

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Ambulance Service Employees Award – State 2016

Matter No. B/2019/32, B/2019/33 and B/2019/34

REPRINT OF AWARD UNDER SECTION 980

Certification of Reprint

Following the general ruling made by the Commission in the 2019 State Wage Case, the *Ambulance Service Employees Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Ambulance Service Employees Award – State 2016 as at 1 September 2019.

Name of modern award: *Ambulance Service Employees Award – State 2016*

Operative date of the modern award reprint: 1 September 2019

Operative date of modern award: As per clause 2 of the modern award

By the Registrar

M. SHELLEY

18 November 2019

AMBULANCE SERVICE EMPLOYEES AWARD – STATE 2016

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PART 1 - Title and Operation

1. Title

This Award is known as the *Ambulance Service Employees Award – State 2016*.

2. Operation

This Award, made on 1 August 2016, operates from 1 March 2017.

3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

Act means the *Industrial Relations Act 2016*

Advanced Care Paramedic has the meaning ascribed to it at clauses S1.3.4(a) and (g) of Schedule 1

afternoon shift means any shift that finishes after 1800 and at or before 2400, except in cases of shifts of 12 hours duration in Category 5 stations and Communications Centres where it means any shift that finishes after 1900 and at or before 2400

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

classification level comprises a minimum salary rate plus a range of increments through which employees will be eligible to progress

Commission means the Queensland Industrial Relations Commission

Commissioner means the person appointed to that role in accordance with Section 4 of the *Ambulance Service Act 1991*

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

Communications Centre Supervisor/Team Leader means an employee who is in charge of a discrete work unit of Communications Officers

continuous shift work means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering 24 hours per day over a 7 day week

day shift means any shift worked as part of a shift work system which is not an afternoon shift or a night shift

day work means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a shift work system

day worker means a person who works day work

directive means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

employee means a person referred to in clause 4.1(a)

employer means the Chief Executive of the Queensland Ambulance Service in their capacity as the employer of an employee mentioned in clause 4.1(a) or, for the purposes of this Award, such other person to whom the Chief Executive has delegated specific authorities

generic level statement means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

increment means for all employees an increase in salary from one pay point to the next highest pay point within a classification level, where applicable

Intensive Care Paramedic has the meaning ascribed to it at clauses S1.3.4(a) and (h) of Schedule 1

night shift means any shift finishing after 2400 and at or before 0800 the following day

paramedic, when used in a generic sense, has the meaning ascribed to it at clause S1.3.4(a) of Schedule 1

Paramedic, when used to describe a particular level of employee, has the meaning ascribed to it at clauses S1.3.4(a) and (b) of Schedule 1

Paramedic student means an employee enrolled in a course of training to become qualified as a Paramedic

Patient Transport Officer means an employee who works in the predominately non-emergency pre-hospital environment providing non-emergency patient transport services

pay point means the specific rate of remuneration payable to an employee within a classification level

public holiday has the same meaning as that provided in Schedule 5 of the Act

QAS means the Queensland Ambulance Service, established by section 3A of the *Ambulance Service Act 1991*

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

shift work means work performed by an employee on a day shift, afternoon shift or night shift, either solely or in any combination thereof

shift worker means an employee who works shift work

Station Officer means an employee remunerated at the level of Station Officer 1, 2, 3 or 4

union means United Voice, Industrial Union of Employees, Queensland

4. Coverage

4.1 This Award applies to:

- (a) employees of QAS whose salaries or rates of pay are fixed by this Award and who are appointed pursuant to section 13(1) of the *Ambulance Service Act 1991*; and
- (b) the Chief Executive of QAS in their capacity as the employer of such employees; and
- (c) United Voice, Industrial Union of Employees, Queensland,
to the exclusion of any other award.

4.2 Directives which apply to employees covered by this Award

In addition to conditions of employment provided in this Award, Schedule 4 records those directives about specified matters which apply to employees covered by this Award.

5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. Enterprise flexibility and facilitative award provisions

6.1 Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

6.2 Procedures to implement facilitative award provisions

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

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the union is to be notified in writing at least one week in advance of agreement being sought.

PART 2 - Dispute Resolution

7. Dispute resolution

7.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent the union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

7.2 Employee grievance procedures - other than Award matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the union.

- (c) The employer shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The employer may appoint another person to investigate the grievance. The employer may consult with the union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 - Types of Employment, Management of Performance, Consultation and Termination of Employment

8. Types of employment

- (a) An employee may be employed on a full-time, part-time or casual basis.
- (b) Employees shall be advised of the basis of their employment in writing upon appointment.

8.1 Full-time employment

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

8.2 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work a regular number of ordinary hours each fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
 - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification with a minimum payment as for 2 hours' work.
- (c) The following conditions apply to part-time employees:
 - (i) The employer shall determine the number of hours the employee may work and a regular pattern for the hours to be worked.
 - (ii) Subject to clause 8.2, all provisions of this Award applicable to full-time employees apply to part-time employees on a *pro rata* basis where appropriate.
 - (iii) When a part-time employee is authorised to work additional hours outside the rostered shift the part-time employee is eligible for payment of overtime in accordance with clause 18.
 - (iv) A part-time employee may be appointed to more than one position with the employer provided that the maximum number of ordinary hours for which they are employed shall not exceed 76 hours per fortnight.
 - (v) Where the employee and employer agree, part-time employment may be converted to full-time and vice-versa on a permanent basis or for a specified period of time. If an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

8.3 Casual employment

- (a) A casual employee is an employee who is engaged as such on an hourly basis.
- (b) For each ordinary hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23% with a minimum payment as for 2 hours' work for each engagement.
- (c) The casual loading of 23% constitutes part of the casual employee's salary for the purpose of calculating overtime and shift payments. The loading is not to be taken into account for the purpose of calculating the entitlements of a casual employee for work performed on a Saturday, Sunday or public holiday.
- (d) The long service leave entitlement of casual employees is prescribed in clause 22.

8.4 Conduct of staff

All matters relating to the conduct of staff shall be dealt with under the relevant workforce performance policy issued by the employer. Performance interviewing should, where appropriate, be used as an alternative to disciplinary action.

