

Ambulance and Patient Transport Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 September 2019 ([PR712212](#)).

Clause(s) affected by the most recent variation(s):

31—Public holidays

Schedule C—Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/65](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/301](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#)

Table of Contents

[Varied by [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR582960](#), [PR609427](#), [PR610264](#), [PR701501](#)]

Part 1— Application and Operation.....	3
1. Title	3
2. Commencement and transitional	3
3. Definitions and interpretation.....	4
4. Coverage.....	5
5. Access to the award and the National Employment Standards	6
6. The National Employment Standards and this award	6
7. Individual flexibility arrangements	6
Part 2— Consultation and Dispute Resolution.....	8
8. Consultation about major workplace change	8
8A. Consultation about changes to rosters or hours of work	9
9. Dispute resolution.....	10
Part 3— Types of Employment and Termination of Employment.....	10
10. Types of employment.....	10
11. Termination of employment.....	14
12. Redundancy	15
Part 4— Minimum Wages and Related Matters	16
13. Classifications	16
14. Minimum weekly wages	17

Ambulance and Patient Transport Industry Award 2010

15.	Allowances.....	18
16.	District allowances.....	23
17.	Accident pay	23
18.	Payment of wages	23
19.	Superannuation	24
Part 5— Hours of Work and Related Matters		25
20.	Ordinary hours of work and rostering.....	25
21.	Rosters	26
22.	Saturday and Sunday work	27
23.	Breaks	27
24.	Overtime and penalty rates	28
25.	On call.....	29
26.	Recall	30
27.	Control call	30
28.	Stand-by	30
29.	Higher duties and secondment.....	30
29A.	Requests for flexible working arrangements	32
Part 6— Leave and Public Holidays		33
30.	Annual leave	33
31.	Public holidays.....	38
32.	Personal/carer’s leave and compassionate leave	39
33.	Community service leave.....	39
34.	Leave to deal with Family and Domestic Violence	39
Schedule A —Transitional Provisions.....		42
Schedule B —Classification Definitions		48
Schedule C —Part-day Public Holidays		52
Schedule D —Agreement to Take Annual Leave in Advance		54
Schedule E —Agreement to Cash Out Annual Leave		55

Part 1—Application and Operation

1. Title

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

2. Commencement and transitional

[Varied by [PR542218](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

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

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

[2.4 varied by [PR542218](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542218](#) ppc 04Dec13]

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

[2.6 varied by [PR542218](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

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

3. Definitions and interpretation

[Varied by [PR997772](#), [PR503711](#), [PR546085](#)]

3.1 In this award, unless the contrary intention appears:

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

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

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

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

[Definition of **default fund employee** inserted by [PR546085](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546085](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

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

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

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

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

employee means national system employee within the meaning of the Act

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

employer means national system employer within the meaning of the Act

Ambulance and Patient Transport Industry Award 2010

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR546085](#) ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **MySuper product** inserted by [PR546085](#) ppc 01Jan14]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

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

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

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

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

4. Coverage

4.1 This industry award covers employers throughout Australia in the ambulance and patient transport industry and their employees in the classifications listed in Schedule B—Classification Definitions to the exclusion of any other modern award.

4.2 The award does not cover an employee excluded from award coverage by the Act.

4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications

Ambulance and Patient Transport Industry Award 2010

covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.6 The award does not cover an employer bound by any of the following awards:

- (a) *Aged Care Award 2010*;
- (b) *Health Professionals and Support Services Award 2010*;
- (c) *Medical Practitioners Award 2010*;
- (d) *Nurses Award 2010*; or
- (e) *Social, Community, Home Care and Disability Services Industry Award 2010*.

4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Individual flexibility arrangements

[Varied by [PR542218](#); 7—Award flexibility renamed and substituted by [PR610264](#) ppc 01Nov18]

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

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

Ambulance and Patient Transport Industry Award 2010

- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
 - (b)** if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
 - (b)** identify the award term, or award terms, the application of which is to be varied; and
 - (c)** set out how the application of the award term, or each award term, is varied; and
 - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e)** state the date the agreement is to start.
- 7.7** An agreement must be:
- (a)** in writing; and
 - (b)** signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee; or

- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

- 7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610264](#) ppc 01Nov18]

- 8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 8.2 For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.

Ambulance and Patient Transport Industry Award 2010

- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:
significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610264](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR542218](#); substituted by [PR610264](#) ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

9.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.

9.8 While procedures are being followed under clause 9 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR700540](#)]

10.1 Employment categories

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

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

10.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.

10.3 Full-time employment

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

10.4 Part-time employment

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

10.5 Casual employment

- (a) A casual employee is an employee who is engaged and paid as such but will not include a part-time or full-time employee.

