



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## SA AMBULANCE SERVICE AWARD

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

### PART 1 - APPLICATION AND OPERATION OF THE AWARD

#### CLAUSE 1 AWARD TITLE

OPDATE 24:03:2006 on and from

This Award shall be referred to as the "SA Ambulance Service Award".

#### CLAUSE 2 ARRANGEMENT

OPDATE 01:10:2019 on and from

##### 2.1 By clause number

*Clause no. Title*

#### Part 1 - Application and operation of the Award

- 1 Award title
- 2 Arrangement
- 3 Scope and parties bound
- 4 Coverage of Award
- 5 Commencement date of Award and period of operation
- 6 Definitions

#### Part 2 - Award flexibility

- 7 Enterprise flexibility provision

#### Part 3 - Communication, consultation and dispute resolution

- 8 Introduction to change
- 9 Settlement of disputes procedure
- 10 Notice boards

#### Part 4 - Employer and employee's duties, employment relationship and related arrangements

- 11 Employment categories
  - 11.1 Weekly hired employment
  - 11.2 Part-time employees
  - 11.3 Appointment and probation
  - 11.4 Casual employees
- 12 Termination of employment
  - 12.1 Notice of termination by employer
  - 12.2 Time off during notice period
  - 12.3 Statement of employment
  - 12.4 Payment in lieu
  - 12.5 Notice of termination by employee

*Clause no. Title*

- 13 Redundancy
  - 13.1 Definition
  - 13.2 Exclusion
  - 13.3 Discussions before termination
  - 13.4 Period of notice of termination on redundancy
  - 13.5 Time off during notice period
  - 13.6 Notification to Centrelink
  - 13.7 Severance pay
  - 13.8 Incapacity to pay
  - 13.9 Alternative employment
  - 13.10 Written notice
  - 13.11 Transfer to lower paid duties
  - 13.12 Employee leaving during notice

**Part 5 - Wages and related matters**

- 14 Classifications and wage rates
- 15 Payment of wages
- 16 Higher duties/mixed functions
  - 16.1 Operations employees
  - 16.2 Administrative and technical employees
- 17 Allowances
  - 17.2 Declared field operation
  - 17.3 Whyalla locality allowance
  - 17.4 Driving licence allowance
  - 17.5 Meal allowance
  - 17.6 In service training officer allowance
  - 17.7 Advanced life support allowance
  - 17.8 Spare pool allowance
  - 17.9 Rolled in rate allowance
  - 17.10 Penalty rates for shift work and weekend work
  - 17.11 Accredited driving instructor allowance

**Part 6 - Hours of work, shift work, breaks, overtime, and meal breaks**

- 18 Hours of work
  - 18.1 Ordinary hours of work - day workers (non operations employees)
  - 18.2 Seven-day shiftworkers (operations employees)
  - 18.3 10/14 Shift cycle (operations employees)
  - 18.4 12/12 Shift cycle (operations employees)
  - 18.5 On-call (operations employees)
  - 18.6 Breaks after on-call
- 19 Meal breaks
  - 19.1 Operations employees – metropolitan
  - 19.2 ATS Ambulance Officer
  - 19.3 Communications employees
  - 19.4 Shiftworkers
  - 19.5 Operations employees– country
  - 19.6 Working during a meal break
  - 19.7 Administrative and technical employees

*Clause no. Title***20 Overtime**

- 20.1 Reasonable overtime
- 20.2 Operations employees
- 20.3 Administrative and technical employees
- 20.4 Each day stand alone
- 20.5 Recall
- 20.6 No overtime payments
- 20.7 Breaks after overtime

**Part 7 - Leave of absence and public holidays****21 Annual leave**

- 21.1 Entitlement to annual leave
- 21.2 Annual leave exclusive of public holidays
- 21.3 Accrual of annual leave entitlement
- 21.4 Time of taking annual leave
- 21.5 Payment for annual leave
- 21.6 Annual leave loading

**22 Bereavement leave**

- 22.1 Entitlement to Bereavement Leave
- 22.2 Unpaid entitlement to leave
- 22.3 Effect of other leave

**23 Personal leave – injury and sickness**

- 23.1 Entitlement to personal leave
- 23.2 Accrual of personal leave entitlement
- 23.3 Conditions of payment of personal leave