8.5 Performance interviewing

- (a) (i) Performance interviewing can be used as an alternative to formal disciplinary action in resolving problems relating to the conduct of an employee.
- (ii) If the issue is not appropriate to be dealt with under the relevant workforce performance policy and procedures the employer is to consider whether performance interviewing would be more appropriate than formally charging the employee concerned. Performance interviewing should, where appropriate, be used as an alternative to disciplinary action.
- (b) Before deciding on formal performance interviewing the employee's 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.
- (c) 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. The employee should also be informed 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.
- (d) The supervisor and employee concerned should come to an agreement about the proposed course of action and set a review date to check progress.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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 charging the employee.
- (i) The supervisor must advise the employee that the employee may have a union representative or a witness present at any formal performance interview.
- (j) The main aim of any 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; and
 - (ii) although it has been decided that formal disciplinary action will not be taken at this stage, the matter is regarded as serious.
- (k) A supervisor may, if the supervisor chooses, have a witness present during any performance interview/s. In the course of any interview/s 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.
- (l) 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 be informed 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.
- (m) Written records are to be kept for all formal performance interviews conducted. At the beginning of the interview the employee is to be advised that such record will be made.
- (n) An employee is to be invited to sign the record of the performance interview and be given a copy of it. The employee may add the employee's own comment to the record by way of explanation.
- (o) Records of formal performance interviews conducted by the employer and any record of action taken as an alternative to formal disciplinary action are to be placed on the employee's personal file.
- (p) Formal performance interview records should be retained for a period not exceeding two years. After two years, records are to be destroyed unless disciplinary action has been taken within that two year period and information contained in the record is relevant to that action.

8.6 Anti-discrimination

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
- (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
 - (ii) sexual harassment; and
 - (iii) racial and religious vilification.

- (b) Nothing in clause 8.6 is to be taken to affect:
- (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

9. Termination of employment

9.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

9.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

9.3 Notice cannot be offset

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

9.4 Job search entitlement

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

9.5 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.

10. Redundancy

10.1 Redundancy pay

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

10.2 Consultation before termination

- (a) Where the employer decides that the employer no longer wishes the job an employee/s 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/s 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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

10.3 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy pay provisions of the QES.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

10.4 Employee leaving during notice period

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

10.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

10.6 Transmission of business

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, '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.

10.7 Exemption where transmission of business

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
 - (i) 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
 - (ii) 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.

10.8 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.

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

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

- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

11. Consultation - Introduction of changes

11.1 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; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

11.2 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (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.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

PART 4 - Minimum Salary Levels, Allowances and Related Matters

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 (Supported Wage System) apply.)

12. Classifications and minimum salary levels

12.1 Classification structure

Employees covered by this Award are to be classified in accordance with the provisions contained in Schedule 1.

12.2 Minimum salary levels

The minimum salaries payable to employees under this Award shall be:

(a) **Other than Station Officers**

Classification Level	Pay point	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Ambulance Attendant/Certificate IV Training		1,983	51,734
Patient Transport Officer	1	1,983	51,734
	2	2,139	55,804
Patient Transport Paramedic/ Certificate IV Qualified		2,404	62,718
Paramedic student	1	1,983	51,734
	2	2,139	55,804
	3	2,223	57,996
	4	2,307	60,187
Paramedic		2,404	62,718
Paramedic Advanced Skills	1	2,525	65,875
	2 ⁴	2,583	67,388
Advanced Care Paramedic	1	2,583	67,388
	2	2,644	68,979
	3	2,705	70,571
Intensive Care Paramedic	1	2,849	74,328
	2	2,945	76,832
	3	3,028	78,997

Notes:

1. Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
4. This rate is only available to Advanced Care Paramedics and Intensive Care Paramedics who have reverted to the role of Paramedic - Advanced Skills in accordance with clause S1.3.4(d) of Schedule 1.

(b) **Station Officers**

Classification Level	Pay point	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Level 1	L1 P1/P2	3,241	84,554
	L1 P3.1 *	3,241	84,554
	L1 P3.2 *	3,301	86,120
	L1 P3.3 *	3,362	87,711
	L1 P4.1 #	3,241	84,554
	L1 P4.2 #	3,338	87,085
	L1 P4.3 #	3,422	89,277
Level 2	L2 P1/P2	3,423	89,303
	L2 P3.1 *	3,423	89,303
	L2 P3.2 *	3,482	90,842
	L2 P3.3 *	3,542	92,407
	L2 P4.1 #	3,423	89,303
	L2 P4.2 #	3,520	91,833
	L2 P4.3 #	3,603	93,999
Level 3	L3 P1/P2	3,611	94,207
	L3 P3.1 *	3,611	94,207

Classification Level	Pay point	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
	L3 P3.2 *	3,671	95,773
	L3 P3.3 *	3,732	97,364
	L3 P4.1 #	3,611	94,207
	L3 P4.2 #	3,707	96,712
	L3 P4.3 #	3,791	98,903
Level 4	L4 P1/P2	3,793	98,956
	L4 P3.1 *	3,793	98,956
	L4 P3.2 *	3,851	100,469
	L4 P3.3 *	3,912	102,060
	L4 P4.1 #	3,793	98,956
	L4 P4.2 #	3,889	101,460
	L4 P4.3 #	3,972	103,626

Notes:

1. Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
- * Entitled to the Advanced Care Paramedic Clinical allowance of \$58.00 per fortnight prescribed in clause 13.2(a).
- # Entitled to the Intensive Care Paramedic Clinical allowance of \$324.00 per fortnight prescribed in clause 13.2(b).

(c) **Communications staff**

Classification Level	Pay point	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
Communications Officer	1	2,042	53,274
	2	2,189	57,109
	3	2,379	62,066
	4	2,464	64,283
	5	2,548	66,475
Communications Centre Supervisor	1	3,269	85,285
	2	3,365	87,789
	3 ⁴	3,462	90,320
	4 ⁵	3,559	92,851

Notes:

1. Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.
4. This rate is only available to Communications Centre Supervisor positions in the Southport Operations Centre, Maroochydore Operations Centre and Brisbane Operations Centre.
5. This rate is only available to Communication Centre Supervisors in the Brisbane Operations Centre.

(d) **Managerial Scale staff**

Classification Level	Pay point	Award Rate ¹ Per Fortnight \$ ²	Annual Salary ³ \$ ²
M6	1	3,990	104,095
	2	4,086	106,600
	3	4,207	109,756

M7	1	4,386	114,426
	2	4,507	117,583
	3	4,627	120,714
	4	4,746	123,818
M8	1	4,868	127,001
	2	4,987	130,106
	3	5,078	132,480
	4	5,169	134,854

Notes:

1. Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

12.3 Payment of wages and salaries

- (a) All employees shall have their wages paid fortnightly.
- (b) Such wages shall be made by direct transfer to an employee's account with a financial institution.
- (c) Wages paid into an employee's account will be available no later than Thursday of each pay period.
- (d) If a Thursday is a public holiday, clause 12.3(c) shall be deemed to have been complied with if wages are available the following day.