Ambulance and Patient Transport Industry Award 2010

- (b) On each occasion a casual employee is required to attend work the employee will be paid for a minimum of three hours' work, except by agreement between the employer and the employee.
- (c) A casual employee will be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage prescribed in clause 14—Minimum weekly wages for the relevant classification level, plus:
 - (i) 25% for all work on weekdays;
 - (ii) 75% for all work on Saturdays and Sundays; and
 - (iii) 100% for all work on public holidays.
- (d) The casual loadings in clause 10.5(c) are paid instead of any weekend or public holiday penalty rate that would otherwise apply under this award.
- (e) Casual employees are not entitled to accumulated days off (ADOs), paid personal leave/carer's leave and compassionate leave, parental leave (except for an eligible casual), annual leave, public holidays, notice of termination or redundancy pay.

10.6 Right to request casual conversion

[10.6 inserted by PR700540 ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:

Ambulance and Patient Transport Industry Award 2010

- (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b)
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.4(b)
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p)

11. Termination of employment

[11 substituted by [PR610264](#) ppc 01Nov18]

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

11.1 Notice of termination by an employee

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

Table 1—Period of notice

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).

- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3** The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR503711](#), [PR561478](#); substituted by [PR706898](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

Part 4—Minimum Wages and Related Matters

13. Classifications

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

14. Minimum weekly wages

[Varied by [PR997977](#), [PR998120](#), [PR509129](#), [PR522960](#), [PR536763](#), [PR551686](#), [PR566778](#), [PR579885](#), [PR592199](#), [PR606424](#), [PR707515](#)]

14.1 Operational classifications

[14.1 varied by [PR997977](#), [PR509129](#), [PR522960](#), [PR536763](#), [PR551686](#), [PR566778](#), [PR579885](#), [PR592199](#), [PR606424](#), [PR707515](#) ppc 01Jul19]

	Year 1 \$	Year 2 \$	Year 3 \$
Senior Station Officer	1199.80	1207.50	1213.10
Station Officer/Team Manager—Headquarters or Branch with 10 or more staff	1127.00	1134.90	1140.40
Station Officer/Team Manager—Branch with less than 10 staff	1100.60	1107.90	1114.20
Assistant Station Officer/Regional Relieving Officer	1071.20	1078.80	1085.10
Ambulance Officer	1009.00	1016.80	1022.60
Ambulance Attendant	1001.80	1009.60	1015.30
Student Ambulance Officer/Paramedic Level 3	982.20	992.60	998.60
Student Ambulance Officer/Paramedic Level 2	966.80	973.80	980.40
Student Ambulance Officer/Paramedic Level 1	908.60	915.80	919.80
Patient Transport Officer	938.70	945.60	951.70
Communications Call Taker	938.70	945.60	951.70
Clinical Transport Officer	915.80	920.80	926.70
Trainee Clinic Transport Officer	892.40	899.60	905.90
Fleet Maintenance Officer	1063.60	1071.30	1077.90
Mechanic	1009.00	1016.80	1022.60

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

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

	% of the <u>standard</u> <u>rate</u> per week
Continuing Education Program (CEP) allowance units 1–4	1.71
CEP allowance units 5–6	1.71

**% of the standard rate
per week**

CEP allowance unit 7	2.13
Paramedic skills allowance (inclusive of CEP allowances 1–7)	11.75

14.3 Clerical and Administrative Support classifications

[14.3 varied by [PR997977](#), [PR509129](#), [PR522960](#), [PR536763](#), [PR551686](#), [PR566778](#), [PR579885](#), [PR592199](#), [PR606424](#), [PR707515](#) ppc 01Jul19]

	Per week \$
Administrative Officer Band 1	
First year	850.40
Second year	886.60
Third year and thereafter	922.40
Administrative Officer Band 2	
First year	958.60
Second year	1002.50
Third year and thereafter	1046.40
Administrative Officer Band 3	1096.50
Administrative Officer Band 4	1161.50

15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#)]

15.1 Communications centre allowance

- (a) An operational employee or Communications Call Taker in an ambulance service, other than an employee being trained in the communications centre, is entitled to an allowance for all disabilities incurred whilst performing communications centre duties, of:
- (i) 0.71% of the standard rate per eight hour shift; and
 - (ii) 0.09% of the standard rate per hour for each rostered hour in excess of eight hours.