**24 Parental leave**

- 24.1 Definitions
- 24.2 Employers' responsibility to Inform
- 24.3 Eligibility for and entitlement to parental leave
- 24.4 Qualifications on entitlements and eligibility
- 24.5 Certificate required
- 24.6 Notice requirements
- 24.6.1 Maternity leave
- 24.6.2 Employer giving notice
- 24.6.3 Paternity leave
- 24.6.4 Adoption leave
- 24.6.5 Unforeseen circumstances
- 24.7 Taking of parental leave
- 24.8 Variation and cancellation of parental leave
- 24.9 Special maternity leave and personal leave
- 24.10 Special adoption leave
- 24.11 Transfer to a safe job: maternity leave
- 24.12 Part-time work
- 24.13 Communication during parental leave
- 24.14 Return to work after parental leave
- 24.15 Annual leave – transitional arrangements
- 24.16 Personal leave – transitional arrangements
- 24.17 Right to request
- 24.18 Termination of employment
- 24.19 Replacement employees

**25 Personal leave to care for a family member**

- 25.1 Definitions
- 25.2 Paid personal leave to care for a family member
- 25.3 Unpaid personal leave to care for a family member
- 25.4 Single day absences
- 25.5 Casual employees caring responsibilities

*Clause no. Title*

- 26 Public holidays
- 26.1 Prescribed public holidays
- 26.2 Penalty Rates
- 27 Trade Union training leave

**Part 8 – Miscellaneous**

- 28 Transfers
- 29 Shift and/or station changes
- 30 Superannuation
- 31 Maintenance of continuous service

**Part 9 - Training and related matters**

- 32 Training qualifications, standards and examinations

**Part 10 - Work health and safety matters, equipment, tools and amenities**

- 33 Personal property
- 34 Inoculations and vaccinations
- 35 Medical examination
- 36 Protective clothing
- 37 Uniforms
- 37.1 Operations employees (on-road)
- 37.2 Other classifications
- 38 Driving test

**Part 11 - Award compliance and Association related matters**

- 39 Interpretation and variation of Award
- 40 Time record
- 41 Industrial delegates

**Part 12: Injury and Income Protection**

- 42 Additional Compensation for certain work-related injuries or illnesses

**Schedules**

- Sch. 1 Wages
- Sch. 2 Classifications
- Sch. 3 Allowances
- Sch. 4 Calculating principles for rolled in rate (metropolitan 10/14 shifts)
- Sch. 5 Shift work provisions for patient transport service
- Sch. 6 Additional Compensation for certain work-related injuries or illnesses

**2.2 Alphabetical order***Clause no. Subject matter*

- Sch. 6 Additional Compensation for certain work-related injuries or illnesses
- 17 Allowances
- Sch. 3 Allowances
- 21 Annual leave
- 11.3 Appointment and probation
- 2 Arrangement
- 22 Bereavement leave
- 11.4 Casual employees
- S. 2 Classifications

*Clause no. Subject matter*

14	Classifications and wage rates
5	Commencement date of Award and period of operation
31	Continuous service
4	Coverage of Award
6	Definitions
38	Driving test
11	Employment categories
7	Enterprise flexibility provision
16	Higher duties/mixed functions
18	Hours of work
41	Industrial delegates
34	Inoculations and vaccinations
39	Interpretation and variation of Award
8	Introduction to change
19	Meal breaks
35	Medical examination
10	Notice boards
20	Overtime
24	Parental leave
11.2	Part-time employees
15	Payment of wages
23	Personal leave – injury and sickness
25	Personal leave to care for a family member
33	Personal property
36	Protective clothing
26	Public holidays
13	Redundancy
Sch. 4	Rolled in rate (metropolitan 10/14 shifts), calculating principles for
3	Scope and parties bound
9	Settlement of disputes procedure
29	Shift and/or station changes
30	Superannuation
12	Termination of employment
40	Time record
1	Title
27	Trade association training leave
32	Training qualifications, standards and examinations
28	Transfers
37	Uniforms
S. 1	Wages
11.1	Weekly hired employment
Sch. 5	Shift work provisions for patient transport service

**CLAUSE 3 SCOPE AND PARTIES BOUND**

OPDATE 24:03:2006 on and from

This Award shall apply to the industry of the occupations of persons employed by SA Ambulance Service in the classifications set out in Schedule 1 and 2 of this Award whether as employers or employees and whether members of the Association or not.

**CLAUSE 4 COVERAGE OF AWARD**

OPDATE 24:03:2006 on and from

This Award shall apply throughout the State of South Australia.

**CLAUSE 5 COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION**

OPDATE 24:03:2006 on and from

This Award shall operate on and from 24 March 2006.