12.4 Incidental and peripheral tasks

The employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- (b) all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

12.5 Two classes of work

- (a) Where an employee, excluding a Managerial Scale employee, performs two or more classes of work on any one day to which a different rate of salary fixed by this Award is applicable, such employee shall be paid:
 - (i) if employed for more than four hours on the class or classes of work carrying a higher rate: at the higher rate for the whole time during which the employee works on that day; and
 - (ii) if employed for four hours or less on the class or classes of work carrying a higher rate: at the higher rate for four hours.
- (b) For a Managerial Scale employee, additional remuneration is payable to an employee who temporarily fills a position at a higher level. Payment of higher duties is at the first pay point of the higher classification level. Higher duties is payable only upon certification by the employer that the higher duties has been performed.
- (c) Where an employee relieves in a higher position:

- (i) the period of relieving is to be considered for the purpose of determining any increments relevant to their substantive pay level; and
- (ii) they are entitled to have the relieving period recognised for the purpose of determining a pay level if they are promoted if they have served in the higher position for a period of 12 months or longer.

12.6 Movement within classification levels

Movement within classification levels will be in accordance with the provisions contained in Schedule 1.

12.7 Salary sacrifice arrangements

- (a) Eligible employees covered by this Award may participate in salary sacrifice arrangements as determined by QAS to the extent allowed by the relevant Commonwealth legislation.
- (b) The administrative processes to accommodate salary sacrifice arrangements shall be established by the Chief Executive and may be varied from time to time as required, for example to reflect changes in the relevant Commonwealth legislation or changes in procedures adopted by a particular salary packaging bureau service.
- (c) The following principles will apply where employees avail themselves of salary sacrifice arrangements:
 - (i) there will be no additional costs incurred by QAS, either directly or indirectly;
 - (ii) as part of the salary sacrifice arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable Fringe Benefit Tax (FBT), will be met without delay by the participating employee;
 - (iii) there will be no additional increase in superannuation costs or to FBT payments made by QAS that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
 - (iv) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to QAS, and similarly the employer will give the employee one month's notice of termination;
 - (v) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
 - (vi) there will be no significant additional administrative workload or other ongoing costs to QAS.
- (d) Where the employee has elected to sacrifice a portion of the payable salary:
 - (i) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
 - (ii) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment to which an employee is entitled under an industrial instrument, 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 sacrifice arrangements;

- (iii) salary sacrifice arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
 - (iv) 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 salary sacrifice arrangements.
- (e) For the purposes of this clause **eligible employees** means full-time, part-time and long-term casual employees as defined in the Act.
- (f) Authorised industrial officers (see clause 31) will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary packaging or salary sacrifice arrangements.

13. Allowances

13.1 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 \$13.77 per flight.

13.2 Clinical allowances for Station Officers

- (a) Station Officers in possession of Advanced Care Paramedic (ACP) qualifications are entitled to an ACP clinical allowance of \$58.00 per fortnight 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 of \$324.00 per fortnight 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) For clause 13.2 to apply, the Station Officer must be required during duty to undertake clinical duties on a regular basis and must continue to hold the relevant qualification, including the appropriate maintenance and development of the relevant skills/Authority of Practice.

13.3 Community education allowance

- (a) A Paramedic or Station Officer engaged in community education outside normal rostered hours shall be paid \$54.30 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. 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 shall be paid \$16.30 for each 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 or on emergency availability duty shall not be engaged in community education instruction.

13.4 Laundry allowance

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

13.5 Lecture allowance

An employee required to deliver a lecture on first aid practice, other than to members of staff, shall be paid \$13.33 per lecture.

13.6 Locality allowances

Employees who are employed in stations west of a line drawn on 146 degrees longitude starting with the Queensland/New South Wales border to intersection with 22 degrees latitude then West to intersection with 144 degrees longitude and North to the border, shall be entitled to the locality allowances as prescribed in Schedule 3.

13.7 Meal allowances

- (a) Where an employee is undertaking relieving duty which requires the employee to be absent overnight from their place of residence, the employer is to provide the employee with suitable meals or pay the employee a meal allowance of \$13.65 for each meal provided by the employee.
- (b) Meal allowances during an employee's attendance at a course of instruction conducted by the Queensland Ambulance Service Education Centre shall be \$13.65 for each meal.

13.8 Motor vehicle allowance

- (a) Where QAS requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.80 per kilometre; and
 - (ii) motorcycle - \$0.27 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

13.9 Overtime meal allowances

- (a) Where an employee is required to work overtime in excess of one hour after their normal ceasing time, if this be 1700 or later on a day or afternoon shift, or 0700 or later on night shift, the employee shall be entitled to a meal allowance of \$13.65.
- (b) Where an employee is required to work overtime in excess of 2 hours after the normal ceasing time, if this be prior to 1700 on a day shift, the employee shall be entitled to a meal allowance of \$13.65.

13.10 Station Officer loading

A Station Officer who is employed to be the Officer-In-Charge of a station specified from time to time by the Commissioner and agreed in writing between the QAS and the union may elect to be paid a 20% loading, in addition to the appropriate wage prescribed in clause 12.2(b), in lieu of receiving on call and overtime payments for either the first four call-outs or eight hours overtime in a fortnight. Such loading shall be deemed to compensate the Station Officer for any absence of limitation upon ordinary working hours on five days of the week.

13.11 Wet allowance

Where an employee is detailed to perform duty in wet weather at a sporting fixture at a place where no shelter is provided, the employee shall be paid an additional \$1.14 per hour or part thereof for all time whilst so engaged at such place.

13.12 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.4 (laundry allowance), 13.7 (meal allowances), 13.8 (motor vehicle allowance) and 13.9 (overtime meal allowances), respectively, all other monetary allowances specified in clause 13, except for clause 13.6 (locality allowances), shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.4 (laundry allowance), 13.7 (meal allowances), 13.8 (motor vehicle allowance), 13.9 (overtime meal allowances), 16.2(b) (lost meal allowance), and clause 27.1(m) (stocking allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Laundry and Stocking allowances <i>(last adjusted 1 September 2014)</i>	Clothing and footwear group
Meal allowance <i>(last adjusted 1 September 2019)</i>	Take-away and fast foods sub-group
Motor vehicle allowance <i>(last adjusted 1 September 2019)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2019)</i>	Take-away and fast foods sub-group

14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.
- (c) For the purpose of clause 14 ordinary time earnings for Station Officers who work unlimited hours on five days of the week shall include the loading provided for in clause 13.10.