15.2 Operational crewing allowances

- (a) An employee at the level equal to or below an Assistant Station Officer/Regional Relieving Officer in an ambulance service, required to form a crew and perform operational duties training a Student Ambulance Officer/Paramedic Level 1, is entitled to an allowance for that period of training of:
 - (i) 0.47% of the [standard rate](#) per eight hour shift; and
 - (ii) 0.06% of the [standard rate](#) per hour for each rostered hour in excess of eight hours.
- (b) A Student Ambulance Officer/Paramedic required to form a crew and perform operational duties with a Student Ambulance Officer/Paramedic, of equal or more junior level, is entitled to a weekly allowance of:
 - (i) 2% of the [standard rate](#); or
 - (ii) a pro rata amount for periods of less than one week.
- (c) An employee required to undertake and perform operational stretcher duties as a single officer crew is entitled to an allowance of:
 - (i) 1.5% of the [standard rate](#) per eight hour shift; and
 - (ii) a pro rata amount for any period in excess of eight hours.

15.3 Flying allowance

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

15.4 Paramedic skills allowance

A paramedic skills allowance will be paid for all purposes to any employee at the level of Ambulance Officer/Paramedic or above who possesses the Graduate Diploma of Health Science (MICA Paramedic) or other equivalent accredited qualification for an Intensive Care Paramedic and who is employed as an Intensive Care Paramedic as follows:

- (a) **Ambulance service**
 - (i) Level 1—first 12 months of experience—10.58% of the [standard rate](#) per week; or
 - (ii) Level 2—second year of experience—15.54% of the [standard rate](#) per week.
- (b) **All other employees**

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

15.5 Travelling allowance

- (a) An employee required to travel on duty, is entitled to be reimbursed for all reasonably incurred expenses of fares, meals and accommodation.
- (b) An employee required to report for duty to a workplace, other than that to which the employee is normally rostered or posted:
 - (i) is entitled to travel to and from such workplace in the employer’s time and fares and incidental expenses will be paid by the employer; or

[15.5(b)(ii) varied by [PR523080](#), [PR536883](#), [PR551806](#) ppc 01Jul14]

- (ii) if required to use their own motor vehicle in connection with the employer’s business, the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre.
- (c) Provided that clause 15.5(b)(ii) will not apply:
 - (i) if the new location is an equivalent distance or nearer to the employee’s residence than the location where the employee is normally rostered or posted; or
 - (ii) to an employee who changes roster by agreement with another employee.

15.6 Accommodation

- (a) An ambulance service employee at a branch station of 1–3 officers, who is required to reside in quarters provided by the employer, will have 10% deducted for rent, from their weekly rate of pay as prescribed in clause 14—Minimum weekly wages.
- (b) Clause 15.6(a) will not apply to relieving staff whilst living away from home.

15.7 Relieving allowance

- (a) An employee required to relieve another employee and to live away from home is entitled to receive:
 - (i) an allowance to cover the cost of reasonable accommodation and the reasonable costs of cleaning items of uniform unless the employer provides such accommodation including laundry facilities;
 - (ii) travelling allowance in accordance with clause 15.5; and

[15.7(a)(iii) varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

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

	\$
Breakfast	16.06
Lunch	32.14
Dinner	48.21
Total	96.41

Ambulance and Patient Transport Industry Award 2010

Provided that:

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

[15.7(b) varied by [PR998120](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

- (b) Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of \$21.45 per night.

15.8 Student ambulance officer allowances

(a) Accommodation allowance

Student Ambulance Officers employed by an ambulance service will be paid an allowance for the reasonable cost of accommodation when required to live away from home by their employer in order to undertake a compulsory course of training. Provided that such allowance will not be paid if:

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

(b) Incidental expenses allowance

[15.8(b) varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

Student Ambulance Officers employed by an ambulance service are entitled to be paid an incidental expenses allowance of \$16.14 per day for:

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

15.9 Uniform and protective clothing

- (a) An operational employee is entitled to an allowance to cover the reasonable cost of the uniform items required by their employer.
- (b) Where the employer requires other employees to wear a uniform or other protective clothing, the employee will be paid an allowance to cover the reasonable cost of such clothing.

Ambulance and Patient Transport Industry Award 2010

- (c) The allowance will not apply when the employer provides the clothing. Such clothing will only be used in the course of employment, will remain the property of the employer and will be cleaned, repaired and replaced by the employer as and when reasonably necessary. Provided that the cleaning of uniforms will only apply to car coats, long and short trousers and winter shirts.

15.10 Driving licence

An employee who is required by the employer to hold a current driving licence will be reimbursed annually an amount equal to the sum of the cost of the licence divided by the term in years.

15.11 Meal allowance

[15.11(a) varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

- (a) An employee is entitled to a meal allowance of \$16.06 per shift to compensate for the cost of purchasing a meal away from the employee's branch or usual place of work except where a meal has been arranged by the employer.

[15.11(b) varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

- (b) An employee required to work for more than five consecutive hours without receiving a meal break, is entitled to an allowance of \$4.24.