**CLAUSE 6 DEFINITIONS**

OPDATE 01:10:2019 on and from

- 6.1 **Act** means *Fair Work Act 1994*.
- 6.2 **Administrative and Technical Employee** means an employee classified under Parts 4 and 5 of Schedule 2.
- 6.3 **Association** means The Ambulance Employees Association of South Australia and the Liquor Hospitality and Miscellaneous Union.
- 6.4 **Base rate** for the purpose of this Award shall mean an employee's basic 38 ordinary hour weekly rate exclusive of overtime, shift penalty, on-call or any other allowance.
- 6.5 **Country Employee** means an **Operations Employee** employed at SA Ambulance Service Stations in agreed regional areas.
- 6.6 **Declared Field Operation** means an operation declared as such by the Chief Executive Officer or in their absence the Operations Manager having regard to the number of employees involved, the need for employees to live away from their usual place of residence, the expected length of time over which the operation is to be conducted and which is established for any purpose or purposes considered necessary.
- 6.7 **Employer** means SA Ambulance Service.
- 6.8 **Employee(s)** means all persons employed under classifications as defined in the Award and employed by the employer under a contract of employment for remuneration or reward.
- 6.9 **Emergency Guidelines in Practice** means an assessment tool which provides for a qualification assessment for a Paramedic Level 3.
- 6.10 **On-call** means an employee who is rostered to be on-call at his/her private residence, or any other mutually agreed place outside his/her ordinary hours of work.
- 6.11 **Operations Employee** means an employee classified under Parts 1, 2 or 3 of Schedule 2.
- 6.12 **Ordinary hours** means the employee's 38 ordinary hours of work as prescribed under clause 18.1
- 6.13 **Seven day shift worker** means an employee who is rostered to work regularly on active duties on Sundays and Public Holidays.
- 6.14 **Shift worker** means an employee who works afternoon, night and day shifts through a regular cycle.
- 6.15 **Suitable accommodation** shall mean living quarters in a well kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water.
- 6.16 **Spouse** has the same meaning as defined in the *Equal Opportunity Act 1984*. This includes a "de facto spouse" but in relation to parental leave does not include a spouse from whom the employee is legally separated.
- 6.17 **Technical employee** means an employee classified under Part 6 of Schedule 2.
- 6.18 **Tribunal** means the South Australian Employment Tribunal.

## PART 2 - AWARD FLEXIBILITY

### CLAUSE 7 ENTERPRISE FLEXIBILITY PROVISION

OPDATE 01:10:2019 on and from

- 7.1 Consultative mechanisms and procedures shall be established comprising representatives of SA Ambulance Service, and employees. Each relevant **Association** shall be entitled to be represented.
- 7.2 The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of SA Ambulance Service.
- 7.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of SA Ambulance Service, according to its particular needs.
- 7.4 Where agreement is reached through such consultative mechanisms and procedures, and where giving effect to such agreement requires this Award, as it applies, to be varied, an application to vary shall be made to the **Tribunal**.
- 7.5 When the Award is varied to give effect to an agreement made pursuant to this clause, the variation shall become a schedule to this Award and the variation shall take precedence over any provision of this Award to the extent of any expressly identified inconsistency.
- 7.6 An agreement reached pursuant to this clause shall be consistent with the requirements of Section 79 of the **Act**, to enable the **Tribunal** to give effect to such a variation.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 8 INTRODUCTION OF CHANGE

OPDATE 24:03:2006 on and from

8.1 Where an employer believes a decision might be made to implement changes in production, program, organisation, structure or technology that is likely to have **significant effects** on employees, the employer must as soon as practicable consult with the employee(s) who may be affected by the proposed changes and their **Association**. Suitable consideration will be given by the employer to their concerns.

8.2 **Significant effects** may include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of hours of work;
- (e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (f) Where the Award makes provision for alteration of any of these matters, an alteration will be deemed not to have significant effect.

8.3 The employer must discuss with the employees affected and their **Associations**, among other things:

- (a) the introduction of the changes referred to in 8.1;
- (b) the effects the changes are likely to have on employees;
- (c) measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and/or their **Association** in relation to the changes.

8.4 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 8.1.

For the purposes of such discussion, the employer must provide in writing to the employees concerned and the **Association**:

- (a) all relevant information about the changes including the nature of the changes proposed; and
- (b) the expected effects of the changes on employees and any other matters likely to affect them.

