strongly recommended* to seek financial advice prior to taking up or amending a salary package.

4.5.4 Subject to any future limitations by the Australian Taxation Office (ATO), an employee may salary package the lesser of the following amounts:

- (a) up to 50% of their salary into items other than superannuation; or
- (b) where employees are eligible for the Fringe Benefits Tax (FBT) exemption cap, up to the grossed up taxable value of benefits that ensures the FBT exemption threshold amount prescribed by legislation is not exceeded.

4.5.5 Superannuation may be packaged up to 100% of salary, excluding the portion nominated as the "employer contribution". Concessional tax rates of superannuation contributions are still applicable and are not altered by this arrangement.

4.5.6 There will be no additional increase in superannuation costs or to fringe benefits payments made by the QAS and no significant additional administrative workload. Any additional administrative and FBT costs are to be met by the employee.

4.5.7 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.

4.5.8 Under FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary packaging arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap salary packages benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary packaging arrangements. To remove any doubt, any benefits provided by the employer separate from the salary packaging arrangements take first priority in applying the FBT exemption cap.

4.5.9 Any general FBT exemption cap is not an employee entitlement. The general FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act* for limited categories of employers, not employees. Therefore, the manner of the application of the FBT concession is determined by the employer in accordance with FBT legislation. Employees relying on the ongoing existence of and/or access to the FBT exemption cap as part of their salary packaging arrangements do so at their own risk. Employees will not be compensated for the permanent or temporary loss of access to the FBT exemption cap.

4.5.10 To be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of the employee must be exclusively performed in, or in connection with the QAS. Employees whose

employment is transferred out of the QAS in either temporary or permanent basis cease eligibility for the FBT exemption cap.

- 4.5.11 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 4.5.12 If any federal taxation laws passed by the Commonwealth Parliament or rulings by the ATO in relation to salary packaging have the effect that the benefits of salary packaging for employees are reduced or eliminated at any time during the term of this Determination, the employee's rights under this Determination in respect of salary packaging will be varied accordingly and the rest of the Determination will continue in force.
- 4.5.13 The employer will be under no obligation to negotiate or agree to any changes to this Determination as a trade-off for salary packaging benefits which have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The employee's right to package part of their salary is expressly made subject to any federal taxation laws affecting salary packaging arrangements or rulings of the ATO in relation to salary packaging arrangements which may be introduced or amended from time to time during the term of this Determination.
- 4.5.14 The employee may cancel any salary packaging arrangements by giving one month's notice of cancellation to the employer. Similarly the employer will give the employee two month's notice of termination, including but not limited to circumstances where the employee does not abide by the conditions as outlined in this Determination, the conditions deemed by the Queensland Government or by the signed and agreed to Participation Agreement.
- 4.5.15 The implementation of salary packaging arrangements for QAS employees, including the offering and removal of salary packaging items, will comply with any Directives issues by the Minister responsible for Industrial Relations, Government circulars and Government policy.
- 4.5.16 Where an employee has elected to sacrifice a portion of the payable salary as defined in clause 4.5.2 of this Determination:
- (a) subject to ATO requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
  - (b) any allowance, penalty rate, benefit, or other payment, to which the employee is entitled under this Directive, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
  - (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
  - (d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in the salary sacrificing arrangements.

## **4.6 Allowances**

The following provisions only apply to employees engaged under this Determination except for employees classified as QAS Managerial Scale (M-Scale) Levels 6 to 8 and QAS Non-Managerial Scale Levels 1 to 4.

### **4.6.1 *Shift allowance and shift definitions***

The shift allowance will be 12.5% of the ordinary base hourly rate for each hour of the afternoon shift (or \$9.70 per shift, whichever is the greater) and 15% of the ordinary base hourly rate for each hour of the night shift (or \$19.40 per shift, whichever is the greater).

- (a) 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 may be paid during periods of annual leave in accordance with clause 6.3.
- (b) For the purposes of shifts of less than 12 hours' duration the following definitions apply:
  - (i) "Afternoon Shift" means any shift finishing after 1800hrs and at or before midnight; and
  - (ii) "Night Shift" means any shift finishing after and/or spanning midnight and at or before 0800hrs.

(c) For the purposes of shifts of 12 hours duration within Category 5 Stations and Communication Centres only the following definitions apply:

- (i) "Afternoon Shift" means any shift finishing after 1900hrs and at or before midnight; and
- (ii) "Night Shift" means any shift finishing after and/or spanning midnight and at or before 0800hrs.

#### 4.6.2 *Late finish/overtime meal allowance*

(a) Where an employee is required to work overtime in excess of one hour after normal ceasing time, if this is 5 p.m. or later on a day or afternoon shift, or 6 a.m. or later on a night shift, the employee will be entitled to a meal allowance of \$9.60:

Provided that this allowance is subject to change by declaration by the Commission of a general ruling to meal allowances.

(b) Where an employee is required to work overtime in excess of two hours after the normal ceasing time, if this is prior to 5 p.m. on any other shift, the employee shall be entitled to a meal allowance of \$9.60:

Provided that this allowance is subject to change by declaration by the Commission of a general ruling to meal allowances.

#### 4.6.3 *Travelling and relieving allowances*

(a) Travelling and relieving allowances apply to relief work to undertake the approved duties at a location other than the usual place/s of employment for a period less than 12 weeks. Where a vacancy is expected to be greater than 12 weeks, an expression of interest will be called for a temporary transfer and the following provisions will not apply.

(b) Travel and relieving arrangements do not apply to casuals, to transfers or overtime shifts. **These provisions do not apply** to the performance of on-call as part of an employee's normal place/s of employment at a notified location other than their place of residence due to an employee being unable to perform on-call duties from home.

(c) Where an employee is required to be absent overnight from their place of residence for relief work or other approved travel (i.e. attending a conference in another town), the QAS will:

- (i) provide suitable accommodation at no cost to the employee; and
- (ii) provide a meal or pay a meal allowance of \$14.81 for breakfast, \$16.29 for lunch and \$22.21 for dinner for each meal away from their place of residence. However where adequate kitchen facilities are not available the QAS will pay \$14.81 for breakfast, \$16.29 for lunch and \$31.09; and
- (iii) provide employees with \$11.09 out-of-pocket incidental expenses.

(d) When an employee attends a course of instruction conducted by the QAS Education Centre and a meal is unable to be provided, a meal allowance of \$9.60 will be paid to employees:

Provided that this allowance is subject to change by declaration by the Commission of a general ruling to meal allowances.

(e) All extra fares involved in such travelling shall be paid by the employer and where, in the absence of normal public transport or a QAS vehicle and in agreement with the employer, an employee may use their own motor vehicle. The kilometres travelled will be paid at the rate of 42.83c per kilometre of those that are in excess of the kilometres usually travelled both ways from the employee's place of residence and their usual place of employment.

(f) Where an employee is approved to use their own motor vehicle in the course of the employer's business, such employee shall be paid at the rate of 42.83c per kilometre for each kilometre so travelled.

(g) It is also important to note that some travelling and relieving expenses, when paid for an extended period (i.e. greater than four weeks) could be deemed by the Australian Taxation Office as a "living away from home allowance" which is taxable under the Fringe Benefits Tax (FBT) legislation as opposed to the allowances being subject to the Pay as You Go taxation regime.

- (h) Where these allowances are taxable under the FBT legislation it can affect an employee's Federal Government Benefits or Surcharges payments or salary sacrificing arrangement. It is the onus of the employee to take full account of any non-salary sacrifice fringe benefit by factoring in a reasonable estimate into their salary sacrificing arrangements. Any FBT liability incurred as a result of participating in salary sacrificing is the responsibility of the employee.
- (i) When rostering an employee away from their home base, QAS will provide information specifically to the employee as to possible FBT ramifications of the move.
- (j) All allowances referred to in clause 4.6.3, except for 4.6.3(d), are subject to change by applying the Brisbane Consumer Price Index calculated annually between the June to June quarters. Such calculation and subsequent change is to be completed by 1 September of each year of the Determination.

#### 4.6.4 *Industrial sites allowances*

- (a) Industrial Sites Allowances are only applicable to employees working at the following industrial sites: Clermont, Goonyella, Peak Downs, Saraji and Norwich Park.
- (b) Definitions for this purpose of this clause include:
  - (i) a permanent employee is a permanent Industrial Paramedic who is appointed to the relevant Mine and/or Industrial Site Organisational Unit: and
  - (ii) a relief employee is a Paramedic drawn from another operational Station that is trained and provides unscheduled emergency coverage.
- (c) Meal Allowance
 

Employees are entitled to a meal or a meal allowance in lieu of a meal during periods of rostered duty only. The meal allowances are \$14.81 for breakfast, \$16.29 for lunch and \$22.21 for dinner.
- (d) Incidental Allowance - Relieving Duties
 

Payment is for out-of-pocket incidental expenses of \$11.09 for each overnight absence from an employee's normal place of residence. This allowance is only applicable for relieving duties, including employees employed by an organisational unit to provide permanent relief within the unit.
- (e) Industry Allowance
 

The industry allowance is only paid when specified duties are performed in addition to normal duties which includes but is not limited to eye tests; sight screening; glass repairs; resuscitation lectures; first aid classes; drug and alcohol testing; and hearing testing. This allowance is paid for on a per shift basis, including overtime shifts.

For permanent employees this allowance is also paid on paid leave based on a projected roster basis. The allowance is increased in line with wage increases as outlined in the Determination and will be:

  - (i) \$30.12 at the commencement of this Determination;
  - (ii) from 1 November 2010 the rate will increase by 4% to \$31.32; and
  - (iii) from 1 October 2011 the rate will increase by 3% to \$32.26.
- (f) Mine Skills Allowance
 

The mine skills allowance of \$20.38 shall be paid to Industrial Paramedics who work on a specified Mine Site in recognition of the possession of specific skills required by Industrial Paramedics to enable the employee to work at these locations. This allowance is paid for on a per shift basis, including over-time shift. For permanent employees this allowance is also paid on paid leave based on a projected roster basis. This allowance is increased in line with State Wage Case increases.
- (g) On-Site Allowance
 

The on-site allowance of \$41.43 shall be paid to Industrial Paramedics in recognition of the harsh physical environment and lack of usual facilities where the employee is working. This allowance is paid for on a per shift basis, including overtime shift. For permanent employees this allowance is also paid on

paid leave based on a projected roster basis. This allowance is increased in line with State Wage Case increases.