[15.11(c) varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

- (c) An employee called back to duty before having consumed a meal during a meal break, is entitled to one spoiled meal allowance of \$16.06 in any shift. The employee may be required to present satisfactory evidence of such spoilage to the employer.

[15.11(d) varied by [PR998120](#), [PR509250](#), [PR523080](#), [PR536883](#), [PR551806](#), [PR566907](#), [PR579605](#), [PR592353](#), [PR606576](#), [PR704103](#), [PR707742](#) ppc 01Jul19]

- (d) An employee required to work overtime for more than two hours beyond the employee's normal finishing time, is entitled to an overtime meal allowance of \$20.09.

15.12 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[15.12(b) varied by [PR523080](#) ppc 01Jul12]

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance

Applicable Consumer Price Index figure

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

16. District allowances

[16 deleted by [PR561478](#) ppc 05Mar15]

17. Accident pay

[Varied by [PR503711](#); deleted by [PR561478](#) ppc 05Mar15]

18. Payment of wages

[Varied by [PR610132](#)]

[Paragraph numbered as 18.1 by [PR610132](#) ppc 01Nov18]

18.1 Payment of wages will be made by cheque or electronic funds transfer, either weekly or fortnightly, into the employee's nominated bank or financial institution account. Payment will be made no later than Wednesday in the pay week. Where a public holiday falls in that week, payment will be made by Thursday.

18.2 Payment on termination of employment

[18.2 inserted by [PR610132](#) ppc 01Nov18]

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

Note 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required

minimum period of notice or “has paid” to the employee payment instead of giving notice.

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

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

19. Superannuation

[Varied by [PR546085](#)]

19.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

- (c) The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) First State Super;
- (c) Sunsuper;
- (d) HESTA Super Fund;
- (e) Tasplan;

[19.4(f) varied by [PR546085](#) ppc 01Jan14]

- (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[19.4(g) inserted by [PR546085](#) ppc 01Jan14]

- (g) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work and rostering

20.1 Ordinary hours

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

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

- (a) 12 days paid leave for each year of such work, to be added to their annual leave; or

Ambulance and Patient Transport Industry Award 2010

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

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

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

20.5 Maximum consecutive shifts

- (a) No employee will be required to work more than 10 consecutive shifts without 24 hours off duty.

- (b) Any employee who agrees to work more than 12 consecutive shifts without 24 hours off duty, will be paid for the 13th shift and any further consecutive shift worked, at the rate of treble time until 24 hours off duty is provided. Provided that this provision will not apply where an employee works for up to one hour beyond the finishing time of their normal rostered shift for the purpose of completing a case which commenced during that shift.

20.6 Shift allowance

Employees whose rostered hours of ordinary duty finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am, will be paid an additional amount equal to 4.5% of the [standard rate](#) for each such rostered period of duty.

21. Rosters

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

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

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

21.4 Rosters will show:

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

21.5 Saturday and Sunday duty will be equitably distributed.

- 21.6** For incidents of sickness of an employee or other unforeseen circumstances, the duty periods prescribed by the roster may be temporarily altered by displaying a notice to that effect.
- 21.7** The arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the workplace or part of the workplace.

22. Saturday and Sunday work

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

23. Breaks

23.1 Meal breaks

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

23.2 Crib time

- (a) By mutual agreement between the employer and the employee, an employee will be allowed a period of 20 minutes crib time during each shift for the purpose of taking a meal, instead of a meal break under clause 23.1.
- (b) An ambulance service operational employee will be allowed a period of 20 minutes crib time during each shift for the purpose of taking a meal, instead of a meal break under clause 23.1.
- (c) The crib period will be counted as time worked and taken at a time and place directed by the employer.

23.3 Rest breaks

Where practical, employees are entitled to two 10 minute rest breaks each day, counted as time worked, as follows:

- (a) the first, between commencement of work and the usual meal break; and
- (b) the second between the usual meal break and cessation of work.

23.4 Changing time

Where an employee is not permitted to wear their uniform home, a period of 10 minutes immediately preceding the end of each period of duty will be allowed for the employee to wash, shower or to change clothing.

24. Overtime and penalty rates

[24 varied by [PR585789](#)]

24.1 Overtime penalty rates

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

- (a) time and a half for the first two hours and double time thereafter, for any work exceeding the number of hours fixed as a day's, week's, or fortnight's work;
- (b) double time for overtime work on Saturdays and Sundays;
- (c) all time in excess of a rostered day on a public holiday, will be paid at double time and a half; and
- (d) double time for work outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding rostered period of duty.