Employers are not required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer's interests

### CLAUSE 9 SETTLEMENT OF DISPUTES PROCEDURE

OPDATE 01:10:2019 on and from

9.1 The Purpose of the Settlement of Disputes Procedure is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute.



- 9.2 All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.
- 9.3 During a dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction.
- 9.4 The Agreed procedure is detailed hereunder.
- 9.4.1 The employee and/or the **Association** Delegate will contact the Supervisor and attempt to settle the matter at that level.
- 9.4.2 If it is not settled at Stage 1 the employee and the **Association** delegate will meet with the Supervisor and his/her Manager and Employee Relations Manager.
- 9.4.3 If the matter is not settled at Stage 2, the State Secretary of the **Association** will be advised. If the employee considers it appropriate, additional assistance will be provided in order to settle the matter.
- 9.4.4 If Stage 3 is unsuccessful, it is agreed that the matter may then be referred to the **Tribunal** for conciliation and/or arbitration.

#### **CLAUSE 10 NOTICE BOARDS**

OPDATE 24:03:2006 on and from

Space shall be provided in each centre for the purpose of posting **Association** notices and a copy of this Award.

## **PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **CLAUSE 11 EMPLOYMENT CATEGORIES**

OPDATE 01:10:2019 on and from

#### **11.1 Weekly hired employment - full time and part time**

The contract of hiring of every employee bound by this Award will, in the absence express to the contrary, be deemed to be hiring by the week be it as a full-time or part-time employee.

#### **11.2 Part-time employment –special conditions**

11.2.1 Any employee employed on less than the established full-time hours for the enterprise may be engaged as a part-time-employee. An employee so engaged shall be paid 1/38 of the weekly rate prescribed herein for the classification for each hour the employee is engaged according to the hours worked.

11.2.2 The provisions of this Award shall apply on a pro-rata basis to any such employee.

#### **11.3 Appointment and probation**

11.3.1 All **Operations employees** shall be on probation from initial engagement with the employer for a term applying to the relevant initial qualifying period as set out in Schedule 2.

11.3.2 All **Administrative and Technical Employees** shall be on probation for a period of three months.

11.3.3 At the conclusion of the relevant probationary period, and whenever necessary prior to that time, the performance of the employee shall be assessed.

11.3.4 In the light of the assessment the probationary period of the employee on probation may be extended up to double the relevant probationary period and the employee shall be provided with a copy in writing of the assessment.

11.3.5 Should the probationary period be extended beyond the initial qualifying period, regular monthly assessments shall be made.

11.3.6 In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

#### **11.4 Casual employment**

11.4.1 A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid 1/38 of the weekly Award wage prescribed herein for the work which the employee performs, plus 25 percent.

11.4.2 A casual employee is entitled to be paid for a minimum of 3 hours on any day that the employee is required to work.

**CLAUSE 12 TERMINATION OF EMPLOYMENT**

OPDATE 24:03:2006 on and from

**12.1 Notice of termination by employer**

- 12.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice (which notice may be given at any time provided that the termination will take effect at the end of a day's work):

*Period of continuous service**Period of notice*

Not more than 1 year at least

1 week

More than 1 year but not more than 3 years

at least 2 weeks

More than 3 years but not more than 5 years

at least 3 weeks

More than 5 years

at least 4 weeks

- 12.1.2 In addition to the notice in 12.1.1, employees over 45 years of age at the time of the giving of notice with not less than 2 years **continuous service** are entitled to additional notice of 1 week.

- 12.1.3 Payment at the ordinary rate of pay in lieu of notice prescribed in 12.1.1 and/or 12.1.2 and/or 13.4.1 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

- 12.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

- 12.1.5 The period of notice in this clause does not apply in the case of:

- (a) dismissal for conduct that at common law justifies instant dismissal
- (b) casual employees
- (c) employees engaged for a specific period of time; or
- (d) for a specified task or tasks.

**12.2 Time off during notice period**

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient employee after consultation with the employer.

**12.3 Statement of employment**

At the employee's request the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

**12.4 Payment in lieu**

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period of which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

## 12.5 Notice of termination by employee

In order to terminate employment an employee must give the employer the following notice (which notice may be given at any time provided that the termination will take effect at the end of a days work):

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	at least 1 week
More than 1 year	at least 2 weeks

Or forfeit the wages appropriate to the said notice period.