(h) **Industry Residential Allowance**

The industry residential allowance of \$75.60 is only paid to permanent employees of Industrial Sites living at a mine site that is located in areas with a rural and remote station categorisation of 4 to 7. The industry residential allowance will only be paid to relief employees who undertake extended periods of relief duties after the performance of six weeks relief and are no longer in receipt of a QAS locality allowance. Relief employees in receipt of a QAS locality allowance from their substantive position will continue to receive this allowance up to a maximum of six weeks after which the relief employees will be then be eligible for the industry residential allowance. Industrial Sites are excluded from the QAS Rural and Remote Area Incentive arrangement however this allowance is increased in line with the QAS Rural and Remote Area Incentive policy as amended from time to time.

4.6.5 *Locality allowances*

Employees who are employed in stations west of a line drawn on 146 degree 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 responsible for Industrial Relations under s. 54 of the *Public Service Act 2008*.

4.6.6 *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 \$10.03 per trip whilst so engaged. This allowance is increased in line with State Wage Case increases.

4.6.7 *Allowances paid to employees participating in community education instruction outside normal rostered hours*

- (a) 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.
- (b) 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.
- (c) To ensure that Community Education instruction is not interrupted and has continuity of instructors, employees rostered to be on-call shall not be engaged in Community Education instruction.

4.6.8 *Removal of allowances*

The following allowances have been either amalgamated into base salary or discontinued:

- (a) Collecting Money Allowance;
- (b) Laundry Allowance;
- (c) Lecture Allowance;
- (d) Kit Allowance with kits to be provided by the QAS;
- (e) Wet Allowance;
- (f) Advanced Skills Allowance;
- (g) 38 Hour Week Allowance; and
- (h) Stocking Allowance.

4.6.9 *Isolated practice area paramedics*

- (a) Isolated Practice Area Paramedics (IPAP) are entitled to an all-purpose allowance in recognition of the nature of the different duties and responsibilities performed.
- (b) This allowance is to be calculated at the rate of 2.5% of the base rate of an Advanced Care Paramedic.

- (c) For the purposes of this clause and for an employee to be eligible to receive this allowance, the employee must be:
  - (i) suitably qualified as documented in the *Health (Drugs and Poisons) Regulations 1996* and the Queensland Health Primary Care Manual (as amended from time to time); and
  - (ii) be authorized to perform the duties and responsibilities of the role of an IPAP in an IPAP-approved location.

#### 4.6.10 *Clinical allowances for station officers*

- (a) Station Officers in possession of Advanced Care Paramedic (ACP) qualifications are entitled to an ACP clinical allowance in accordance with the following:
  - (i) this allowance is to be calculated as the difference between an ACP base rate and the Paramedic Advanced Skills base rate;
  - (ii) this allowance is payable on sick leave, annual leave and long service leave and is superannuable; and
  - (iii) this allowance is not payable for on call or overtime.
- (b) Station Officers in possession of Intensive Care Paramedic (ICP) qualifications are entitled to an ICP clinical allowance in accordance with the following:
  - (i) this allowance is to be calculated as the difference between an ICP base rate and the Paramedic Advanced Skills base rate;
  - (ii) this allowance is payable on sick leave, annual leave and long service leave and is superannuable; and
  - (iii) this allowance is not payable for on call or overtime.
- (c) Provided that for this clause to apply, the employee must be required during duty to undertake clinical duties on a regular basis and the employee continues to hold the relevant qualification including the appropriate maintenance and development of the relevant skills/Certificate of Practice.

### 4.7 **Weekend penalty rates**

All ordinary time for employees, other than employees classified as Managerial Scale, 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.

### 4.8 **Averaged weekend penalties**

#### 4.8.1 *Eligibility*

- (a) The averaged weekend penalty (AWP) rate will only apply to employees whose income varies each fortnight due to rostered shifts.
- (b) The averaged rate will not apply to:
  - (i) relieving duties which are not part of the roster and incur a higher pay rate;
  - (ii) those employees who do not work on weekends, employees classified as QAS Managerial Scale (M-Scale) Levels 6 to 8 and QAS Non-Managerial Scale Levels 1 to 4 and those employees who work the same penalties every fortnight thereby receiving a regular rate of pay; and
  - (iii) certain periods as outlined in this Determination when penalty rates do not apply (long service leave, sick leave, paid maternity leave or attendance at training courses equal to or greater than five days).

#### 4.8.2 *Calculation of averaged rates*

- (a) Calculation of averaged penalty rates will be based on the roster current at any given time.
- (b) When rosters are reviewed or changed, rates will be recalculated as appropriate.

- (c) When calculating the averaged rates, the weekend penalties that are projected to be worked in 47 weeks of the year will be averaged over the full 52 weeks.
- (d) Penalties payable on any public holiday shall not be included in the averaged rate. However where the public holiday penalty is the same as the weekend penalty, the AWP will constitute payment for the public holiday. Where the relevant public holiday payment is higher than the weekend penalty, the AWP plus the difference between the weekend and the public holiday penalty will constitute payment for the public holiday.

#### 4.8.3 *Sick leave*

- (a) Sick leave taken on a weekend shall result in a reduction in the penalties earned for that fortnight.
- (b) Employees who are rostered to work a shift on a Saturday, and apply for and are granted sick leave, shall have the amount of the averaged rate reduced by one sixth for each such absence during a fortnightly pay period.
- (c) Employees who are rostered to work a shift on a Sunday, and apply for and are granted sick leave, shall have the amount of the averaged rate reduced by one third for each such absence during a fortnightly pay period.

#### 4.8.4 *Overtime*

Employees shall continue to receive overtime payments at the appropriate rate of pay in accordance with this Determination.

#### 4.8.5 *Annual leave*

- (a) Employees in receipt of the averaged rate of weekend penalties shall continue to receive 17.5% leave loading as prescribed by clause 6.3 in addition to the averaged rate.
- (b) For those employees who receive five weeks of loaded leave in six weeks and two days of leave, the 17.5% annual leave loading will be spread over the full six weeks and two days at the rate of 13.67%.
- (c) If projected rostered penalties are greater than 17.5% annual leave loading, the difference will be calculated into the averaged rate weekend penalty payment.

#### 4.8.6 *Training*

The averaged rate will not apply to attendance at a course of instruction conducted by the QAS or its partners in delivery of education, provided the course is equal to or greater than five consecutive days' duration.

#### 4.8.7 *Relieving duties*

If an employee relieves at a higher rate of pay, the averaged weekend penalty rate will not apply. When relieving duties at a higher rate of pay are performed, penalty rates are to be claimed for the actual hours worked in place of the averaged penalty rate, if applicable.

#### 4.8.8 *Monitoring of penalty hours*

- (a) A register of actual penalty hours worked for each employee for each fortnightly pay period will be kept at the employee's station or by the regional rostering department. This register will record a "balance figure" of actual penalty hours worked and the penalty hours that have been paid under the averaged rate of weekend penalties.
- (b) On each occasion that an employee takes annual leave or long service leave the following shall occur:
  - (i) If an employee has been rostered in such a way that the employee has worked excess penalties over the period since the last reconciliation, the employee shall be paid for the excess penalties.
  - (ii) If an employee has been rostered in such a way that the employee has worked less penalties over the period since the last reconciliation, the employee will not be required to repay the additional amount, however the negative balance will be carried forward for the next reconciliation period.
- (c) The only time the monitoring register "balance figure" will be cleared will be when excess penalties that have been worked are paid out, therefore returning the "balance figure" to nil.

- (d) Any employee leaving employment with the QAS with a negative penalty hours balance, will have the negative balance deducted from the employee's termination pay. Any employee leaving employment with the QAS with a positive penalty hours balance will have the balance paid out on termination.

## **PART 5 - HOURS OF WORK AND OVERTIME**

### **5.1 Hours of work**

- 5.1.1 The ordinary working hours of employees shall not exceed an average of 38 hours per week. The ordinary hours of work for QAS Managerial Employees Levels 6 to 8 and QAS Non-Managerial Employees Levels 1 to 4 shall be 38 hours per week.
- 5.1.2 All employees shall be entitled to days off at the ratio of at least two days off for every five worked. For the purpose of clause 5.1.2, a day shall mean the period from midnight to midnight. These days off must be grouped to provide a minimum of two consecutive days in any fortnightly pay period. Alternatively, one day in one week and three days during the following week shall satisfy the requirements of clause 5.1.2.
- 5.1.3 Rosters will continue to reflect an average of 40 hours per week and the additional two hours per week "accrued time" will be accumulated and taken in scheduled blocks for employees other than QAS Managerial Employees Levels 6 to 8 and QAS Non-Managerial Employees Levels 1 to 4:
- Provided that the relevant manager may, subject to operational convenience, approve an application for accrued time for periods other than scheduled blocks.
- 5.1.4 Employees who access their accumulated accrued time will be paid the same rate of pay for the day on which the accrued time is accessed as would have applied had they been at work.
- 5.1.5 Accrued time is not available to casual or part-time employees or employees participating in job share arrangements.
- 5.1.6 Accrued time shall not be accumulated for periods including:
- (a) leave without pay; or
  - (b) where an employee is in receipt of salary maintenance through the superannuation scheme; or
  - (c) where an employee has been suspended from duty with or without pay.
- 5.1.7 Where an employee has not accessed their annual accrued time entitlement, the employee is required to access a period of accrued time to ensure their balance does not exceed 104 hours.
- 5.1.8 Accrued time will be debited on an hour for hour basis. To avoid doubt where eight 10 hour shifts are taken as accrued time, 80 hours will be debited from the employee's accrual. Where seven 12 hour shifts are taken as accrued time 84 hours will be debited from the employee's accrual.
- 5.1.9 Accrued time does not attract the annual leave loading.
- 5.1.10 Any employee leaving employment with the QAS with a negative accrued time balance, will have the negative balance deducted from the employee's termination pay. Any employee leaving employment with the QAS with a positive accrued time balance will have the balance paid out on termination.

### **5.2 Overtime**

- 5.2.1 *Overtime other than QAS non-managerial scale employees levels 1 to 4 and QAS managerial scale employees levels 6 to 8.*
- (a) All time worked by employees outside their normal rostered hours, as provided for in clause 5.1 of this Determination, shall be deemed to be overtime and shall be paid as follows:
    - (i) Rostered shift workers and those employees who perform regular on-call will be paid at double the ordinary base rate of pay for all work undertaken outside normal rostered hours.
    - (ii) All other employees shall be paid for all work undertaken outside normal rostered hours at the rate of time and a-half for the first three hours on any one day and double-time thereafter.