24.2 Rest period after overtime

- (a) Overtime should be arranged so that an employee has at least eight consecutive hours off duty between the work of successive days.
- (b) An employee working overtime, who does not have at least eight consecutive hours off duty between workdays, will be released until the employee has had eight consecutive hours off duty, without loss of pay for ordinary working time during such absence.
- (c) An employee who is required to continue or resume work without having had eight consecutive hours off duty, will be paid at double time until released from duty for such period.
- (d) The employee in clause 24.2(c) is then entitled to be released from duty under clause 24.2(b).

24.3 Time off instead of payment for overtime

[24.3 substituted by [PR585789](#) ppc 14Dec16]

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

EXAMPLE: By making an agreement under clause 24.3 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:

Ambulance and Patient Transport Industry Award 2010

- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 24.3 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 24.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.3.

25. On call

25.1 An employee who, in accordance with an on call roster, is rostered off duty but is required to be ready to respond to a call is entitled to an on call allowance of 0.33% of the [standard rate](#) per hour or part hour.

25.2 Time on call will not be counted as time worked unless an employee is called out for duty, in which case, the employee will be paid at the rate of double time for such period(s) of duty with a minimum payment of one and a half hours per call, for the time so worked in any period during which the employee is on call, provided that one and a half hours has elapsed from the commencement of the previous call.

- 25.3** Nothing in this clause prohibits an employee from temporarily leaving the workplace or home when rostered on call after having made arrangements satisfactory to the employer, for the proper conduct of the service.
- 25.4** An employee will be free from on call duty:
- (a) every second weekend; and
 - (b) for at least eight days in each 14 consecutive days.
- 25.5** No employee will be rostered on call from the time of ceasing duty immediately before the employee's rostered day off until the time of commencing duty immediately after the rostered day off.
- 25.6** Except on weekends, public holidays or in cases of an emergency, an employee will not be rostered on call between 9.00 am and 5.00 pm.
- 25.7** An on call roster will not require an employee to be on call for a period of less than six hours except by mutual consent between the employer and employee concerned.

26. Recall

An employee who has completed a rostered shift of duty, who is not rostered on call and is recalled to duty prior to the commencement of the employee's next rostered shift and such recall is not continuous with any rostered shift, is entitled to payment at double time for all time worked with a minimum payment of one and a half hours.

27. Control call

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

28. Stand-by

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

29. Higher duties and secondment

29.1 Higher duties

An employee who is required to perform duties of a higher classification, will be paid at the rate applicable to the higher classification including for paid leave or any public holiday(s) which occur during the period when the higher duties are being performed. Employees will not be required to fill a vacant position in an acting capacity for more than three months.

29.2 Secondment

- (a) Secondment of any employee to a recognised tertiary institution is subject to approval by the employee's employer.
- (b) An operational employee seconded from an ambulance service to a recognised tertiary institution in a teaching or related capacity will:
 - (i) be provided with a written record of the term of the secondment, with the term of the secondment being mutually agreed;
 - (ii) be paid at the rates applicable to a Senior Station Officer during the period of secondment;
 - (iii) be allocated to operational duty in their previous position, the equivalent of one day during each four week period of such secondment, for the purposes of skills maintenance; and
 - (iv) revert to the classification held immediately prior to the secondment period and be paid the rate applicable to that classification, on completion of the secondment.
- (c) Notwithstanding anything else contained in this award, any period of secondment may be terminated:
 - (i) by the employee concerned or the tertiary institution, giving 28 days' notice in writing, and the employee will be offered the first available vacancy at the appropriate ambulance service after giving such notice; or
 - (ii) by the tertiary institution, without notice for serious and demonstrable inefficiency, neglect of duty, unsatisfactory performance of duty, malingering or misconduct.

29.3 Relieving duties

- (a) Routine relieving duties which require an operational employee to live away from home, will be performed by a Regional Relieving Officer (RRO).
- (b) Where an RRO is not available, an Ambulance Officer/Ambulance Paramedic or Student Ambulance Officer/Paramedic Level 2 or 3 may be required to perform relieving duties.
- (c) In the absence of mutual agreement to the contrary between the employer and employee(s) concerned, when relieving is to be performed by an employee other than an employee appointed as a RRO, such relieving will be equitably distributed amongst all Ambulance Officers/Paramedics.
- (d) An employee who is required to relieve another employee, may be required to work the hours and on call roster of the employee so relieved.

29A. Requests for flexible working arrangements

[29A inserted by [PR701501](#) ppc 01Dec18]

29A.1 Employee may request change in working arrangements

Clause 29A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 29A is an addition to s.65.