## CLAUSE 13 REDUNDANCY

OPDATE 01:10:2019 on and from

### 13.1 Definition

**Redundancy** in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and **redundant** has a corresponding meaning.

### 13.2 Exclusion

- 13.2.1 This clause does not apply to employees with less than 1 year's **continuous service**. The general obligation of employers should be no more than to give such employees an indication of the impending **redundancy** at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.
- 13.2.2 This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees engaged for a specific period of time or for a specified task or tasks.

### 13.3 Discussions before termination

- 13.3.1 Where an employer has made a decision that the employer no longer requires the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer must have discussions as soon as practicable with the employees directly affected and the **Association** Discussions must include:
- (a) the reasons for the proposed terminations;
  - (b) the number and categories of employees likely to be affected;
  - (c) measures to avoid or minimise the terminations).
  - (d) measures to mitigate the adverse effects of any terminations on the employees concerned.
  - (e) the period over which the terminations are likely to be carried out.

13.3.2 For the purpose of such discussion, the employer must as soon as practicable provide in writing to the employees concerned and the relevant **Association**, all relevant information about the proposed terminations, including:

- (a) the reasons for the proposed terminations
- (b) the number and categories of employees likely to be affected;
- (c) the number of workers normally employed; and
- (d) the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which when looked at objectively, would be against the employer's interests.

#### 13.4 Period of notice of termination on redundancy

13.4.1 If the services of an employee are to be terminated due to **redundancy** such an employee must be given notice of termination as prescribed by clause 12.

13.4.2 Employees to whom notification of termination of service is to be given on account of the introduction of proposed introduction by the employer of automation or other technological changes in the service in relation to which the employer is engaged must be given not less than three months notice of termination.

13.4.3 Should the employer fail to give notice of termination as required in 13.4.1 or 13.4.2 the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987*.

#### 13.5 Time off during notice period

13.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

13.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employees must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 13.6 Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of **redundancy** the employer must notify the Commonwealth Employment Service accordingly as soon as possible, giving relevant information including:

- (a) a written statement of the reason(s) for their termination(s);
- (b) the number and categories of the employees likely to be affected; and
- (c) the period over which the termination(s) are intended to be carried out.

### 13.7 Severance pay

- 13.7.1 In addition to the period of notice prescribed in clause 12.1 and 12.1.2 or 13.4.3 an employee whose employment is terminated by reason of **redundancy** is entitled to the following amounts of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance payment</i>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and over	8 weeks

- 13.7.2 The severance pay need not exceed the amount which the employee would have earned if employment with the employer has proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits, and retirement from the workforce.
- 13.7.3 The employer may apply to the **Tribunal** for an order allowing the offsetting of all or part of an employee's entitlement to severance payment on the basis that such payment of part thereof is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on **redundancy** occurring.

### 13.8 Incapacity to pay

The employer may make application to the **Tribunal** for an order to have the severance pay prescription varied on the basis of the employer's incapacity to pay.

### 13.9 Alternative employment

The employer may make application to the **Tribunal** to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

### 13.10 Written notice

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee written notice containing among other things, the following:

- (a) the date and time to the proposed termination of the employee's employment;
- (b) details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated;
- (c) advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

### 13.11 **Transfer to lower paid duties**

Where an employee whose job has become **redundant** accepts an offer of alternative work by the employer the rate for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment has been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

### 13.12 **Employee leaving during notice**

An employee whose employment is terminated on account of **redundancy** may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under the clause as of remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

## PART 5 WAGES AND RELATED MATTERS

### CLAUSE 14 CLASSIFICATIONS AND WAGES RATES

OPDATE 24:03:2006 on and from

The wages and classifications to be paid to employees of the undermentioned classifications for respective hours of work are set out in Schedules 1 and 2 attached to this Award.

### CLAUSE 15 PAYMENT OF WAGES

OPDATE 24:03:2006 on and from

15.1 Employees shall be paid for **ordinary hours** of work at rates of pay set out in Schedule 1.

15.2 Wages shall be paid fortnightly.

15.3 All wages shall be paid by EFT directly into a bank, building society, credit union or other recognised financial institution account.

15.4 A statement of earnings setting out details of the employee's gross pay and details of all deductions shall be provided for each wage payment.

### CLAUSE 16 HIGHER DUTIES / MIXED FUNCTIONS

OPDATE 24:03:2006 on and from

#### 16.1 Operations Employees

An employee defined as an **Operations Employee** (Schedule 2 Parts 1 –3) engaged for more than two hours in work of a classification covered by this Award during one day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift the employee shall be paid the higher rate for time so worked.