- (b) For the purpose of this clause the definition of a rostered shift worker is an employee whose ordinary hours of work regularly rotate through a roster pattern that prescribes two or more shifts (day, afternoon or night) per day, throughout the roster cycle, in a framework that provides 24 hour coverage, seven days per week.
- (c) All employees shall be paid for all overtime worked on Saturdays or Sundays, or if required by the employer on an employee's rostered day off, at the rate of double-time. Where practicable, the QAS shall give the employee concerned at least 24 hours notice of the requirement to work on rostered days off.
- (d) 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 two hours work at the appropriate overtime rate.
- (e) Overtime for public holidays shall be paid in accordance with clause 6.5 of this Determination.
- (f) No employee shall refuse to work a reasonable amount of overtime.
- (g) Time off in lieu of overtime (TOIL) is available to employees and is taken with the prior approval of the relevant manager. TOIL is by way of mutual agreement between employees and the relevant manager and is accumulated at a rate of single time, on a shift by shift basis. A maximum of three shifts can be accumulated. Accrued TOIL should be managed so as to be taken within three months of the time it is accrued.
- (h) Access to TOIL must not adversely impact on operational requirements.
- (i) If accrued TOIL cannot be taken within three months, it will be paid out to the employee at the appropriate overtime rate as it was worked (i.e. double-time or time and a-half). An employee may apply to their Manager in writing for approval to accrue TOIL past this three-month period. This should only occur in exceptional circumstances.
- (j) When cashing in TOIL hours, the employee must provide the Pay Office with photocopies of each relevant pay sheet, showing when the TOIL was originally accrued and approved. This will ensure payment at the correct rate.
- (k) Cashing out of TOIL shall only occur with the approval of the relevant Manager.

#### 5.2.2 *QAS non-managerial scale employees levels 1 to 4*

The method of calculating overtime for QAS Non-Managerial Employees Levels 1 to 4 shall be as follows:

- (a) All work undertaken outside normally rostered hours shall be paid at the rate of time and a-half for the first three hours on any one day and double-time thereafter.
- (b) All work undertaken on a Sunday shall be paid at double-time.
- (c) Overtime for work performed on a public holiday shall be paid in accordance with the rates provided for at clause 6.5 of this Determination.

#### 5.2.3 *QAS managerial scale employees levels 6 to 8.*

The method of calculating overtime for QAS Managerial Employees Levels 6 to 8 shall be as follows:

- (a) Overtime payments do not apply.
- (b) Employees are provided with TOIL to be taken within 12 months and will be forfeited if not taken in this time. Applications for TOIL may be refused for exceptional operational reasons and in such circumstances, that period of TOIL may, with the approval of the relevant manager, be continued beyond 12 months.
- (c) Where an employee is required to perform duties on a public holiday, such employees shall be paid at their normal pay rate and will accrue a day off in lieu. These days must be taken within 12 months of their accrual and will be forfeited if not taken in this time.

### 5.3 **On-call**

- 5.3.1 On-call duty is essential at some stations to facilitate the timely and efficient provision of pre-hospital and emergency care. Accordingly, an employee may be required to be on-call to perform overtime work during a specified period of time outside normal rostered hours.

- 5.3.2 During the on-call period an employee must be immediately contactable by telephone, pager, radio or similar approved device in order to facilitate the timely and efficient provision of pre-hospital and emergency care as required and within acceptable response times.
- 5.3.3 An acceptable response time will be 10 minutes, however other arrangements can be determined for specific rural locations to maintain continuity of service coverage within reasonable community expectations of service delivery. This will be as approved by the employer upon a request of the employee.
- 5.3.4 Employees may perform on-call from their home or a previously notified location provided that response times are not compromised while on-call and the employee utilises an appropriate ambulance vehicle to enable an immediate response.
- 5.3.5 An employee, other than QAS Non-Managerial Employees Levels 1 to 4 and QAS Managerial Scale Employees Levels 6 to 8, placed on-call shall be paid 15% of the hourly base rate applicable to the employee for each hour of on-call duty performed with a minimum payment of 10 hours for each on-call period.
- 5.3.6 There is no requirement to be on-call prior to the commencement of the first shift after or immediately prior to commencing rostered days off or annual leave. If an employee is requested and agrees to provide coverage during these periods they shall be paid as follows:
- (a) for the period that falls on the normal working day - the 15% on-call payment.
  - (b) for the period that falls on a rostered day off - double-time (except in instances of a full 24 hour period).
  - (c) for the period that falls on an annual leave day - re-crediting of a day of annual leave (7.6 hours).
- 5.3.7 No employee shall be placed on-call for more than 10 days in any continuous two week period.

#### **5.4 Call back**

- 5.4.1 An employee, other than QAS Non-Managerial Employees Levels 1 to 4 and QAS Managerial Scale Employees Levels 6 to 8, called out to perform work while on-call shall be paid overtime at the prescribed rate with a minimum payment of two hours. Such payment shall be calculated from the time of leaving home or the previously notified location to the time of returning home or the previously notified location.
- 5.4.2 An employee called out to perform work within two hours of commencing their ordinary shift shall be paid ordinary time from the time of commencement of the shift. In such a circumstance an employee shall be paid the minimum period of two hours at the applicable overtime rate, regardless of the length of the case time.
- 5.4.3 This provision will not apply where an employee commences a shift early in order to attend a pre-arranged transport case. In such situations, an employee shall be paid the appropriate overtime rate up to the rostered starting time.

#### **5.5 Twenty-four hour periods**

- 5.5.1 Where an employee (including Officers in Charge (OIC) but excluding QAS Managerial Scale Employees Levels 6 to 8), undertakes a 24 hour period of duty and on-call time combined (from the commencement of shift on one day to the commencement of shift on the next day) on their rostered days off, payment will be as follows:
- (a) Minimum of 10 hours at the appropriate overtime rate for the shift period'
  - (b) The remaining hours in the 24 hour period will attract payment at 30% of the employee's hourly base rate; and
  - (c) Payment for callouts performed during the on-call period will be paid at the appropriate overtime rate.
- 5.5.2 Where a 24 hour period commences or finishes on a rostered day off but is not contained wholly on a rostered day off, payment will be as follows:
- (a) on-call paid at double-time for the full period up to midnight on the rostered day off; and
  - (b) on-call paid at 15% for the period from midnight until the commencement of the rostered shift or from the finish of a rostered shift until midnight.
- 5.5.3 Payments in accordance with this clause will take precedence over other overtime and on-call provisions of this Determination.

## 5.6 Unlimited hours loading

Station Officers who are employed to be OIC of stations as determined by the QAS from time to time and required to perform unlimited hours will have the option to elect either of the following arrangements:

- (a) on-call and call back as specified in clauses 5.3 and 5.4 above; or
- (b) unlimited hours loading as specified below for on-call and overtime on rostered duty days.

Officers may opt to change their preferences when transferred or annually during the first pay period on or immediately following 1 July each year.

### 5.6.1 Unlimited hours loading

- (a) If an OIC is required to work unlimited hours, they will be paid a 20% loading of the appropriate Station Officer weekly rate (i.e. 38 hours). Such loading will be deemed to be in recognition of the time spent on-call for clinical responses and to compensate for the absence of any limitation applying to the ordinary working hours of work performed on the rostered duty days in the week.
- (b) The loading shall also include the first four callouts or eight hours' overtime (excluding overtime performed on a rostered day off) and all casualty room cases in any fortnightly pay period. Any callout/overtime in addition to this shall be paid for at the appropriate overtime rate.

### 5.6.2 Housing and callouts

- (a) OIC's at Category 7 stations will have the option to elect to receive on-call payments and conditions, in lieu of the unlimited hours loading and will still be entitled to free accommodation as per the Remote and Rural Incentive Program. All OIC's at Category 7 stations will have all callouts and casualty room cases paid at the appropriate overtime rates.
- (b) OIC's other than those in Category 7 stations who choose to move to on-call arrangements rather than the unlimited hours loading are no longer eligible for free accommodation under any arrangement and will either pay the appropriate rent for the QAS supplied accommodation (according to the arrangements detailed under the Remote and Rural Incentive Program) or move out of the QAS supplied residence and make their own arrangements for residential accommodation.
- (c) OIC's who are in receipt of the unlimited hours loading and who are also in receipt of free accommodation are required to attend to the first four callouts or eight hours overtime and all casualty room cases. Nothing within the clause provides an OIC with an entitlement to free accommodation.
- (d) OICs in private accommodation or paying rent on a QAS provided house, currently receiving unlimited hours loading, shall be required attend to four callouts or eight hours' overtime. Callouts for casualty room cases shall be included in the four callouts or eight hours overtime.

### 5.6.3 Rostered day off payments

OIC's on both the on-call and unlimited hours loading arrangements will be paid for working on rostered days off in accordance with clause 5.2 of this Determination.

## 5.7 Roster notification and shift swaps

### 5.7.1 Roster reform

- (a) The parties are fully committed to roster reform to achieve a more efficient and effective Resource Allocation and Response Model of Service Delivery.
- (b) The bi-partisan Resource Allocation Steering Committee (RASC) will develop a model that will be consistent with national and international standards and appropriate to the needs of the Queensland community. The RASC will develop a model that addresses such issues as, but not limited to service delivery requirements, safe rostering practices, minimise fatigue, accommodate roster relief, training and existing staffing resources.
- (c) The parties agree that not all stations will be required to change existing rosters but there is a requirement that all stations will be reviewed and a suitable resource allocation and response model be developed to meet community service delivery needs.

- (d) The QAS regional and central office management will be directly accountable for the timely implementation of the roster reform.
- (e) It is understood by the parties that any changes to the roster that results in a roster that is predominantly made up of eight hours or less can only be implemented by agreement between the parties.
- (f) The parties agree that where the development and implementation of roster reform is not progressing or achieved within the agreed timeframe, it will be referred to the SCC for initial consideration. The parties will not unreasonably withhold agreement within the roster reform process.
- (g) If agreement cannot be reached by the SCC, the procedures contained within this Determination for the prevention and settlement of disputes will apply including access to conciliation and/or arbitration in the Commission.