PART 5 - Hours of Work and Related Matters

15. Hours of duty

15.1 Ordinary hours of duty

- (a) The ordinary hours of duty of employees covered by this Award shall not exceed an average of 38 hours per week.
- (b)
 - (i) All employees shall be entitled to rostered days off at the ratio of at least two rostered days off for every five days worked.
 - (ii) For the purpose of clause 15.1(b)(i), a **day** shall mean the period from midnight to midnight. These rostered 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 15.1(b)(i).
- (c) The method of working the 38 hour week shall be as agreed from time to time between QAS and the union.
- (d) In the event QAS proposes a change to the way the 38 hour week is worked and the parties cannot agree, the matter shall be progressed in accordance with clause 7.1.

15.2 Shift work arrangements

- (a) Subject to clause 15.2(b), shift work shall be worked in accordance with a roster, or rosters, agreed upon between QAS and the union. A copy of this roster/s shall be posted up in a conspicuous place accessible to employees in each work location.
- (b)
 - (i) In emergency circumstances, QAS may, subject to clause 18, require employees to temporarily work additional and/or altered shifts.
 - (ii) Any such alteration may by mutual agreement between QAS and the union be made to operate for such period as they may determine.
- (c) In the event QAS proposes a change to the way rosters are worked and the parties cannot agree, the matter shall be progressed in accordance with clause 7.1.

15.3 Payment for working ordinary hours

- (a) An employee appointed to or relieving in a Managerial Scale position is not to be regarded as a shift worker and, as such, is not entitled to remuneration for shift allowances or weekend penalties.
- (b) Subject to clause 15.3(d), an employee who works an afternoon shift shall be paid an additional 12.5% of the ordinary base hourly rate for each hour of the shift.

- (c) Subject to clause 15.3(d), an employee who works a night shift shall be paid an additional 15% of the ordinary base hourly rate for each hour of the shift.
- (d) The shift allowances prescribed in clauses 15.3(b) and (c) shall not be paid for that part of any shift which attracts penalty rates (e.g. 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.
- (e) Subject to clause 15.3(f), all ordinary time worked on a weekend or a public holiday shall be paid for as follows:
 - (i) between 0000 and 2400 on a Saturday - time and one-half;
 - (ii) between 0000 and 2400 on a Sunday - double time; and
 - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.
- (f) In the case of casual employees, the casual loading prescribed in clause 8.3(b) is not payable in respect of any work performed on a Saturday, Sunday or a public holiday.

15.4 Mutual change of rostered shifts and annual leave

A relevant manager may, upon the application of any employees, approve a mutual change of rostered shifts or the taking of annual leave as may be agreed between such employees.

16. Meal breaks

16.1 Managerial Scale employees

Managerial Scale employees are entitled to not less than 45 minutes for an unpaid meal break between the fourth and the sixth hours of duty.

16.2 All other employees

- (a) All other employees shall be entitled to a break of not less than 30 minutes duration for a meal during each shift to be taken at such time as will not interfere with the continuity of work and, where practicable, to commence not earlier than after 4 hours' work and to be completed not later than before the completion of 6 hours' work. No deduction of pay shall be made for 30 minutes of such a break.
- (b) Where an employee has commenced their meal break and is called on to attend a case or cases before completing their break, or where an employee completes a shift without having had such a break, the employee shall be paid an allowance of \$15.15.
- (c) Notwithstanding the provisions of clauses 16.2(a) and (b), the union may consent in writing to such other arrangements in respect of breaks for a meal or crib as may be mutually agreed between the union and QAS.

17. Rest pauses

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

18. Overtime

18.1 Overtime

- (a) An employee appointed to or relieving in a Managerial Scale position is not entitled to remuneration for overtime. However such employee is entitled to access time off in lieu of overtime.
- (b) All time worked by an employee, other than a continuous shift worker, outside of their rostered hours of duty on a Monday to Friday, inclusive, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) All overtime worked by an employee, other than a continuous shift worker, on a Saturday, Sunday or, if required by the employer, on an employee's rostered day off, shall be paid for at the rate of double time.
- (d) All time worked by a continuous shift worker outside of their rostered hours of duty Monday to Sunday, inclusive, shall be deemed to be overtime and shall be paid for at the rate of double time.
- (e) Where practicable, QAS shall give the employee concerned at least 24 hours' notice of the requirement to work on a rostered day off.
- (f) Where an employee is recalled to duty after having ceased work and having left the employer's premises, the employee shall be paid as for a minimum of 2 hours' work at the appropriate overtime rate.

18.2 Fatigue break

- (a) Subject to clauses 18.2(d) and (e), QAS shall ensure that all employees will be given an uninterrupted break from duty of at least 8 consecutive hours between:
 - (i) the cessation of a rostered shift and the commencement of the following rostered shift; and
 - (ii) the completion of duty and the commencement of the following rostered shift if an employee is required to undertake out of hours duty between the hours of 1700 and 0500, in which case the 8 hour break shall commence upon the completion of such duty.
- (b) Where an employee has not had an uninterrupted 8 hour break in either of the circumstances mentioned in clause 18.2(a), the employee shall not be required to commence duty until such time as an uninterrupted break of 8 hours has occurred. Such absence between the scheduled commencement time of the rostered shift and the actual commencement of duty shall be paid as if duty commenced at the rostered starting time.
- (c) If, on the instructions of the employer, an employee resumes or continues work without having had 8 consecutive hours off duty, the employee shall be paid at the rate of double time until released from duty and shall be entitled to be absent for 8 consecutive hours off duty without loss of pay for ordinary working time that occurs during such absence.
- (d) The foregoing provisions need not apply where an employee requests a change of rostered shift.
- (e) At all times, in applying the provisions of clause 18.2(c), the employer shall pay cognisance to the health and safety of employees and the responsibility to the public to provide the best possible quality patient care.