#### 16.2 Administrative or Technical Employees

An employee defined as an **Administrative or Technical employee** who is required to perform the whole or substantially the whole of the duties of a higher office for more than one (1) working week, may be paid an allowance which together with the employee's substantive salary equals a total remuneration equivalent to the minimum salary for the higher office. If an employee's substantive salary equals or exceeds this minimum salary or its equivalent for not less than twelve months, the employee may be paid an allowance related to the next increment of the higher office.

### CLAUSE 17 ALLOWANCES

OPDATE 24:03:2006 on and from

17.1 The allowances to be paid to employees are set out in Schedule 3 and shall be increased from time to time in accordance with State Wage Case Decisions.

#### 17.2 Declared field operation

17.2.1 In lieu of the payments specified and the conditions awarded in clauses 18.2, 20, 26 and 16 hereof respectively, all employees whilst actually engaged in a declared field operation as defined in clause 6 shall:

17.2.2 Be paid the following additional percentage of the hourly rate of the salaries specified in clause 14 for each declared field operation day:

- (a) Weekday - 60 per cent
- (b) Saturday - 110 per cent
- (c) Public Holiday (not being a Sunday) - 210 per cent



### 17.3 Whyalla locality allowance

Whyalla locality Officers whose employment necessitates their residing within a radius of eight (8) kilometres of the chief post office at Whyalla shall be paid in addition to the wages prescribed, an amount prescribed in Schedule 3 per week.

### 17.4 Driving licence allowance

Where an employee is required to hold a current driving licence for the performance of the duties of the position held, the employee shall be entitled to full reimbursement of the maintenance of that licence.

### 17.5 Meal allowance

- 17.5.1 An employee required to work overtime at the end of his/her day or shift for more than two hours without being notified on the previous day or earlier that the employee will be so required to work, shall be paid the prescribed meal allowance. For each subsequent four-hour period worked, the employee shall be paid the prescribed meal allowance.
- 17.5.2 If an employee, pursuant to notice, has supplied their own meal and is subsequently not required to work overtime or is required to work less than the amount advised, the employee shall be paid as prescribed for meals which have been supplied and are surplus.
- 17.5.3 Where an employee is required to travel a radius greater than 100 kilometres from the employee's home station (**Operations Employees**) or and where that extends over a meal period as defined in Clause 19 he/she shall unless notified on the previous day or earlier, be paid the prescribed meal allowance.
- 17.5.4 Where an employee engaged in Air Attendant duties is at a location during his/her meal break periods where the usual meal amenities associated with Ambulance Centres are not provided, he/she shall be paid the prescribed meal allowance.
- 17.5.5 Where an employee is called back on duty before he/she has consumed his/her meal break, he/she shall be paid a spoilt meal allowance at the prescribed rate. This allowance shall be only claimable once in any period of ordinary duty and in the case of an employee entitled to the 20 minute paid meal break (as prescribed in clause 19) shall only be claimable if the interruption occurs during the first 10 minutes of that interrupted 20 minute break.

### 17.6 In Service Training Officer allowance

An **Operations Employee** (as defined) classified at Paramedic Level 3 or lower who is suitably qualified and required by the employer to train an employee or employees, shall be paid an allowance per shift or part thereof at the rate prescribed in Schedule 3. This allowance shall be in lieu of any additional claim for higher duties allowance for the performance of this work.

### 17.7 Advanced life support allowance

- 17.7.1 There shall be an allowance payable in respect to a Paramedic Level 1 who has successfully completed training in advanced life support techniques and who in addition is regularly rostered to utilise and practise such additional skills and knowledge.
- 17.7.2 A reference to allowance as prescribed in 17.7.1 shall be paid a weekly allowance as set out in Schedule 3.
- 17.7.3 The Allowance as specified in clause 17.7.1 shall be paid for all purposes of the Award.

- 17.7.4 An officer in receipt of the allowance as specified in 17.7.1 shall maintain such skills and/or knowledge and attend all necessary training programs as directed in the maintenance and enhancement of such skills.

#### 17.8 Spare pool allowance

- 17.8.1 An employee who is rostered regularly to the spare pool shall receive an allowance of 10% in addition to the rates and conditions as prescribed by this Award.
- 17.8.2 The allowance shall not be paid for all purposes of the Award, ie. it is a separate allowance payable and will not be taken into account in the calculation of Long Service Leave or overtime, however, it shall be paid when the employee is on paid sick leave, annual leave, training leave and accrued days off.