#### 5.7.2 *Roster notification*

- (a) All employees must be provided with at least three months' notification of their roster projection.
- (b) Any roster changes within this timeframe required by either party can occur by a process of consultation, negotiation and mutual agreement. Employees must not unreasonably withhold agreement to roster changes.
- (c) In emergent circumstances, the QAS will notify the employee at least seven days prior to any roster projection change. For changes where seven days cannot be provided, the change can only occur by mutual agreement.
- (d) Where agreement cannot be reached between the parties regarding a proposed roster change that is within the three month notification timeframe, the Grievance Procedure detailed in this Determination may be used. All parties have equal access to the Grievance Procedure.

#### 5.7.3 *Shift swaps*

A relevant manager, upon application from employees, may approve a mutual change of rostered shifts between employees.

### **5.8 Rest pauses**

- (a) Employees will have access to rest pauses as required during the period of their shift. The number and duration of such rest pauses will not be specified however employees will have the ability to take their rest pauses at a convenient time during the shift.
- (b) Rest pauses shall always be taken as not to interfere with the continuity of work where continuity is necessary.
- (c) The QAS will not be required to direct or administer the taking of rest pauses.

### **5.9 Meal breaks**

- (a) All employees shall be entitled to a break of not less than 30 minutes duration for a meal during each shift.
- (b) Where the ordinary rostered shift is in excess of 10 hours in duration employees shall be entitled to two meal breaks of not less than 30 minutes during the period of the shift.
- (c) No deduction of pay shall be made for 30 minutes of such a break.
- (d) Meal breaks shall be taken at such times as will not interfere with the continuity of work.
- (e) The parties, through the SCC, will identify agreed criteria for the measurement of access to meals.
- (f) Where practicable, the timing of meal breaks will be as follows:
  - (i) for shifts up to 10 hours in duration, commencing not earlier than four hours from the commencement of shift and to be completed not later than six and a-half hours from the commencement of shift;

- (ii) for shifts greater than 10 hours and up to 12 hours in duration, the first meal break will be between three and a-half and six hours from the commencement of shift and the second meal break will be between seven and a-half and 10 hours from the commencement of shift; and
  - (iii) for shifts greater than 12 hours in duration, the first meal break will be between two and four and a-half hours from the commencement of shift and the second meal break will be between seven and a-half and 10 hours from the commencement of shift.
- (g) Subject to successful achievement measured against the meal access criteria specified in clause 5.9(e).
- (i) for shifts up to 10 hours in duration, commencing not earlier than three and a-half hours from the commencement of shift and to be completed not later than 6.5 hours from the commencement of shift;
  - (ii) for shifts greater than 10 hours and up to 12 hours in duration, the first meal break will be between three and six hours from the commencement of shift and the second meal break will be between seven and 10 hours from the commencement of shift; and
  - (iii) For shifts greater than 12 hours in duration, the first meal break will be between two and five hours from the commencement of shift and the second meal break will be between seven and a-half and 10 and a-half hours from the commencement of shift.
- (h) To provide for a more mobile and responsive workforce, employees may be required to take their meal breaks at operationally convenient locations. When officers cannot return to their home station and are required to be absent for their meal break a meal or meal allowance (at the rate specified in clause 5.9(i) below) will be provided.
- (i) An employee who has commenced a meal 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 for the broken or missed meal in accordance with s. 6.4.2 of the *Ambulance Employees' Award - State 2003* or a suitable meal will be provided as compensation for the loss of meal.
  - (j) Broken meal allowances will be payable as follows:
    - (i) on the initial break in a meal (in each meal period); and
    - (ii) on subsequent breaks in a meal only on those occasions where the meal has been resumed.
  - (k) If an employee is not provided with an opportunity to take and subsequently complete a meal break within the specified meal times, the employee will be paid a "Meal Overtime Payment" as follows:
    - (i) time in addition to their ordinary prescribed rate for any given working day (i.e. one and a-half times on Saturday and double-time on Sunday);
    - (ii) payable for every hour (or part thereof) worked beyond the expiry of the specified meal times; and
    - (iii) payable until the meal break has been completed in its entirety.
  - (l) Notwithstanding all the foregoing of clause 5.9 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.
  - (m) The parties are committed to ensuring that employees receive adequate rest pauses and meal breaks.

## **5.10 Monitoring of ordinary hours**

5.10.1 A register of ordinary hours worked for each employee for each fortnightly pay period will be kept at the employee's station or by the regional rostering department. This register will record a "balance figure" of actual ordinary hours worked and the ordinary hours that have been paid.

5.10.2 On each occasion that an employee takes annual or long service leave the following shall occur:

- (a) If an employee has been rostered in such a way that the employee has worked excess hours over the period since the last reconciliation, the employee shall be paid for the excess hours at the appropriate overtime rate.
- (b) If an employee has been rostered in such a way that the employee has worked less hours over the period since the last reconciliation, the employee will not be required to repay the additional amount, however the negative balance will be carried forward for the next reconciliation period.

5.10.3 The only time the monitoring register "balance figure" will be cleared will be when excess hours that have been worked are paid out, therefore returning the "balance figure" to nil.

## **5.11 Fatigue management**

5.11.1 QAS, in consultation with Union, will develop a comprehensive fatigue management policy position.

5.11.2 The policy position will be developed within the auspices of workplace and safety considerations.

5.11.3 QAS and Union are expected to co-opt experts and specialists to assist in the development, trialling and implementation of policy initiatives.

5.11.4 The policy initiatives are expected to address risk management, fatigue assessment and fatigue management.

5.11.5 Trials of policy initiatives should commence no later than March 2011.

5.11.6 QAS and the Union should review and consolidate a progress report by no later than July 2012.

5.11.7 Should the discussions referred to in clause 5.11, for whatever reason, result in an outcome that requires an amendment to be made to this Determination, the parties may apply to the Commission to amend this Determination.

## **PART 6 - STATUTORY HOLIDAYS, LEAVE**

### **6.1 Long service leave**

6.1.1 Upon completion of 10 years' continuous service, employees shall be entitled to thirteen weeks long service leave. Further long service leave entitlements will accrue at the rate of one and one-third weeks for each year of the employee's continuous service and a proportionate amount for an incomplete year.

6.1.2 Employees will be entitled to access *pro rata* long service leave after seven year's service. *Pro rata* cash equivalent of long service leave on termination will only be available in accordance with the terms of the Act.

6.1.3 The entitlement of any and every employee to long service leave on full pay shall be in respect of continuous service with the QAS 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 QAS be 13 weeks.
- (b) in the case of an employee who, after completing the first or a subsequent period of 10 years' service with the QAS continues that service until such employee shall have completed a further period of 10 years' service with the QAS be a further 13 weeks; and
- (c) in the case of an employee who, after completing the first or a subsequent period of 10 years' service with the QAS continues that service until the employee shall have completed at least a further five years' service but less than a further 10 years' service with the QAS and who terminates that service, or when the QAS 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.

6.1.4 In calculating for the purpose of this Determination the length of the service of an employee with the QAS:

- (a) Any period of service had by the employee with the QAS before 1 January 1980, in respect whereof the employee has received long service leave on full pay, shall not be taken into account;
- (b) One-half of the period of service had by that employee before 11 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
- (c) One-third of the period of service had by that employee from 11 May, 1964 and before 1 January 1980 (other than service in respect whereof the employee has received long service leave on full pay) shall not be taken into account.

6.1.5 Where an employee voluntarily reverts to a lower classification, the employee will be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion. Employees will not be compelled to take accrued long service leave at the date of voluntary reversion to a lower classification.

6.1.6 Subject to any amendments of the Act during the life of this Determination, all other entitlements and conditions relating to long service leave will remain as existing at the commencement of this Determination.

## 6.2 Sick leave

6.2.1 Clause 7.2 of the *Ambulance Service Employees' Award - State 2003* will be the appropriate clause for the management of sick leave of employees who are subject to this Determination:

6.2.2 Provided that for the purpose of this Determination, 96 hours is to be substituted where the Award prescribes an annual accrual of 80 hours:

6.2.3 Provided further that for the purpose of this Determination, employees will accumulate sick leave on a proportional basis during their employment in lieu of being provided with an up front bank of sick leave.

## 6.3 Annual leave

6.3.1 *Annual leave other than QAS Afcom, QAS non-managerial scale employees levels 1 to 4 and QAS managerial scale employees levels 6 to 8.*

(a) All employees, other than casuals and QAS Non-Managerial Scale Employees Levels 1 to 4 and QAS Managerial Scale Employees Levels 6 to 8, are entitled to five weeks' annual leave after completing each year of employment.

(b) An employee required to work on public holidays shall receive an additional one week and two days in lieu of any extra payment for work done on holidays mentioned in clause 6.5 of this Determination.

(c) 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.

(d) Should any employee leave the QAS 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.

(e) 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.

(f) 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.

(g) Employees will be paid fortnightly throughout their annual leave. There will be an option for payment of salary in advance for annual leave for those who prefer to receive the funds in advance for any reason, but this will be upon specific request.

(h) Annual leave as prescribed may, at the option of the employee concerned and with the consent of the employer, be allowed to accumulate for two years but for no longer period, and may be taken in no more than two periods.

(i) Annual leave payments (including any proportionate payments) shall be calculated as follows:

(i) shift workers: subject to clause 6.3.1(i)(ii), 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.

(ii) all employees: subject to clause 6.3.1(i)(iii), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- The employee's ordinary wage rate as prescribed by this Determination for the period of the annual leave (excluding shift premiums and week-end penalty rates); and
- A further amount calculated at the rate of 17½% of the amounts referred to in clauses 6.3.1(i)(i)-(iii).

(iii) Clause 6.3.1(i)(ii) shall not apply to the following:

- any period or periods of annual leave exceeding:

- five weeks in the case of employees employed in a calling where three shifts per day are worked over a period of seven days per week; or
  - four weeks in any other case.
- 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.
- (j) All employees subject to this Determination are entitled to annual leave with loading and will receive the loading over the full period of the annual leave at the rate of loading applicable to the full period of leave.
- (k) A relevant manager, upon application in writing from two employees, may approve a mutual change of the taking of annual leave between two employees.
- (l) Where an employee performs higher duties for a period of three consecutive months or more, immediately preceding a period of annual leave, or where an employee commences a period of higher duties prior to the taking of annual leave and returns to the higher duties immediately following the period of annual leave and completes a minimum of three consecutive months performing higher duties, shall be entitled to the payment of annual leave at the higher rate.
- (m) Employees will not be removed from relieving in a higher position immediately prior to commencing annual leave for the purpose of avoiding payment at the higher rate.
- (n) For AFCom employees, where an employee performs higher duties for more than one fortnight immediately prior to taking annual leave, such employee shall be entitled to the payment of annual leave at the higher rate.