18.3 Emergency availability, on call and continuous stand-by

- (a) The provisions of clause 18.3 do not apply to an employee appointed to or relieving in a Managerial Scale position.
- (b) An employee is said to be placed on **emergency availability** when the employee is instructed during normal working hours that they may be required to perform overtime work in relation to emergency situations which may occur within a specific period outside normal rostered hours. Such an instruction requires an employee to be contactable by telephone during the time of emergency availability and, during that period, to be available to immediately return to work.
- (c) An employee placed on emergency availability or on call shall be paid at the rate of 1.25% of the fortnightly wage for every continuous period up to a maximum of 16 hours that the employee performs such duty.
- (d) Notwithstanding the provisions of clauses 18.3(b) and (c), no employee shall be on emergency availability or on call within 2 hours of commencing their next period of normal rostered duty.
- (e) An employee is said to be placed on **continuous stand-by** when the employee is required to be contactable by telephone and during such stand-by is required to answer incoming telephone calls such as are normally received at the station and is in readiness for immediate return to duty.
- (f) An employee shall only be placed on continuous stand-by during absences of the Station Officer on days off, sick leave, or any other leave, for a period not exceeding two weeks.
- (g) An employee on continuous stand-by shall be paid 10% of the appropriate fortnightly rate as prescribed by clause 12.2 for every continuous period, up to a maximum of 16 hours, that such stand-by is performed.
- (h) An employee not on continuous stand-by pursuant to clauses 18.3(e) to 18.3(g), inclusive, who is required to answer incoming telephone calls such as are received at the station shall be deemed to be working and shall be paid at the appropriate overtime rate.
- (i) With the agreement of an employee and the union, continuous stand-by may be performed at a station at no extra cost to QAS.
- (j) An employee placed on emergency availability, on call or continuous stand-by pursuant to clause 18.3 shall, if called out to perform work, be paid for the time so worked at the appropriate overtime rate prescribed in clause 18.1, calculated from the time the employee leaves home to the time the employee returns home, with a minimum payment as for 2 hours' work.
- (k) An employee placed on emergency availability, on call or continuous stand-by on rostered days off shall be deemed to be working and shall be paid for all the time that the employee is placed on such duty at the rate of double time.
- (l) No employee shall be placed on emergency availability, on call and/or continuous stand-by for more than 10 days in any continuous two week period.

18.4 Preference in special duties

- (a) Preference in special duties shall be offered in the first instance, on a fair and equitable basis, to employees who are rostered to perform on-road duty.
- (b) An employee who may be called upon to perform special duty shall have a minimum 6 hour rest period after ceasing work on any day or shift before commencing special duty.

PART 6 - Leave of Absence and Public Holidays

19. Annual leave

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.2 supplement the QES.

19.1 Amount of leave

- (a) All shift workers working a shift roster that spans seven days a week and who are required to work on public holidays, shall, after completing each year of employment, be entitled to six weeks and two days of annual leave on full pay. Of this leave, one week and two days shall be in lieu of extra payment for work done on public holidays as prescribed in clause 23.3.
- (b) All other employees shall be entitled to five weeks of annual leave on full pay after completing each year of employment.
- (c) Annual leave shall be exclusive of Labour Day if such public holiday occurs during a period of annual leave.
- (d) The annual leave prescribed in clauses 19.1(a) and (b) 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.

19.2 Payment for annual leave

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
 - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
 - (ii) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
 - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
 - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.
- (c) Clauses 19.2(a)(ii) and 19.2(b)(ii) shall not apply to any period or periods of annual leave exceeding:
 - (i) five weeks per annum in the case of shift workers; or
 - (ii) four weeks per annum in all other cases.

20. Personal leave

- (a) Personal leave is provided for in Division 6 of the QES and covers:

- (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and
 - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) Clauses 20(e) to 20(h) supplement the QES provisions for employees other than Managerial Scale employees.
- (e) All full-time employees shall be entitled to 96 hours' sick leave per annum, accumulating at the rate of 12 hours for each completed five weeks of service.
- (f) Subject to clause 20(h), the continuity of service for the purposes of calculating sick leave accumulation shall be deemed not to have been broken by any unpaid absence from employment of less than three months duration. Such unpaid absence shall not be taken into account in calculating the period of completed employment for which an employee's sick leave entitlement is to accumulate.
- (g) An employee who becomes ill during a period of annual leave shall, upon the production of a certificate from a qualified medical practitioner covering the period of such illness, be entitled to sick leave in lieu of annual leave for any period of three consecutive days or more and the employee's annual leave entitlement shall be re-credited accordingly.
- (h) (i) An employee who is incapacitated for work on account of injury or illness while on duty or in the discharge of any duty incidental to such employee's work as an ambulance officer entitling the employee to compensation under the *Workers' Compensation and Rehabilitation Act 2003*, shall be entitled to leave of absence and during such absence shall receive their ordinary salary for a period of up to 52 weeks.
- (ii) If during the 52 week period the workers' compensation payment is less than the employee's ordinary salary, QAS will pay the difference between such payment and the employee's ordinary salary.
- (iii) The employee's period of leave of absence and any payments made to them in accordance with clause 20(h)(i) and (ii) shall not be debited against any sick leave accumulation.

21. Parental leave

- (a) Parental leave is provided for in Division 8 of the QES and covers:
- (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.

- (c) (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
 - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
- (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
- (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or
 - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or
 - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i) (i) An employee who is the parent of a child may apply, at any time, to the employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
- (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with

respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).

- (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.6 supplement the QES provisions for all employees other than Managerial Scale employees.

23.1 Payment for public holidays - day workers and shift workers not in receipt of an additional one week and two days of annual leave

- (a) A day worker or a shift worker (other than a casual) not in receipt of an additional one week and two days of annual leave and working Monday to Friday who would normally have worked on a day which is a public holiday and who is not required to work on that day shall be paid for the ordinary hours the employee would normally have worked if the day had not been a public holiday.
- (b) A shift worker (other than a casual) who is not in receipt of an additional one week and two days of annual leave and who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
 - (i) either payment for each public holiday or a substituted day's leave.
 - (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- (c) For the purpose of clause 23.1(b) **payment for the public holiday and a substituted day's leave** means:
 - (i) for full-time employees: 7.6 hours at ordinary rates; and
 - (ii) for part-time employees: the number of ordinary hours normally worked on the same day of the week on which the holiday falls.

- (d) Nothing in clause 23.1 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

23.2 Payment for work on a public holiday - day workers and shift workers not in receipt of an additional one week and two days of annual leave

- (a) All work performed by a day worker or a shift worker not in receipt of an additional one week and two days of annual leave on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Sunday
- Easter Monday;
- 25 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,

shall be paid for at the rate of double time and one-half with a minimum payment as for 4 hours' work.

(b) **Show Day**

- (i) Subject to clause 23.2(b)(ii), all work performed by a day worker or a shift worker not in receipt of an additional one week and two days of annual leave on a day appointed under the *Holidays Act 1983* as a holiday in relation to an annual agricultural, horticultural or industrial show, as specified by the relevant Minister by notification published in the Queensland Government Gazette, is to be paid for at a rate of double time and one-half, with a minimum payment as for 4 hours' work.
- (ii) Nothing in clause 23.2(b)(i) is to be construed to confer on an employee an entitlement to be paid for work performed on a Show Day on more than one occasion in each calendar year.