29A.2 Responding to the request

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

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

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

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

29A.3 What the written response must include if the employer refuses the request

Clause 29A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 29A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 29A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

29A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 29A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

29A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 29A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

[Varied by [PR567269](#)]

30. Annual leave

[Varied by [PR573010](#), [PR582960](#), [PR588748](#)]

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

30.2 Quantum of annual leave

[30.2 substituted by [PR567269](#) ppc 27May15]

For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:

- (a) is regularly rostered over seven days a week; and
- (b) is regularly rostered to work on Sundays and public holidays.

30.3 Annual leave loading

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

30.4 Payment for annual leave

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

30.5 Electronic funds transfer (EFT) payment of annual leave

[New 30.5 inserted by [PR582960](#) ppc 29Jul16]

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

30.6 Payment of annual leave on termination

[30.5 renumbered as 30.6 by [PR582960](#) ppc 29Jul16]

- (a) On the termination of their employment, an employee will be paid any outstanding accrued annual leave entitlements.
- (b) An employee engaged for part of any year as a seven day shiftworker, will be paid, in addition to any other amounts due, an amount equal to 1/48th of ordinary pay for the period of employment as a seven day shiftworker.

30.7 Illness during annual leave

[30.6 substituted by [PR573010](#) ppc 16Oct15, renumbered as 30.7 by [PR582960](#) ppc 29Jul16]

Where an employee becomes sick during annual leave and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days specified in the certificate and on which the employee would otherwise have worked, will be deducted from the employee's personal leave credits and recredited to the employee's annual leave entitlement.

30.8 Public holiday during annual leave

[30.7 renumbered as 30.8 by [PR582960](#) ppc 29Jul16]

If a prescribed public holiday to which the employee is entitled to payment under this award falls within the period of an employee's annual leave, the period of annual leave will be increased by one day in respect of that public holiday.

30.9 Excessive leave accruals: general provision

[30.8 renumbered as 30.9 by [PR582960](#) ppc 29Jul16; 30.9 renamed and substituted by [PR588748](#) ppc 20Dec16]

Note: Clauses 30.9 to 30.11 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 30.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 30.10 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

- (d) Clause 30.11 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[New 30.10 inserted by [PR588748](#) ppc 20Dec16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 30.9(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 30.9, 30.10 or 30.11 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 30.10(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

30.11 Excessive leave accruals: request by employee for leave

[New 30.11 inserted by [PR588748](#); substituted by [PR588748](#) ppc 20Dec17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 30.9(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:

Ambulance and Patient Transport Industry Award 2010

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 30.10(a) that, when any other paid annual leave arrangements (whether made under clause 30.9, 30.10 or 30.11 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 30.9, 30.10 or 30.11 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 30.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

30.12 Annual close-down

[30.9 renumbered as 30.10 by [PR582960](#); 30.10 renumbered as 30.12 by [PR588748](#) ppc 20Dec16]

Where an employer temporarily closes an enterprise or reduces the operations of the enterprise to allow annual leave to all or a majority of employees in the enterprise or part concerned, the following provisions apply:

- (a) the employer must give one month's notice in writing of the proposed close-down;
- (b) an employee who has accrued sufficient leave to cover the close-down period will be given leave and will be paid for that leave in accordance with clauses 30.3 and 30.4 of this award; and
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down.

30.13 Annual leave in advance

[30.11 inserted by [PR582960](#) ppc 29Jul16; 30.11 renumbered as 30.13 by [PR588748](#) ppc 20Dec16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 30.13 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The employer must keep a copy of any agreement under clause 30.13 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 30.13, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

30.14 Cashing out of annual leave

[30.12 inserted by [PR582960](#) ppc 29Jul16; 30.12 renumbered as 30.14 by [PR588748](#) ppc 20Dec16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 30.14.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 30.14.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 30.14 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 30.14 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Ambulance and Patient Transport Industry Award 2010

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 30.14 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 30.14.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.14.

Note 3: An example of the type of agreement required by clause 30.14 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

31. Public holidays

[Varied by [PR712212](#)]

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

31.2 Payment for work done on public holidays

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

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

31.3 Public holiday substitution

[31.3 substituted by [PR712212](#) ppc 04Oct19]

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

[Note inserted by [PR712212](#) ppc 04Oct19]

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

32. Personal/carer's leave and compassionate leave

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

33. Community service leave

Community service leave is provided for in the NES.\

34. Leave to deal with Family and Domestic Violence

[34 inserted by [PR609427](#) ppc 01Aug18]

34.1 This clause applies to all employees, including casuals.

34.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 34.2(a) includes a former spouse or de facto partner.

34.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

34.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

34.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

34.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 34. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 34 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 34.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

34.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 34.6 is treated confidentially, as far as it is reasonably practicable to do so.

Ambulance and Patient Transport Industry Award 2010

- (b) Nothing in clause 34 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

34.8 Compliance

An employee is not entitled to take leave under clause 34 unless the employee complies with clause 34.