#### 6.3.2 *QAS non-managerial scale employees levels 1 to 4 and managerial scale employees levels 6 to 8*

- (a) Employees classified as QAS Non-Managerial Scale Levels 1 to 4 shall at the end of each year of employment be entitled to 20 days' annual leave (exclusive of public holidays) and a proportionate amount for an incomplete year of service.
- (b) Employees classified as QAS Managerial Scale Levels 6 to 8 shall at the end of each year of employment be entitled to 25 days' annual leave (exclusive of public holidays) and a proportionate amount for an incomplete year of service.
- (c) A loading is to be paid to employees on recreation leave at the rate of 17.5% of the employee's ordinary wage or salary as prescribed by this Determination for the period of the leave.
- (d) 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.
- (e) Annual leave as prescribed may, at the option of the employee concerned and with the consent of the employer, be allowed to accumulate for two years but for no longer period, and may be taken in no more than two periods.

#### 6.3.3 *QAS AFCom employees*

- (a) Every QAS AFCom employee other than a casual employee shall at the end of each year of employment be entitled to six weeks' annual holiday on full pay.

Annual leave may be taken in no more than two periods. The timing of the taking of leave will be determined by the management of the Centre in consultation with employees.

- (b) Annual leave will be allowed to accumulate for two years but for no longer, unless under special circumstances as approved by Regional Management for the respective Service.

Officers who do not request leave or negotiate to accumulate leave will be allocated a leave period.

- (c) It is not lawful for the employer to give or for an employee to receive payment in lieu of annual leave, except in the case of termination of employment.

- (d) Calculation Of Annual Holiday Pay

The following calculation of annual holiday pay (including any proportionate payments) shall be over five weeks in the case of shift workers or other employees working considerable out of hours work, or four weeks in any other case:

- (i) base salary (i.e. the employees ordinary wage rate prescribed by this Determination, or where an employee has been in receipt of a higher rate of pay than the ordinary rate of pay for more than one fortnight immediately prior to taking leave, that excess rate); plus
- (ii) the greater amount of:
  - shift allowance and shift penalties according to the projected roster; or
  - a leave loading calculated at the rate of 17.5% of the amount outlined in (a) above; plus
- (iii) other allowances payable for ordinary time worked (i.e. industry allowances, locality allowances, mine site allowances etc).
- (iv) the additional weeks leave granted to QAS employees is in lieu of full penalty rates payable on public holidays.
- (e) The monetary equivalent of accrued leave, including *pro rata* annual leave, shall be paid upon termination of employment.

#### **6.4 Family leave**

The provisions of the *Family Leave Award 2003* apply to and are deemed to form part of this Determination.

##### 6.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the *Family Leave Award 2003*;
- (b) a copy of the *Family Leave Award 2003* is required to be displayed in accordance with s. 697 of the Act.

##### 6.4.2 The *Family Leave Award 2003* also provides for the terms and conditions of leave associated with:

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

##### 6.4.3 Employees will also be entitled to 14 weeks' paid maternity/adoption leave. Guidelines for administration of this leave will be as applied to the Queensland Public Service.

#### **6.5 Public holidays**

##### 6.5.1 All work done by any employee, other than QAS AFCom employees and QAS Managerial Scale Employees Levels 6 to 8 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 four hours.

##### 6.5.2 *Annual show*

All work performed by employees in a district for the time being specified by the Minister responsible for Industrial Relations, 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 four hours.

6.5.3 Clause 6.5.2 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. 71 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 6.5.2, on more than one occasion in each calendar year.

6.5.4 *Time and a-half*

Time and a-half means one half day's wages in addition to the weekly rate and *pro rata* if there be more or less than a day.

6.5.5 All time worked on a holiday for which the employee is entitled to be paid at a rate prescribed by clauses 6.5.1, 6.5.2 or 6.5.6 outside the period between the ordinary starting and ordinary finishing times provided for by this Determination for the day of the week on which the holiday falls is to be paid for at double the rate provided for by this Determination for such time when worked outside such period on an ordinary working day.

6.5.6 *Labour day*

All employees covered by this Determination 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 four hours.

6.5.7 *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 6.5 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 6.5, 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 6.5.7 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

**6.6 Public holidays for QAS AFCom employees**

6.6.1 All work done by QAS AFCom employees on any of the following days:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- Anzac Day;
- Labour Day;
- Sovereign's Birthday;
- Christmas Day
- Boxing Day; or
- any day appointed under the *Holidays Act 1983-1990* is to be paid for at the rate of:

double-time and a-half with a minimum payment of four hours on Christmas Day, Good Friday and Labour Day; and time and a-half (ie one half hour's wages in addition to the hourly rate) with a minimum payment of four hours on all other public holidays.

6.6.2 In the case of appointed public holidays in relation to annual agricultural, horticultural or industrial show held, only one such day shall be paid per year at either of these rates.

- 6.6.3 Any time worked by an employee outside of their ordinary starting and ordinary finishing times on any of these public holidays shall be paid for at double the rate provided for by the award or agreement.
- 6.6.4 Where any of these public holidays occur during annual leave or on an employees rostered day off (where the employee works as a shift worker on a defined roster), the employee shall be paid for this day.
- 6.6.5 All employees shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May) irrespective of the fact that no work may be performed on such day.\

An employee who works on Labour Day shall be paid at the rate of double-time and a-half for time actually worked with a minimum of four hours payment.

Employees on a rostered day off or on Annual Leave on Labour Day shall be paid an additional eight hours' pay or an additional eight hours' leave shall be added to their Annual Leave in lieu thereof.

## **6.7 Public holidays for QAS managerial scale employees levels 6 to 8**

- 6.7.1 QAS Managerial Scale Employees Levels 6 to 8 are not routinely required to work on public holidays.
- 6.7.2 Where an employee is required to perform duties on a public holiday, such employees shall be paid at their normal pay rate and will accrue a day off in lieu. These days must be taken within 12 months of their accrual and will be forfeited if not taken in this time.

## **6.8 Jury service**

- 6.8.1 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.
- 6.8.2 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.
- 6.8.3 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.
- 6.8.4 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.
- 6.8.5 "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.

## **6.9 Bereavement Leave**

### **6.9.1 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 two ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

### **6.9.2 "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.

### 6.9.3 *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.

## **PART 7 - MISCELLANEOUS**

### **7.1 Uniforms**

Uniforms will be provided in accordance with QAS policy as amended in consultation with the Union.

### **7.2 Employee amenities**

7.2.1 Each QAS station shall provide employee amenities that meet the minimum requirements of the *Workplace Health and Safety (Miscellaneous) Regulation 1995* as amended or replaced from time to time.

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

7.2.3 Sufficient and necessary sleeping accommodation and bed linen, including blankets shall be supplied and laundered by the QAS at each Station.

### **7.3 QAS services**

The QAS agrees to provide ambulance services to all permanent QAS employees and Honorary Officers and their dependents free of charge.

## APPENDIX 1 - WAGE RATES

| Classification                              | Annual Base Wage Rates |                                      |                                    |
|---|------------------------|--------------------------------------|------------------------------------|
|   | Rate as at<br>1/7/2010 | 4%<br>1/11/2010 (to<br>nearest \$10) | 3 % 1/10/2011<br>(to nearest \$10) |
| Ambulance Attendant/Certificate IV Training | \$39,810               | \$41,400                             | \$42,640                           |
| Patient Transport Officer pp1               | \$39,810               | \$41,400                             | \$42,640                           |
| Patient Transport Officer pp2               | \$42,940               | \$44,660                             | \$46,000                           |
| Patient Transport Para/Cert IV Qualified    | \$48,250               | \$50,180                             | \$51,690                           |
| Paramedic Student pp1                       | \$39,810               | \$41,400                             | \$42,640                           |
| Paramedic Student pp2                       | \$42,940               | \$44,660                             | \$46,000                           |
| Paramedic Student pp3                       | \$44,630               | \$46,420                             | \$47,810                           |
| Paramedic Student pp4                       | \$46,320               | \$48,170                             | \$49,620                           |
| Paramedic                                   | \$48,250               | \$50,180                             | \$51,690                           |
| Paramedic Advanced Skills pp1               | \$50,660               | \$52,690                             | \$54,270                           |
| Paramedic Advanced Skills pp2               | \$51,870               | \$53,940                             | \$55,560                           |
| Advanced Care Paramedic pp1                 | \$51,870               | \$53,940                             | \$55,560                           |
| Advanced Care Paramedic pp2                 | \$53,080               | \$55,200                             | \$56,860                           |
| Advanced Care Paramedic pp3*                | \$54,280               | \$56,460                             | \$58,150                           |
| Intensive Care Paramedic pp1                | \$57,180               | \$59,470                             | \$61,250                           |
| Intensive Care Paramedic pp2                | \$59,110               | \$61,470                             | \$63,310                           |
| Intensive Care Paramedic pp3*               | \$60,800               | \$63,230                             | \$65,130                           |
| * with 8 + years service at 1/7/2010        |                        |                                      |                                    |
| * with 7 + years service at 1/11/2010       |                        |                                      |                                    |
| * with 6 + years service at 1/10/2011       |                        |                                      |                                    |
| Communications Officer pp1                  | \$41,010               | \$42,650                             | \$43,930                           |
| Communications Officer pp2                  | \$43,910               | \$45,670                             | \$47,040                           |
| Communications Officer pp3                  | \$47,770               | \$49,680                             | \$51,170                           |
| Communications Officer pp4                  | \$49,460               | \$51,440                             | \$52,980                           |
| Communications Officer pp5                  | \$51,150               | \$53,200                             | \$54,800                           |
| Communications Centre Supervisor pp 1       | \$65,620               | \$68,240                             | \$70,290                           |
| Communications Centre Supervisor pp 2       | \$67,550               | \$70,250                             | \$72,360                           |
| Communications Centre Supervisor pp 3       | \$69,480               | \$72,260                             | \$74,430                           |
| Communications Centre Supervisor pp 4       | \$71,410               | \$74,270                             | \$76,500                           |
| Baby Capsule Fitter                         | \$36,190               | \$37,640                             | \$38,770                           |
| Senior Ambulance Officer                    | \$44,630               | \$46,420                             | \$47,810                           |