23.3 Payment for work on a public holiday - shift workers in receipt of an additional one week and two days of annual leave

- (a) All work performed by a shift worker in receipt of an additional one week and two days of annual leave on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 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,

shall be paid for at the rate of time and one-half with a minimum payment as for 4 hours' work.

(b) **Show Day**

- (i) Subject to clause 23.3(b)(ii), all work performed by a shift worker in receipt of an additional one week and two days of annual leave on a day appointed under the *Holidays Act 1983* as a holiday in relation to an annual agricultural, horticultural or industrial show, as specified by the relevant Minister by notification published in the Queensland Government Gazette, is to be paid for at a rate of time and one-half, with a minimum payment as for 4 hours' work.
- (ii) Nothing in clause 23.3(b)(i) is to be construed to confer on an employee an entitlement to be paid for work performed on a Show Day on more than one occasion in each calendar year.

(c) **Easter Sunday**

All work performed by a shift worker in receipt of an additional one week and two days of annual leave on Easter Sunday is to be paid for a rate of double time and a half with a minimum payment as for 4 hours' work".

23.4 Labour Day

- (a) All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day.
- (b) If an employee actually works on Labour Day they shall be paid a full day's wage for that day and, in addition, payment for the time actually worked at one and one-half times their ordinary rate of pay with a minimum payment as for 4 hours' work.
- (c) If Labour Day occurs on an employee's rostered day off, one day shall be added to the employee's annual leave entitlement.

23.5 Christmas Day

Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate for work performed on a Saturday or Sunday, as the case may be, plus a loading of 50% of the ordinary hourly rate.

23.6 Work performed outside normal working hours on a public holiday

All time worked by an employee on a public holiday outside the period between their ordinary starting and finishing times for that day is to be paid for at double the overtime rate prescribed for that day of the week in clause 18.1.

24. Jury service

Jury service is provided for in Division 12 of the QES. Clauses 24(a) and (b) supplement the QES.

- (a) By agreement, all fees (other than meal allowance) received by an employee to attend jury service may be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee is absent on jury service.
- (b) **Ordinary pay** means the rate of pay that the employee would normally expect to receive for working ordinary hours on an ordinary day of the week, but excludes overtime and 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 and other ancillary payments of a like nature.

Note: Where a directive about court attendance or jury service covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

PART 7 - Transfers, Travelling and Working Away from Usual Place of Work

25. Transfers, travelling and relieving expenses

An employee who is required to:

- (a) travel on official duty; or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) to perform special duty,

is to be provided, where necessary as determined by the Commissioner, with reasonable transport and accommodation and reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

PART 8 - Training, Learning and Related Development

26. Training, learning and development

- (a) The parties to this Award recognise that in order to increase efficiency, productivity and competitiveness of QAS, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation, the parties shall develop a training program consistent with:
 - (i) the current and future skills needs of QAS;
 - (ii) the size, structure and nature of the operations of QAS; and
 - (iii) the need to develop vocational skills relevant to QAS through both industry courses and courses conducted by accredited educational institutions and providers.

PART 9 - Occupational Health and Safety Matters, Equipment, Tools and Amenities

27. Equipment, tools and amenities

27.1 Uniforms

- (a) Other than Managerial Scale employees, every male employee, upon appointment to QAS, shall be issued with the following:

- one cap
 - two pairs of navy blue trousers
 - six white shirts
 - one black tie
 - five pairs of black socks
 - two pairs of black shoes or one pair of black shoes and one pair of black boots
 - one raincoat
 - one navy blue parka
 - one navy blue cardigan or one navy blue sleeveless pullover.
- (b) (i) Other than Managerial Scale employees, every female employee, upon appointment to QAS, shall be issued with the following:
- up to two pairs of navy blue trousers and/or up to two pairs of navy blue culottes and/or up to two pairs of long navy blue shorts, provided that the officer receives a total of four of the above-mentioned items
 - six white shirts (short and long sleeves)
 - five pairs black socks
 - two pairs of black shoes or one pair of black shoes and one pair of black boots
 - one raincoat
 - one navy blue parka
 - one navy blue cardigan or one navy blue sleeveless pullover.
- (ii) All uniform items issued to female employees shall be of a style designed for females.
- (c) Where shorts are worn, two pairs of navy blue shorts and five pairs of white socks shall be issued.
- (d) Where requested by an employee, one dustcoat shall also be issued.
- (e) (i) If an employee is required to wet-clean vehicles, buildings or equipment, such employee shall be supplied with one pair of overalls and one pair of gumboots or galoshes.
- (ii) Where overalls are issued to female employees they shall be of a style designed for females.
- (f) Where requested by an employee, a broad brimmed hat shall be issued to an employee who is required to perform duties outdoors.
- (g) One tunic shall be issued to employees who are directed by QAS to carry out public relations work.
- (h) In locations of extreme cold, and at the discretion of QAS, one overcoat will be issued to employees.
- (i) In the second and subsequent years of employment, employees shall be issued with four white shirts.
- (j) Each employee shall be issued with a parka each year until the employee has two parkas. Each parka will be replaced as required on the return of a parka previously issued.
- (k) (i) Subject to clause 27.1(k)(ii), all other items of uniform will be replaced as required upon the employee returning a similar item (or, where applicable, a pair) previously issued:
- (ii) Where an employee so requests, one pair of shoes or boots and two pairs of trousers and two pairs of shorts or one pair of trousers and one pair of shorts shall be issued every 12 months upon the return of a previous issue.

- (l) Female employees who are pregnant may request to be issued with two navy blue smocks, or two pairs of navy blue trousers, or one smock and one pair of trousers and four white shirts, with such articles to be suitable for use as maternity wear.
- (m) In addition to the uniform issue prescribed above for female employees, an allowance of \$3.24 per week shall be paid where stockings or pantyhose are worn with culottes or maternity smocks.
- (n) Any item of uniform which is damaged through no fault of the employee during the employee's hours of duty shall be replaced or repaired as soon as possible. Such replacement or repair shall be free of cost to the employee and shall not affect any annual entitlement to items or uniform pursuant to clause 27.1.
- (o) All uniforms and other items issued to an employee in accordance with the provisions of clause 27.1 remain the property of QAS and are provided for use by employees only whilst under service and on duty. As such, they are liable to be called in at any time and must be forthwith returned on an employee leaving the employment of QAS.
- (p) A record shall be kept by QAS of all uniform issues, with such record to be signed by the employee when an issue is received by them.