Schedule A—Transitional Provisions

[Varied by [PR503711](#)]

A.1 General

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

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

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

A.2 Minimum wages – existing minimum wage lower

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

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.3 Minimum wages – existing minimum wage higher

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

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

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

A.3.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.4 Loadings and penalty rates

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

First full pay period on or after

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

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

A.8 Former Division 2B employers

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

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

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

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

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

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

Ambulance and Patient Transport Industry Award 2010

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

Schedule B—Classification Definitions

B.1 Operational Classifications

B.1.1 Ambulance Officer (AO)/Ambulance Paramedic (AP) is an employee who holds the qualifications of Bachelor of Health Science Degree (Paramedic) or other degree qualification applying in each State and Territory or has another equivalent accredited qualification for AO/AP recognised by the employer and has successfully completed the required clinical placements. The principal duties include assessment, treatment, care and transport of emergency and/or non-emergency patients in a pre-hospital setting.

B.1.2 Student Ambulance Officer/Paramedic (SAO)

A SAO:

- (a) is employed as such while undertaking the diploma or degree of Ambulance Paramedic Studies however titled;
- (b) is an employee who has completed a diploma or degree in Paramedic Studies and who is completing the operational clinical requirements of the course;
- (c) is a graduate entry paramedic student who is undertaking a one year Graduate Diploma of Ambulance Paramedic Studies (however titled in each State or Territory) and also who has a degree qualification in a related health area recognised by the employer; and
- (d) upon successful completion of the course a SAO will be appointed to the classification of Ambulance Officer/Ambulance Paramedic.

B.1.3 Intensive Care Paramedic is an Ambulance Officer/Ambulance Paramedic who has successfully completed a Graduate Diploma of Health Science or other equivalent accredited qualification and who is paid the paramedic skills allowance set out in clause 15.4.

B.1.4 Station Officer/Team Manager (SO/TM) is an Ambulance Officer, who, in addition to the duties specified for an Ambulance Officer, is appointed to be in charge and manage an ambulance station and/or ambulance team.

B.1.5 Assistant Station Officer (ASO) is an Ambulance Officer, who, in addition to the duties specified for an ambulance officer, is appointed to assist a Station Officer. An ASO may also undertake clinical training duties.

B.1.6 Regional Relieving Officer (RRO) is an operational employee who is required to live away from home in order to perform routine relieving duties.

B.1.7 Ambulance Attendant (AA) is an employee who has completed the Diploma of Paramedical Science (Ambulance) or Diploma of Health Science (Emergency Care), however titled in each State or Territory and has completed all the required supervised clinical practice. An AA provides care and transport of non-emergency patients. An AA is qualified to provide a more advanced level of care and treatment to patients than a Patient Transport Officer.

- B.1.8 Patient Transport Officer (PTO)** is an employee who has completed a Certificate 3 in Non-emergency Client Transport or equivalent qualification and who provides basic care and transport of non-emergency patients.
- B.1.9 Clinical Transport Officer (CTO)** is an employee who holds a Certificate 3 in Non-emergency Client Transport or equivalent qualification and who provides transport and assistance to non-emergency patients in non-stretcher vehicles.
- B.1.10 Clinical Support Officer (CSO)** is an Intensive Care/Ambulance Paramedic who has a Graduate Diploma of Health Science (MICA Paramedic) or other accredited qualification for an Intensive Care/Ambulance Paramedic. The principal duties are to provide clinical support and audit, training and education for Ambulance Officers, provide an emergency response on a needs basis and clinical advice to a communications centre.
- B.1.11 Duty Team Manager (DTM)** is a team manager in a communications centre whose principal duty is to manage the human and physical resources of an ambulance service to maximise their effectiveness and who provides internal and external operational liaison.
- B.1.12 Mechanic and Fleet Maintenance Officer (FMO)** is an employee appointed to perform automotive diagnosis, repair and general maintenance duties for ambulance service and patient transport vehicles in accordance with their level of qualification, competencies and training. An **FMO** may be required to supervise the work of a mechanic and/or an apprentice.
- B.1.13 Communications Officer** is an Ambulance Officer/Ambulance Paramedic who is trained to perform supervisory, dispatch and call taking duties within a communications centre and who, in addition, is required to determine the priorities for allocation of human and physical resources and to control the work of ambulance and patient transport crews.
- B.1.14 Communications Call Taker** is an employee who is trained to answer emergency and non-emergency telephone calls in accordance with pre-determined guidelines and provide assistance to callers under supervision, within a communications centre. Such an employee has completed a Certificate Level 3 in Ambulance Communications (Call Taking).
- B.1.15 Senior Station Officer** is an Ambulance Officer appointed to manage and co-ordinate operations within a designated geographic or specialist area of an ambulance service.