| Classification                      | Annual Base Wage Rates |                                      |                                    |
|-------------------------------------|------------------------|--------------------------------------|------------------------------------|
|                                     | Rate as at<br>1/7/2010 | 4%<br>1/11/2010 (to<br>nearest \$10) | 3 % 1/10/2011<br>(to nearest \$10) |
| <b>Station Officers (SO)</b>        |                        |                                      |                                    |
| <b>Level 1 (L1)</b>                 |                        |                                      |                                    |
| SO L1 P1/2                          | \$65,070.00            | \$67,670.00                          | \$69,700.00                        |
| SO L1 P3.1 *                        | \$65,070.00            | \$67,670.00                          | \$69,700.00                        |
| SO L1 P3.2 *                        | \$66,270.00            | \$68,920.00                          | \$70,990.00                        |
| SO L1 P3.3 *                        | \$67,480.00            | \$70,180.00                          | \$72,290.00                        |
| SO L1 P4.1 #                        | \$65,070.00            | \$67,670.00                          | \$69,700.00                        |
| SO L1 P4.2 #                        | \$67,000.00            | \$69,680.00                          | \$71,770.00                        |
| SO L1 P4.3 #                        | \$68,680.00            | \$71,430.00                          | \$73,570.00                        |
|                                     |                        |                                      |                                    |
| <b>Level 2 (L2)</b>                 |                        |                                      |                                    |
| SO L2 P1/2                          | \$68,710.00            | \$71,460.00                          | \$73,600.00                        |
| SO L2 P3.1 *                        | \$68,710.00            | \$71,460.00                          | \$73,600.00                        |
| SO L2 P3.2 *                        | \$69,920.00            | \$72,720.00                          | \$74,900.00                        |
| SO L2 P3.3 *                        | \$71,120.00            | \$73,960.00                          | \$76,180.00                        |
| SO L2 P4.1 #                        | \$68,710.00            | \$71,460.00                          | \$73,600.00                        |
| SO L2 P4.2 #                        | \$70,640.00            | \$73,470.00                          | \$75,670.00                        |
| SO L2 P4.3 #                        | \$72,330.00            | \$75,220.00                          | \$77,480.00                        |
|                                     |                        |                                      |                                    |
| <b>Level 3 (L3)</b>                 |                        |                                      |                                    |
| SO L3 P1/2                          | \$72,480.00            | \$75,380.00                          | \$77,640.00                        |
| SO L3 P3.1 *                        | \$72,480.00            | \$75,380.00                          | \$77,640.00                        |
| SO L3 P3.2 *                        | \$73,690.00            | \$76,640.00                          | \$78,940.00                        |
| SO L3 P3.3 *                        | \$74,900.00            | \$77,900.00                          | \$80,240.00                        |
| SO L3 P4.1 #                        | \$72,480.00            | \$75,380.00                          | \$77,640.00                        |
| SO L3 P4.2 #                        | \$74,410.00            | \$77,390.00                          | \$79,710.00                        |
| SO L3 P4.3 #                        | \$76,100.00            | \$79,140.00                          | \$81,510.00                        |
|                                     |                        |                                      |                                    |
| <b>Level 4 (L4)</b>                 |                        |                                      |                                    |
| SO L4 P1/2                          | \$76,130.00            | \$79,180.00                          | \$81,560.00                        |
| SO L4 P3.1 *                        | \$76,130.00            | \$79,180.00                          | \$81,560.00                        |
| SO L4 P3.2 *                        | \$77,330.00            | \$80,420.00                          | \$82,830.00                        |
| SO L4 P3.3 *                        | \$78,540.00            | \$81,680.00                          | \$84,130.00                        |
| SO L4 P4.1 #                        | \$76,130.00            | \$79,180.00                          | \$81,560.00                        |
| SO L4 P4.2 #                        | \$78,060.00            | \$81,180.00                          | \$83,620.00                        |
| SO L4 P4.3 #                        | \$79,740.00            | \$82,930.00                          | \$85,420.00                        |
|                                     |                        |                                      |                                    |
| * Advanced Care Clinical Allowance  | \$1,210                | \$1,250                              | \$1,290                            |
| # Intensive Care Clinical Allowance | \$6,520                | \$6,780                              | \$6,980                            |

| Classification              | Annual Base Wage Rates |                                      |                                    |
|-----------------------------|------------------------|--------------------------------------|------------------------------------|
|                             | Rate as at<br>1/7/2010 | 4%<br>1/11/2010 (to<br>nearest \$10) | 3 % 1/10/2011<br>(to nearest \$10) |
| <b>Managerial Scale</b>     |                        |                                      |                                    |
| M6 pp 1                     | \$80,100               | \$83,300                             | \$85,800                           |
| M6 pp 2                     | \$82,030               | \$85,310                             | \$87,870                           |
| M6 pp 3                     | \$84,440               | \$87,820                             | \$90,450                           |
|                             |                        |                                      |                                    |
| M7 pp 1                     | \$88,060               | \$91,580                             | \$94,330                           |
| M7 pp 2                     | \$90,470               | \$94,090                             | \$96,910                           |
| M7 pp 3                     | \$92,880               | \$96,600                             | \$99,500                           |
| M7 pp 4                     | \$95,290               | \$99,100                             | \$102,070                          |
|                             |                        |                                      |                                    |
| M8 pp 1                     | \$97,710               | \$101,620                            | \$104,670                          |
| M8 pp 2                     | \$100,120              | \$104,120                            | \$107,240                          |
| M8 pp 3                     | \$101,930              | \$106,010                            | \$109,190                          |
| M8 pp 4                     | \$103,740              | \$107,890                            | \$111,130                          |
|                             |                        |                                      |                                    |
| <b>Non-Managerial Scale</b> |                        |                                      |                                    |
| Level 1 pp 1                | \$28,888               | \$30,040                             | \$30,940                           |
| Level 1 pp 2                | \$30,869               | \$32,100                             | \$33,060                           |
| Level 1 pp 3                | \$32,852               | \$34,170                             | \$35,200                           |
|                             |                        |                                      |                                    |
| Level 2 pp 1                | \$37,410               | \$38,910                             | \$40,080                           |
| Level 2 pp 2                | \$38,382               | \$39,920                             | \$41,120                           |
| Level 2 pp 3                | \$39,418               | \$40,990                             | \$42,220                           |
| Level 2 pp 4                | \$40,452               | \$42,070                             | \$43,330                           |
| Level 2 pp 5                | \$41,491               | \$43,150                             | \$44,440                           |
| Level 2 pp 6                | \$42,525               | \$44,230                             | \$45,560                           |
| Level 2 pp 7                | \$43,282               | \$45,010                             | \$46,360                           |
| Level 2 pp 8                | \$44,652               | \$46,440                             | \$47,830                           |
|                             |                        |                                      |                                    |
| Level 3 pp 1                | \$47,474               | \$49,370                             | \$50,850                           |
| Level 3 pp 2                | \$49,368               | \$51,340                             | \$52,880                           |
| Level 3 pp 3                | \$51,261               | \$53,310                             | \$54,910                           |
| Level 3 pp 4                | \$53,129               | \$55,250                             | \$56,910                           |
|                             |                        |                                      |                                    |
| Level 4 pp 1                | \$56,411               | \$58,670                             | \$60,430                           |
| Level 4 pp 2                | \$58,324               | \$60,660                             | \$62,480                           |
| Level 4 pp 3                | \$60,243               | \$62,650                             | \$64,530                           |
| Level 4 pp 4                | \$62,165               | \$64,650                             | \$66,590                           |

## **APPENDIX 2 - PAY POINT PROGRESSION**

### **1. PROGRESSION AND MAINTENANCE ARRANGEMENTS**

- (a) Appointment or promotion to a classification will be to pay point one.
- (b) An employee may be appointed to a pay point within a classification based on recognition of skills, knowledge and abilities of an equivalent time performed in a similar role.
- (c) Except where specified, movement within a classification will be based on progression arrangements outlined in the following sections. Movement to another classification will be on appointment based on merit.
- (d) The below progression tables outline the minimum timeframes for progression. These minimum timeframes are for full-time employees. Employees other than full-time are required to meet an equivalent minimum period of service worked and 1428 hours for each 12 months' service or 741 hours for each six months' service, whichever is the greater.
- (e) Progression of a pay point will not be applicable until all the progression criteria have been met and approved, including performance objectives.
- (f) The educational requirements specified within these progression tables are those that apply at the commencement of this Determination. Educational requirements may change during the life of the Determination at the discretion and determination of the QAS Commissioner.
- (g) Where QAS identifies a component of a QAS education, training or developmental course is required for progression, that component should be made available by the QAS.
- (h) The timing of training will be dependent upon the demonstrated ability at an employee's current level.
- (i) If employees meet all other requirements for progression and the opportunity to undertake the relevant and required educational component has not been provided by the QAS, employees will not be disadvantaged.
- (j) It is expected that the level of skill and experience of each employee will increase as they move through the pay points. At each level, employees are required to share their skills with other employees and assist other employees in achieving excellence.
- (k) Failure to complete or maintain the requirements of each level will result in adjustment to the employee's pay to reflect the appropriate education/clinical level.