#### 17.9 Rolled in rate allowance

- 17.9.1 An employee who is regularly rostered to work continuous shifts as prescribed by clauses 18.2 and/or 18.3 or 18.4 of this Award shall receive an allowance as prescribed by Schedule 3, clause 3.8 in lieu of shift penalties as prescribed by clauses 17.10 and 26.
- 17.9.2 The rolled in rate is variable. Should any components of the rolled in rate change, either party may apply to vary the Award accordingly.
- 17.9.3 The percentage of the rolled in rate shall be calculated as the average penalties payable to operations staff based on the actual standard shift configuration used for metropolitan operations staff as prescribed in clause 18.2 and/or 18.3 or 18.4 (including shift pattern, hours worked per shift pattern and roster cycle; the current penalties for overtime; rostered night shifts; work on public holidays; work on weekends and pay for not being rostered for work on a public holiday). Time accumulating as A.D.O.'s (accrued days off) will be taken into account when calculating the rolled in rate. Schedule 4, clause 4.1 describes the assumptions of the current rolled in rate. The rolled in rate shall be calculated by using the agreed assumptions outlined in Schedule 4.
- 17.9.4 The allowance as prescribed in clause 17.9.1 will be paid for all purposes of the Award, except with respect to the following circumstances:
- (a) Long Service Leave and or payment associated thereto;
  - (b) Any absence on account of sickness or illness where such employee is in receipt of paid sick leave in accordance with this Award which exceeds four weeks duration;
  - (c) Employees receiving salary maintenance in accordance with service policy;
  - (d) Training blocks of three or more days duration
- 17.9.5 Allowances not included in the rolled in rate for metropolitan operations staff are:

	<i>Clause</i>
(a) Shoe allowance	37.2.3
(b) Shift or centre change clause	29
(c) Meal allowance	17.5
(d) Late meal break	19.1.3
(e) Spoilt meal allowance	17.5.5
(f) Uniforms	37
(g) Spare pool allowance	17.8
(h) Advance life support allowance	17.7
(j) In serving training officer	17.6
(k) Driving licence	17.4

	<i>Clause</i>
(l) Whyalla locality	17.3
(m) Declared field operation	17.2
(n) Travel allowance	29

and any other allowance not explicitly herein described, except for allowances in clause 26 and clause 17.10.

- 17.9.6 Entitlement to allowances not included in the rolled in rate will be recorded daily in the time record sheet as prescribed in clause 40, and paid according to Schedule 3 as accrued.

#### **17.10 Penalty rates for shift work and weekend work**

- 17.10.1 For all weekly afternoon and night shifts worked, a penalty of 15 per cent on the ordinary time rate shall apply.
- 17.10.2 For all weekend work (Saturdays and Sundays) a penalty of 50 per cent shall apply.
- 17.10.3 For all public holidays worked during **ordinary hours**, a penalty of 150 per cent shall apply. Such rate referred to in this sub-clause shall be in substitute for and not cumulative upon shift premiums prescribed in clauses 17.10.1 and 17.10.2.

#### **17.11 Accredited driving instructor allowance**

An employee (being an accredited and qualified driving instructor) having completed the relevant training program designated by the employer shall be entitled to receive an allowance as prescribed by Schedule 3 subject to the employee being specifically engaged to:

- (a) Deliver driver education programs;
- (b) Provide remedial assistance to an allocated officer;
- (c) Where required, investigate motor vehicle accidents (MVA) and report to senior management recommending strategies to reduce incident of MVA's;
- (d) Attendance at a meeting, where the reason for attending the meeting is to discharge responsibilities as an accredited and qualified driving instructor.
- (e) Where an employee receives an allowance as prescribed above, such employee shall not be entitled to claim ISTO allowance as prescribed under clause 17.6.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK**

### **CLAUSE 18 HOURS OF WORK**

OPDATE 10:12:2009 1<sup>st</sup> pp on or after (cl. 18.5.4)

#### **18.1 Ordinary hours of work - day workers (non operations employees)**

- 18.1.1 The **ordinary hours** of work shall be 38 per week to be worked in five days from Monday to Friday inclusive, of eight hours per day, between 0600 and 1900 hours.
- 18.1.2 Any person who is required to commence work prior to 0600 hours shall be paid an additional rate of 15% loading for all ordinary time worked before 0700 hours, calculated to nearest quarter hour.
- 18.1.3 An employee's ordinary working hours shall not exceed:
- (a) 38 hours in one week; or
  - (b) 76 hours in 14 consecutive days; or
  - (c) 152 hours in 28 consecutive days, to be worked within the spread of 0600 hours and 1900 hours.
- 18.1.4 In each four-week period, one ordinary working day may be taken as an accrued day off subject to negotiation and agreement between the employer and employee with due regard to organisational requirements.