B.2 Clerical and Administrative Support Classifications

B.2.1 Administrative Officer Band 1 means:

- a non-operational employee who undertakes clerical duties for a work unit, prepares routine documentation, organises office supplies and performs basic word processing duties. They may also respond to and refer telephone enquiries, as appropriate;

Ambulance and Patient Transport Industry Award 2010

- a non-operational employee who undertakes basic data processing duties, responds to and refers telephone enquiries, as appropriate; or
- an employee who performs tasks with defined guidelines, policies and procedures that allow for little deviation outside these parameters; and
- these positions require basic administration skills and some experience in an administration environment. While a certificate level qualification is not essential, keyboard skills and computer literacy and competency in word processing, basic spreadsheets and presentation software is required. The ability to follow instructions and operate within guidelines is required;
- the job environment allows for minimal exercise of judgment and analysis and tasks have clearly defined objectives and timelines;
- accountability for own output is required with little involvement in policy or procedure development.

B.2.2 Administrative Officer Band 2 means:

- a non-operational employee responsible for performing a range of secretarial functions (including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions), dealing with members of the public/customers to ensure the smooth running of the office; or an administrative assistant responsible for monitoring a particular function and co-ordinating and scheduling related tasks and events; or a Purchasing Officer responsible for the acquisition of goods and or services in line with organisational policy and procedure;
- a non-operational employee responsible for the preparation of standard statistical reports and returns, preparing information for the general ledger to ensure that complete and accurate records are supplied. They may also be involved in the training of other data entry positions; or
- an employee who performs tasks that require high level administrative and clerical support within specific guidelines, policies and/or procedures; and
- these positions require administration experience and an understanding of the relevant area of expertise. While a certificate level qualification is not essential, keyboard skills and a sound level of computer skills including competency in word processing, spreadsheets, data bases and presentation software is required. Required to understand specialised computer software. Required to have a basic understanding of regulations, legislation and/or codes of practice;
- the ability to work with minimal supervision and operate within guidelines is required. The job environment allows for minor exercise of judgment and reasoning, as tasks may require basic analysis or interpretation;
- accountability for own output and prioritising work is expected. There is little involvement in policy or procedure development.

B.2.3 Administrative Officer Band 3 means:

- a non-operational employee responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within departmental guidelines; or processing payment of wages and salaries, maintaining personnel records, and assisting departmental/divisional heads with award interpretations and payroll enquiries;
- a non-operational employee who undertakes a range of medium complexity projects under the direction of a mid-level manager to ensure more effective and efficient work processes are introduced; or
- an employee who provides advice and guidance to management or a work team and ensures that the appropriate policies, systems and methods are used; and
- these positions require extensive administration experience and strong understanding of the areas of expertise. Sound level of computer literacy and competency in word processing, spreadsheets and presentation software is required. There is a requirement to demonstrate experience with specialised computer software relevant to the area of specialisation. There is also a requirement to have an intermediate understanding of relevant regulations, legislation and/or codes of practice;
- the ability to work with minimal supervision and provide advice to work teams within guidelines and/or policies and procedures is required. The job environment allows for intermediate judgment and reasoning, as there is a requirement for analysis or interpretation of data and policies;
- accountability for own output and prioritisation of work is required. Under the direction of management there may be involvement in policy and procedure development.

B.2.4 Administrative Officer Band 4 means:

- a non-operational employee who manages the affairs of an office, or more than one senior executive and various committees, undertakes investigations and analyses of organisational issues that require the preparation of papers;
- activities may include compilation and follow up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems; or a non-operational employee who supervises the purchasing and procurement function on a day-to-day basis to ensure appropriate processes and checks are in place and are adhered to; or a non-operational employee who takes responsibility for an activity where there are no other ready sources of information or expertise within the organisation, however where the activity is governed by legislation or other industry guidelines; or
- a non-operational employee who supervises and controls the patient accounts area, assigns and checks the work of other staff, prepares patient accounts and maintains debtor control records and patient statistics.

Schedule C—Part-day Public Holidays

[Sched C inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712212](#)]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- C.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause C.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

Ambulance and Patient Transport Industry Award 2010

- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause C.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

[C.2 inserted by [PR712212](#) ppc 04Oct19]

- C.2** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

This schedule is not intended to detract from or supplement the NES.

Schedule D—Agreement to Take Annual Leave in Advance

[Sched D inserted by [PR582960](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule E—Agreement to Cash Out Annual Leave

[Sched E inserted by [PR582960](#) ppc 29Jul16]

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

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____