### **2. COMMUNICATIONS**

- (a) A Communications Officer means an employee who works in a Communications Centre as a Call Taker or Call Taker/Dispatcher and who receives and/or actions telephone messages concerning QAS communications operations and/or co-ordinates ambulance and patient movements.
- (b) A Communications Centre Supervisor/Team Leader means an employee who is in charge of a discrete work unit of Communications Officers.
- (c) All Communications Officers - Call Takers must attain the Certificate III in Ambulance Communications (Call Taking) or equivalent (as determined by the QAS Commissioner) within six months of appointment.
- (d) All Communications Officers - Call Taker/Dispatchers (pay point 3) and Communications Centre Supervisors must possess the Certificate IV in Ambulance Communications (Dispatch) or equivalent (as determined by the QAS Commissioner).
- (e) Employees relieving in a Supervisor position will be paid at CCS pay point 1. Progression to higher pay points for relievers will be subject to the requirements outlined below achieved over a cumulative period of 12 months service.

| <b>Communications Officer</b> |  |
|-------------------------------|--|
| <b>Pay Point</b>              | <b>Requirements</b>  |
| Pay Point 1                   | <p>Employees at this pay point are undertaking initial training. Employees will have completed the induction and orientation program. At this level employees are being mentored, coached or operating independently under close supervision.</p> <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessments, and</li> <li>• Successful completion of initial training program, and</li> <li>• Successful completion of Certificate III in Ambulance Communications (Call Taking) or equivalent and Certificate IV in Ambulance Communications (Dispatch) or equivalent, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>   |
| Pay Point 2                   | <p>Employees at this level are qualified Call Takers who undertake the function independently. Employees coach and assist new employees to understand and perform call taking duties using manual and or Computer Aided Dispatch (CAD) systems. Employees at this level will be actively seeking to enhance their knowledge and skills through exposure to a wider range of CAD and associated system functions.</p> <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• At least 12 months at pay point 1, and</li> <li>• Possession of Certificate III in Ambulance Communications (Call Taking) or equivalent for Communications Officers - Call Taker positions only or possession of Certificate IV in Ambulance Communications (Dispatch) or equivalent for Communications Officers - Call Taker/Dispatcher, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

| <b>Communications Officer</b> |  |
|-------------------------------|--|
| <b>Pay Point</b>              | <b>Requirements</b>  |
| Pay Point 3                   | <p>Employees at this level are using and developing their dispatch skills, and maintaining their skills to enhance call taking functions. Employees are consistently meeting quality performance targets under minimum supervision. Employees at this level will be actively seeking to develop basic system troubleshooting skills. Employees coach and assist new employees to understand and perform call taking duties using manual and or Computer Aided Dispatch (CAD) systems.</p> <p>QAS reserves the right to restrict the number of Communications Officer - Call Taker/Dispatch positions based on operational and service delivery need. For progression from pay point 2 to pay point 3 and maintenance of this level, in addition to the requirements of pay point 2:</p> <ul style="list-style-type: none"> <li>• Where applicable, the availability of a Communications Officer - Call Taker/Dispatch position; and</li> <li>• Achievement of required selection assessments, and</li> <li>• At least six months at pay point 2, and</li> <li>• Possession of Certificate IV in Ambulance Communications (Dispatch) or equivalent, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

|                    |   |
|--------------------|---|
| <b>Pay Point 4</b> | <p>Employees at this level use their clinical and/or operational knowledge to provide advice to employees at all other levels in Communications Rooms. Employees at this level are expected to actively contribute to developing and improving the quality of service delivery, and the continuing development of Communications Rooms. Employees at this level have demonstrated the ability and will supervise less skilled employees. Employees at this level should be developing a higher level knowledge and understanding of CAD and associated systems.</p> <p>For progression from pay point 3 to pay point 4 and maintenance of this level, in addition to the requirements of pay point 3:</p> <ul style="list-style-type: none"> <li>• At least 12 months at pay point 3, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |
|--------------------|---|

| <b>Communications Officer</b> |   |
|-------------------------------|---|
| <b>Pay Point</b>              | <b>Requirements</b>   |
| <b>Pay Point 5</b>            | <p>Employees at this level have a high level of operational knowledge and understanding of CAD and associated systems and/or the ability to task, coordinate and monitor resources. Employees at this level must demonstrate operational knowledge of CAD systems and other information systems and to actively assist team leaders to develop less skilled employees.</p> <p>For progression from pay point 4 to pay point 5 and maintenance of this level, in addition to the requirements of pay point 4:</p> <ul style="list-style-type: none"> <li>• At least 12 months at pay point 4, and</li> <li>• Successful completion of supervisors' course or equivalent, and</li> <li>• Certification by the appropriate delegate of the employee's ability to function at a supervisory level and preparedness of the employee to relieve as a Communications Centre Supervisor (CCS) as necessary, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

| <b>Communications Centre Supervisor / Team Leader</b> |   |
|---|---|
| <b>Pay Point</b>                                      | <b>Requirements</b>   |
| Pay Point 1   | <p>Newly appointed Supervisors will commence at Level 1. Employees will possess the confidence, skills and abilities to competently direct employees in the performance of their work. Employees will actively seek to acquire and develop skills to enhance their effectiveness as Team Leaders. Professional Development Officers will commence at this level.</p> <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessments, and</li> <li>• Enrolment in Certificate IV in Ambulance Communications and completion within appropriate timeframes, and</li> <li>• Possession of supervisors' course or equivalent, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |
| Pay Point 2   | <p>Employees at this level have met the requirements at Team Leader 1. They will be effective Team Leaders at shift level and carry out daily planning, coordinating, directing and controlling functions of administrative and operational requirements.</p> <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• At least 12 months at pay point 1, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>  |

| <b>Communications Centre Supervisor / Team Leader</b> |  |
|---|--|
| <b>Pay Point</b>                                      | <b>Requirements</b>  |
| Pay Point 3   | <p>This pay point is only available to positions in AFCom, Secomm, North Coast Communications Centre and QEOC when this Centre commences operations.</p> <p><i>Employees at this level have met the requirements at Team Leader 2 and will be effective middle managers. Employees at this level are expected to actively contribute to developing and improving the quality of service delivery, and the continuing development of Communications Rooms.</i></p> <p><i>For progression from pay point 2 to pay point 3 and maintenance of this level, in addition to the requirements of pay point 2:</i></p> <ul style="list-style-type: none"> <li>• At least 12 months at pay point 2, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |
| Pay Point 4   | <p>This pay point is only available to positions in AFCom or QEOC when this Centre commences operations.</p> <p><i>Employees must have demonstrated competency in all facets of Communications Rooms activity, operational resource knowledge and higher level knowledge of medical terminology.</i></p> <p><i>For progression from pay point 3 to pay point 4 and maintenance of this level, in addition to the requirements of pay point 3:</i></p> <ul style="list-style-type: none"> <li>• At least 12 months at pay point 3, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>  |

### **3. OPERATIONAL**

#### **3.1 Patient transport**

- (a) A Patient Transport Officer means an employee who works in the predominately non-emergency pre-hospital environment providing non-emergency patient transport services.
- (b) A Patient Transport Paramedic means an employee who provides a high standard of pre-hospital emergency patient care and the provision of ambulance transport services for members of the community within their specified level of clinical practice.
- (c) All Patient Transport Officers must attain the Certificate III in Non-Emergency Patient Transport or equivalent (as determined by the QAS Commissioner).
- (d) All Patient Transport Paramedics must possess at least an Associate Diploma of Applied Science (Ambulance) or equivalent qualifications (as determined by the QAS Commissioner).
- (e) A Paramedic may request to revert to a Patient Transport Paramedic (PTP) which is at the clinical and remuneration level equivalent to a Paramedic P1 level.
- (f) Regardless of paramedic skill or pay level prior to taking up a PTP position, employees will be required to maintain the skill, currency and Certificate of Practice requirements of Paramedic P1 level. Should an employee not do so, they will revert to a Patient Transport Officer pay rate (subject to available positions).
- (g) The QAS retains the right to determine the number and location of Patient Transport Paramedic positions.

| Pay Point                   | Requirements   |
|-----------------------------|--|
| Pay Point 1                 | <p>Employees at this pay point are undertaking initial training. Employees will have completed the induction and orientation program. At this level employees are being mentored, coached or operating independently under close supervision.</p> <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessments, and</li> <li>• Successful completion of initial training program, and</li> <li>• Commencement of Certificate III in Non-Emergency Patient Transport or equivalent, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>   |
| Pay Point 2                 | <p>Employees at this level are qualified Patient Transport Officers who undertake the function independently. Employees coach and assist new employees to understand and perform patient transport duties. Employees at this level will be actively seeking to enhance their knowledge and skills.</p> <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• At least six months at pay point 1, and</li> <li>• Possession of Certificate III in Non-Emergency Patient Transport or equivalent, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>  |
| Patient Transport Paramedic | <p>Employees at this level use their clinical and/or operational knowledge to provide advice to employees, provide a high standard of pre-hospital emergency patient care and the provision of ambulance transport services within their specified level of clinical practice. Employees at this level are expected to actively contribute to developing and improving the quality of service delivery. Employees at this level have demonstrated the ability and will supervise less skilled employees.</p> <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Possession of appropriate paramedic qualifications of at least an Associate Diploma of Applied Science (Ambulance), Diploma of Applied Science (Ambulance) or equivalent qualifications, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

### 3.2 Ambulance attendant/certificate IV officer

- (a) An Ambulance Attendant/Certificate IV Officer means an employee who has formal clinical training and is working as a clinical officer.
- (b) An Ambulance Attendant Level 1 must possess the old qualification of Certificate III in Health Science (Emergency Care and Transport) for pay point 1 only or else must be undertaking the Certificate IV in Basic Emergency Care.
- (c) A Certificate IV Officer Level 2 must possess the Certificate IV in Basic Emergency Care at the Paramedic P1 skill level.

| Pay Point                      | Requirements   |
|--------------------------------|--|
| Ambulance Attendant Level 1    | <p>Employees at this pay point are either undertaking initial training or possess the relevant qualification. Employees will have completed the induction and orientation program. Employees undertaking training may be mentored, coached or operating independently under supervision. Employees at this level use their clinical and/or operational knowledge to provide a high standard of pre-hospital emergency patient care and the provision of ambulance transport services within their specified level of clinical practice.</p> <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessments, and</li> <li>• Possession of Certificate III in Health Science (Emergency Care and Transport) or equivalent OR commencement of Certificate IV in Basic Emergency Care or equivalent, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |
| Certificate IV Officer Level 2 | <p>Employees at this level are qualified Certificate IV Officers who undertake the function independently. Employees at this level will be seeking to enhance their knowledge and skills. Employees at this level use their clinical and/or operational knowledge to provide a high standard of pre-hospital emergency patient care and the provision of ambulance transport services within their specified level of clinical practice.</p> <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• Possession of Certificate IV in Basic Emergency Care or equivalent, and</li> <li>• Maintenance and development of skills/Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>   |

### 3.3 Paramedic students

- (a) A Paramedic Student means an employee enrolled in a course of training to become qualified as Paramedic.
- (b) All Paramedic Students must be enrolled in the Diploma of Paramedical Science (Ambulance) or equivalent (as determined by the QAS Commissioner).
- (c) University students undertaking paramedical studies recognised by the QAS may be utilised as casual employees at pay point 1 during their studies.
- (d) Time periods for progression through student pay points do not apply. Requirements for progression are competency based and are determined by the QAS Commissioner based on completion of specific semester competency achievement phases.
- (e) Employees at this level use their clinical and/or operational knowledge to provide a high standard of pre-hospital emergency patient care and the provision of ambulance transport services within their specified level of clinical practice.
- (f) At this level employees are being mentored, coached or operating independently under varying levels of supervision, depending on the employee's level of clinical practice and experience.