27.2 Staff amenities

- (a) Each QAS Station shall include staff amenities that meet the minimum requirements of the *Work Health and Safety Regulation 2011* as amended or replaced from time to time.
- (b) An adequate supply of hot water shall be available to enable an employee to shower for the purposes of disinfection after the handling of infectious or contagious cases.
- (c) Sufficient and necessary sleeping accommodation and bed linen, including blankets, shall be supplied and laundered by QAS at each station.

PART 10 - Union Related Matters

28. Union encouragement

- (a) The parties 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.

29. Union delegates

- (a) QAS acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist 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 that service delivery is not disrupted and work requirements are not unduly affected.

- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

30. 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, approved by the employer, to attend industrial relations education sessions.
- (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 employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the employer, the union and the employee.
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) 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 work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their union.

31. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence;
and

- (B) produces their authorisation, if required by the employer or the employer's representative.
 - (ii) Clause 31(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
 - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
 - (iv) If the authorised industrial officer does not comply with a condition of clause 31(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
 - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
 - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
 - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) 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:
- (i) matters under the Act during working or non-working time; and
 - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
 - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 31 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

Schedule 1 - Generic Level Statements

Section 1: Progression and maintenance arrangements - general

- (a) Except where otherwise provided in this Award, appointment or promotion to a classification will be to pay point one of the relevant level.
- (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) Unless otherwise specified, movement within a classification will be based on the progression arrangements outlined below. Movement to another classification will be by appointment based on merit.
- (d) The progression tables set out below 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 being 1428 hours for each 12 months' service or 741 hours for each 6 months' service, whichever is the greater.
- (e) Progression to a higher pay point (where relevant) will not be applicable until all the progression criteria have been met and approved, including performance objectives.
- (f) The educational requirements specified within the progression tables are those that apply at 1 July 2010. Educational requirements may change during the life of the Award at the discretion and determination of the QAS Commissioner.
- (g) Where QAS identifies that a component of a QAS education, training or developmental course is required for progression, that component should be made available by QAS.
- (h) The timing of an employee's access to training will be dependent upon the demonstrated ability at an employee's current level.
- (i) If an employee meets all other requirements for progression and the opportunity to undertake the relevant and required educational component has not been provided by QAS, the employee 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 within each classification level. At each level, an employee is 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.

Schedule 1 - Section 2: Communications staff

- (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 6 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 Communications Centre Supervisor 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.

Communications Officer	
Pay Point	Requirements
pay point 1	<p>Employees at this pay point are undertaking initial training and 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"> • achievement of required selection assessments, and • successful completion of initial training program, and • successful completion of Certificate III in Ambulance Communications (Call Taking) or equivalent and Certificate IV in Ambulance Communications (Dispatch) or equivalent, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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 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"> • at least 12 months at pay point 1, and • 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 • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

<p>pay point 3</p>	<p>QAS reserves the right to restrict the number of Communications Officer - Call Taker/Dispatch positions based on operational and service delivery need. 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 and 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><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"> • where applicable, the availability of a Communications Officer - Call Taker/Dispatch position; and • achievement of required selection assessments, and • at least 6 months at pay point 2, and • possession of Certificate IV in Ambulance Communications (Dispatch) or equivalent, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
<p>pay point 4</p>	<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 are expected to actively contribute to developing and improving the quality of service delivery, and the continuing development of Communications Rooms. Employees have demonstrated the ability and will supervise less skilled employees and should be developing a higher level knowledge and understanding of CAD and associated systems.</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"> • at least 12 months at pay point 3, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
<p>pay point 5</p>	<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 must demonstrate operational knowledge of CAD systems and other information systems and to actively assist team leaders to develop less skilled employees.</p> <p><i>For progression from pay point 4 to pay point 5 and maintenance of this level, in addition to the requirements of pay point 4:</i></p> <ul style="list-style-type: none"> • at least 12 months at pay point 4, and • successful completion of supervisors' course or equivalent, and • 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 • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

Communications Centre Supervisor/Team Leader	
Pay Point	Requirements
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"> • achievement of required selection assessments, and • enrolment in Certificate IV in Ambulance Communications and completion within appropriate timeframes, and • possession of supervisors' course or equivalent, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> • at least 12 months at pay point 1, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
pay point 3	<p>This pay point is only available to positions in the Southport Operations Centre, Maroochydore Operations Centre and Brisbane Operations Centre.</p> <p>Employees at this level have met the requirements at Team Leader 2 and will be effective middle managers. Employees are expected to actively contribute to developing and improving the quality of service delivery, and the continuing development of Communications Rooms.</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"> • at least 12 months at pay point 2, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
pay point 4	<p>This pay point is only available to positions in the Brisbane Operations Centre.</p> <p>Employees must have demonstrated competency in all facets of Communications Rooms activity, operational resource knowledge and higher level knowledge of medical terminology.</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"> • at least 12 months at pay point 3, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

Schedule 1 - Section 3: Operational staff

S1.3.1 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) All Patient Transport Officers must attain the Certificate III in Non-Emergency Patient Transport or equivalent (as determined by the QAS Commissioner).
- (c) 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.
- (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) QAS retains the right to determine the number and location of Patient Transport Paramedic positions.

Patient Transport Officer/Patient Transport Paramedic	
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"> • achievement of required selection assessments, and • successful completion of initial training program, and • commencement of Certificate III in Non-Emergency Patient Transport or equivalent, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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 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"> • at least 6 months at pay point 1, and • possession of Certificate III in Non-Emergency Patient Transport or equivalent, and • maintenance and development of skills/Certificate of Practice, and

	<ul style="list-style-type: none"> • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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 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"> • possession of appropriate paramedic qualifications of at least an Associate Diploma of Applied Science (Ambulance), Diploma of Applied Science (Ambulance) or equivalent qualifications, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

S1.3.2 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 must possess the old qualification of Certificate III in Health Science (Emergency Care and Transport) for pay point 1 only or must be undertaking the Certificate IV in Basic Emergency Care.
- (c) A Certificate IV Officer must possess the Certificate IV in Basic Emergency Care at the Paramedic P1 skill level.

Ambulance Attendant/Certificate IV Officer	
Pay Point	Requirements
Ambulance Attendant	<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 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"> • achievement of required selection assessments, and • 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 • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
Certificate IV Officer	<p>Employees at this level are qualified Certificate IV Officers who undertake the function independently and will be seeking to enhance their knowledge and skills. Employees use their clinical and/or operational knowledge to provide a high</p>

	<p>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"> • at least 6 months at pay point 1, and • possession of Certificate III in Non-Emergency Patient Transport or equivalent, and • maintenance and development of skills/Certificate of Practice, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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S1.3.3 Paramedic student

- (a) A **Paramedic student** means an employee enrolled in a course of training to become qualified as a 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 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.

Paramedic student	
Pay Point	Requirements
pay point 1	<p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> • achievement of required selection assessments, and • successful completion of initial training program, and • commencement of Diploma of Paramedical Science (Ambulance) or equivalent, and • maintenance and development of identified skills, as determined by the QAS Commissioner, and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> • upon successful completion of Semester 1 of the Diploma of Paramedical Science (Ambulance) or equivalent, and* • maintenance and development of identified skills, as determined by the QAS Commissioner, and

	<ul style="list-style-type: none"> successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> upon successful completion of Semester 2 of the Diploma of Paramedical Science (Ambulance) or equivalent, and* maintenance and development of identified skills, as determined by the QAS Commissioner, and successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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 2:</i></p> <ul style="list-style-type: none"> upon successful completion of Semesters 3 and 4 of the Diploma of Paramedical Science (Ambulance) or equivalent, and* maintenance and development of identified skills, as determined by the QAS Commissioner, and successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
<p>* The identified semester completion requirements for progression to each level is based on the Diploma of Paramedical Science (Ambulance) as at 1 July 2010. The semester completion requirements for each pay point may be altered by the QAS Commissioner where required</p>	

S1.3.4 Paramedic

- (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 at 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 role, 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) 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 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, all employees will be required to maintain the skill, currency and Authority 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 the Paramedic levels at clauses S1.3.4(b), (c), (g) and (h) are qualified paramedics who undertake the function independently. Employees at this level will be seeking to enhance their knowledge and skills and will supervise less skilled employees.
- (k) QAS retains the right to determine the number and location of Intensive Care Paramedic positions.
- (l) Employees at the Paramedic levels at clauses S1.3.4(b), (c), (g) and (h) 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.

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

Paramedic - Advanced Skills	
Pay Point	Requirements
pay point 1	<p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> • achievement of required selection assessments; and • 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); • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> • achievement of required selection assessments; and • 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); • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

Advanced Care Paramedic	
Pay Point	Requirements
pay point 1	<p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> • achievement of required selection assessments; and • 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 • maintenance and development of skills/Certificate of Practice • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> • at least 3 years of recognised service as a qualified Advanced Care Paramedic; and • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> • at least 6 years of recognised service as a qualified Advanced Care Paramedic; and • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

Intensive Care Paramedic	
Pay Point	Requirements
pay point 1	<p><i>For appointment at and maintenance of this level:</i></p> <ul style="list-style-type: none"> • achievement of required selection assessments, including 5 years' experience as a Paramedic; and • 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); • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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"> • at least 3 years of recognised service as a qualified Intensive Care Paramedic at pay point 1; and • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.

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"> • at least 6 years of recognised service as a qualified Intensive Care Paramedic; and • maintenance and development of skills/Certificate of Practice; and • successful performance, including work performance and conduct, approved by the appropriate supervisor or their delegate.
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S1.3.5 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 set out below. Movement between Station Officer levels will be upon merit.
- (b) All Station Officers will be appointed to pay point 1 of the relevant level.
- (c) All Station Officers are to complete the Management Continuing Education Program (MCEP) within 12 months of commencement of service as an OIC and maintain the qualification. In the event the qualification is not maintained the employee will be reverted to their appropriate Operational level.
- (d) A Station Officer who is 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 6 months of it being made available by 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 clause S1.3.4 - Paramedic, above. Station Officers who possess and maintain the required Advanced Care or Intensive Care skills, and who 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 13.2.
- (f) 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.

Schedule 1 - Section 4: Managerial scale staff

- (a) Employees will be appointed on merit to a level within the QAS Managerial scale.
- (b) Subject to clause S1.4(c), employees will commence from the first pay point of the relevant level.
- (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.

Schedule 2 - Supported Wage System

S2.1 This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

S2.2 Definitions - In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

supported wage system (sws) means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

sws wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

S2.3 Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

S2.4 Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$87 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

S2.5 Assessment of capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

S2.6 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

S2.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

S2.8 Workplace adjustment

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

S2.9 Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

Schedule 3 - Locality Allowance - Locations and Rates

Station	Centre	Allowance Per Fortnight \$
Aramac Ambulance Station	Aramac	125.30
Bamaga Ambulance Station	Bamaga	312.30
Barcaldine Ambulance Location	Barcaldine	109.70
Bedourie Ambulance Location	Bedourie	276.10
Birdsville Ambulance Location	Birdsville	294.10
Blackall Ambulance Station	Blackall	102.50
Boulia Ambulance Location	Boulia	196.10
Burketown Ambulance Location	Burketown	227.10
Camooweal Ambulance Location	Camooweal	169.10
Cloncurry Ambulance Station	Cloncurry	115.20
Coen Ambulance Location	Coen	254.40
Croydon Ambulance Location	Croydon	258.00
Cunnamulla Ambulance Station	Cunnamulla	109.70
Dajarra Ambulance Location	Dajarra	159.80
Doomadgee Ambulance Location	Doomadgee	250.00
Georgetown Ambulance Location	Georgetown	148.90
Horn Island Ambulance Location	Horn Island	271.30
Isisford Ambulance Location	Isisford	134.90
Julia Creek Ambulance Station	Julia Creek	144.70
Jundah Ambulance Location	Jundah	188.30
Karumba Ambulance Location	Karumba	263.10
Kowanyama Ambulance Location	Kowanyama	326.80
Longreach Ambulance Station	Longreach	108.00
Mornington Island Ambulance Location	Mornington Island	334.00
Mt Isa Ambulance Location	Parkside, Mt Isa	86.80
Muttaburra Ambulance Location	Muttaburra	135.40
Normanton Ambulance Station	Normanton	245.70
Quilpie Ambulance Location	Quilpie	108.50
Richmond Ambulance Location	Richmond	159.20
Thargomindah Ambulance Location	Thargomindah	188.20
Thursday Island Ambulance Station	Thursday Island	271.30
Weipa Ambulance Station	Weipa	184.50
Windorah Ambulance Location	Windorah	197.10
Winton Ambulance Station	Winton	143.50

Schedule 4 - Directives Which Apply to Employees Covered by this Award

Directives which apply by the operation of Schedule 3 of the *Public Service Regulation 2008*

- Court attendance and jury service
- Early retirement, redundancy and retrenchment
- Paid parental leave

By the Commission,
[L.S.] M. SHELLEY,
Industrial Registrar.