| Pay Point   | Requirements   |
|---|--|
| Pay Point 1   | <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessments, and</li> <li>• Successful completion of initial training program, and</li> <li>• Commencement of Diploma of Paramedical Science (Ambulance) or equivalent, and</li> <li>• Maintenance and development of identified skills, as determined by the QAS Commissioner, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |
| Pay Point 2   | <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• Upon successful completion of Semester 1 of the Diploma of Paramedical Science (Ambulance) or equivalent, and*</li> <li>• Maintenance and development of identified skills, as determined by the QAS Commissioner, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>                   |
| Pay Point 3   | <p><i>For progression from pay point 2 to pay point 3 and maintenance of this level, in addition to the requirements of pay point 2:</i></p> <ul style="list-style-type: none"> <li>• Upon successful completion of Semester 2 of the Diploma of Paramedical Science (Ambulance) or equivalent, and*</li> <li>• Maintenance and development of identified skills, as determined by the QAS Commissioner, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>                   |
| Pay Point 4   | <p><i>For progression from pay point 3 to pay point 4 and maintenance of this level, in addition to the requirements of pay point 3:</i></p> <ul style="list-style-type: none"> <li>• Upon successful completion of Semester 3 and 4 of the Diploma of Paramedical Science (Ambulance) or equivalent, and*</li> <li>• Maintenance and development of identified skills, as determined by the QAS Commissioner, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>             |
| <p>* The identified semester completion requirements for progression to each level is based on the Diploma of Paramedical Science (Ambulance) as currently in operation at the date of this Determination. The semester completion requirements for each pay point may be altered by the QAS Commissioner where required.</p> |  |

### 3.4 Paramedic

- (a) A Paramedic means an employee who provides a high standard of pre-hospital emergency patient care and the provision of ambulance transport services for members of the community.
- (b) A Paramedic must possess at least a Certificate IV in Basic Emergency Care or Associate Diploma of Applied Science (Ambulance) with no additional skills or qualifications or recognised equivalent (as determined by the QAS Commissioner) at the Paramedic P1 skill level.
- (c) A Paramedic - Advanced Skills must possess at least an Associate Diploma of Applied Science (Ambulance) and relevant advanced skills or recognised equivalent (as determined by the QAS Commissioner) at the Paramedic P2 skill level.
- (d) An Advanced or Intensive Care Paramedic may request to revert to a Paramedic - Advanced Skills pay point 2 which is at the remuneration level equivalent to an Advanced Care Paramedic pay point 1. Employees currently at the Paramedic - Advanced Skills pay point 1 are not able to increment to Paramedic - Advanced Skills pay point 2.
- (e) Regardless of paramedic skill or pay level prior to taking up a Paramedic - Advanced Skills, employees will be required to maintain the skill, currency and Certificate of Practice requirements of Paramedic P2 skill level. Should an employee not do so, they will revert to a Paramedic pay rate (subject to available positions).

- (f) The QAS retains the right to determine the number and location of Paramedic and Paramedic - Advanced Skills positions.
- (g) An Advanced Care Paramedic must possess at least a Diploma of Paramedical Science (Ambulance) or equivalent (as determined by the QAS Commissioner) or Associate Diploma of Applied Science (Ambulance) or equivalent (as determined by the QAS Commissioner) with advanced care skills as determined by the QAS at the Paramedic P3 skill level.
- (h) An Intensive Care Paramedic must possess at least a Graduate Diploma in Intensive Care Paramedical Practice or equivalent or Advanced Diploma of Health Science (Pre-Hospital Care) or equivalent (as determined by the QAS Commissioner) at the Paramedic P4 skill level.
- (i) Regardless of paramedic skill or pay level, employees will be required to maintain the skill, currency and Certificate of Practice requirements of the relevant paramedic level. Should an employee not do so, the employee will revert to the appropriate paramedic skill level and remuneration.
- (j) Employees at these levels are qualified paramedics who undertake the function independently. Employees at this level will be seeking to enhance their knowledge and skills.
- (k) Employees at this level use their clinical and/or operational knowledge to provide a high standard of pre-hospital emergency patient care and the provision of ambulance transport services within their specified level of clinical practice.
- (l) Employees at this level have successfully demonstrated the ability and will supervise less skilled employees. The QAS retains the right to determine the number and location of Intensive Care Paramedic positions.

| <b>Paramedic</b> |   |
|------------------|---|
|                  | <b>Requirements</b>   |
|                  | <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessment, and</li> <li>• Possession of Certificate IV in Basic Emergency Care or Diploma of Applied Science (Ambulance) or equivalent.</li> <li>• Maintenance and development of skills/Certificate of Practice.</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

| <b>Paramedic - Advanced Skills</b> |  |
|------------------------------------|--|
| <b>Pay Point</b>                   | <b>Requirements</b>  |
| Pay Point 1                        | <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessment, and</li> <li>• Possession of Diploma of Applied Science (Ambulance) and relevant advanced skills or recognised equivalent or Associate Diploma of Applied Science (Ambulance) or equivalent (as determined by the QAS Commissioner), and</li> <li>• Maintenance and development of skills/ Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>   |
| Pay Point 2                        | <p><i>For appointment from Advanced or Intensive Care Paramedic to and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• Possession of appropriate paramedic qualifications of at least a Diploma of Paramedical Science (Ambulance) and relevant advanced care skills or recognised equivalent or Associate Diploma of Applied Science (Ambulance) or equivalent (as determined by the QAS Commissioner), and</li> <li>• Maintenance and development of skills/ Certificate of Practice to be determined by the QAS Commissioner, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

| <b>Advanced Care Paramedic</b>  |  |
|---------------------------------|--|
| <b>Pay Point</b>                | <b>Requirements</b>  |
| Pay Point 1                     | <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessment, and</li> <li>• Possession of Diploma of Paramedical Science (Ambulance) and relevant advanced care skills or recognised equivalent or Associate Diploma of Applied Science (Ambulance) or equivalent (as determined by the QAS Commissioner), and</li> <li>• Maintenance and development of skills/ Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>  |
| Pay Point 2                     | <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• At least three years of recognised service as a qualified Advanced Care Paramedic, and</li> <li>• Maintenance and development of skills/ Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>  |
| Pay Point 3                     | <p><i>For progression from pay point 2 to pay point 3 and maintenance of this level, in addition to the requirements of pay point 2:</i></p> <p>N.B. This third pay point is being phased in over a 16 month period during the life of this Determination on the following basis:</p> <ul style="list-style-type: none"> <li>○ Eight or more years' service as at 1 July 2010;</li> <li>○ Seven or more years' service as at 1 November 2010;</li> <li>○ Six or more years' service as at 1 October 2011 and thereafter.</li> </ul> <ul style="list-style-type: none"> <li>• At least six years of recognised service as a qualified Advanced Care Paramedic, and</li> <li>• Maintenance and development of skills/ Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |
| <b>Intensive Care Paramedic</b> |  |
| <b>Pay Point</b>                | <b>Requirements</b>  |
| Pay Point 1                     | <p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> <li>• Achievement of required selection assessments including 5 years experience as a Paramedic, and</li> <li>• Possession of Graduate Diploma in Intensive Care Paramedical Practice or equivalent or Advanced Diploma of Health Science (Pre-Hospital Care) or equivalent (as determined by the QAS Commissioner), and</li> <li>• Maintenance and development of skills/ Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>   |
| Pay Point 2                     | <p><i>For progression from pay point 1 to pay point 2 and maintenance of this level, in addition to the requirements of pay point 1:</i></p> <ul style="list-style-type: none"> <li>• At least three years of recognised service as a qualified Intensive Care Paramedic at pay point 1, and</li> <li>• Maintenance and development of skills/ Certificate of Practice, and</li> <li>• Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul>  |

| <b>Intensive Care Paramedic</b> |   |
|---------------------------------|---|
| <b>Pay Point</b>                | <b>Requirements</b>   |
| Pay Point 3                     | <p><i>For progression from pay point 2 to pay point 3 and maintenance of this level, in addition to the requirements of pay point 2:</i></p> <p>N.B. This third pay point is being phased in over a 16 month period during the life of this Determination on the following basis:</p> <ul style="list-style-type: none"> <li>○ Eight or more years' service as at 1 July 2010;</li> <li>○ Seven or more years' service as at 1 November 2010;</li> <li>○ Six or more years' service as at 1 October 2011 and thereafter.</li> </ul> <ul style="list-style-type: none"> <li>● At least six years of recognised service as a qualified Intensive Care Paramedic, and</li> <li>● Maintenance and development of skills/ Certificate of Practice, and</li> <li>● Successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.</li> </ul> |

### **3.5 Station officers**

- (a) All Station Officers will be appointed to a position graded from Station Officer Level 1 to 4. Movement within the classification structure of the relevant Station Officer level will be based on the criteria below. Movement between Station Officer levels will be upon merit.
- (b) All Station Officers will be appointed to pay point 1.
- (c) All Station Officers are to complete the Management Continuing Education Program (MCEP) within 12 months of commencement of service as an OIC or from this Determination and maintain the qualification otherwise the employee will be reverted to their appropriate Operational level.
- (d) All Station Officers unable to access MCEP through no fault of their own will not be restricted from maintaining their classification level, provided that they have at least enrolled in MCEP and complete the course within six months of it being made available from the QAS.
- (e) Within each Station Level, Station Officers will be appointed at and are to maintain a paramedic level based on the appointment and progression details as outlined in Appendix 2, 3.5 Paramedic above. Station Officers who possess and maintain the required Advanced Care and Intensive Care skills and are required during duty to undertake clinical duties on a regular basis will also be entitled to the relevant clinical allowance as outlined in clause 4.6.10 and Appendix 1.
- (f) The QAS retains the right to determine the number and location of Station Officer positions which are to be occupied by an employee with Intensive Care skills.

### **4. Non-managerial and managerial**

- (a) Employees will be appointed on merit to a level within the QAS Non-Managerial and Managerial scale.
- (b) Employees will commence from the first pay point.
- (c) An employee maybe appointed to a pay point within a level based on recognition of skills, knowledge and abilities of an equivalent time performed in a similar role.
- (d) Progression within a level and payment of salary increments will be dependent on satisfactory performance assessed through performance plans of 12 months duration and certified by the relevant manager.
- (e) Salary increments are only available after an employee has received a salary at a specific pay point for a full 12 months and has a satisfactory performance assessment.

Dated 23 November 2010.

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

Operative Date: 1 July 2010  
Determination - Queensland Ambulance Service Determination 2010  
Released: 23 November 2010