#### **18.2 Seven-day shift workers (operations employees)**

- 18.2.1 The ordinary working hours of a 7 day shift worker (as defined) shall not exceed 152 hours in 28 consecutive days. Provided that where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 **ordinary hours** is achieved over a period which exceeds 28 consecutive days.
- 18.2.2 The **ordinary hours** of **shift workers** shall be as follows:
- (a) Night shift - any shift finishing after 2400 hours but on or before 0800 hours.
  - (b) Afternoon shift - any shift commencing after 1200 hours but finishing on or before 2400 hours.
  - (c) Day shift - any shift that is not a night shift or afternoon shift as defined above.
  - (d) The day of the week with which a shift day is identified is determined by the day in which the greater portion of the shift is worked.
  - (e) In each four-week period, one ordinary working day may be taken as an accrued day off subject to negotiation and agreement between the employer and employee with due regard to organisational requirements.

#### **18.3 10/14 Shift cycle (Operations Employees)**

- 18.3.1 A 10/14 shift cycle may be worked in two shifts in each 24 hours as follows:
- (a) Day shift of 10 hours
  - (b) Night shift of 14 hours

18.3.2 The duty cycle for each particular shift shall be as follows:

- (a) Two day shifts of duty followed by two night shifts of duty followed by four days off duty.
- (b) The ordinary working hours for shift employees shall be thirty-eight hours per week worked over a cycle of eight weeks for which the roster of hours of duty operates.
- (c) Employees shall be rostered to work an average of forty-two hours per week, of which two hours shall be paid in accordance with the provisions of clause 20 and two hours shall accrue As Accrued Days Off.

#### 18.4 **12/12 Shift cycle (Operations Employees)**

18.4.1 A 12/12 shift cycle may be worked in two shifts in each 24 hours as follows:

- (a) Day shift of 12 hours
- (b) Night shift of 12 hours

18.4.2 The duty cycle for each particular shift shall be as follows:

- (a) Two day shifts of duty followed by two night shifts of duty followed by four days off duty.
- (b) The ordinary working hours for shift employees shall be thirty-eight hours per week worked over a cycle of eight weeks for which the roster of hours of duty operates.
- (c) Employees shall be rostered to work an average of forty-two hours per week, of which two hours shall be paid in accordance with the provisions of clause 20 and two hours shall accrue as Accrued Days Off.

#### 18.5 **On-call (Operations Employees)**

18.5.1 In addition to ordinary working hours, **country employees** will be rostered **on-call** as required, provided that such hours shall not ordinarily exceed 75 hours per fortnight, based on an average of hours worked over a four-week period.

18.5.2 An allowance of 15 per cent of the **base rate** shall be paid to **country employees** rostered to be **on-call** for up to and including 75 hours per fortnight, based upon an average of hours worked in a four-week period.

18.5.3 For **on-call** responsibilities which exceed 75 hours per fortnight (based upon an average of hours worked over a four-week period) **country employees** shall be paid at the rate of 50% of their respective base hourly rate for each hour in excess of the 75.

18.5.4 In addition to the allowance prescribed in 18.6.2, an allowance of 18 per cent of the **base rate** shall be paid to a **country employee** as payment for all work which might be required to be performed during **on call** hours. Such allowance is payable where a **country employee** is regularly rostered **on call**.

18.5.5 Where an employee is called out while on-call at a time that is likely to disrupt a morning or evening meal, the employee is entitled to claim a spoilt meal allowance as provided for in clause 17.5.5

## 18.6 Breaks after "on-call"

- 18.6.1 An employee who is rostered **on-call** and who performs ambulance work during such a period shall be given a 10-hour rest break under the following conditions:
- 18.6.2 Where an ambulance case is of more than three hours duration which finalises between the hours duration which finishes between the hours of 2300 and 0600, the 10-hours break shall apply from the end of the actual period of work.
- 18.6.3 Where work is performed of more than 3 hours duration and is performed between the hours of 2300 and 0600, the 10-hour break shall apply from the end of the actual work performed.
- 18.6.4 If two or more cases are attended during the period between 2300 and 0600 hours, a 10-hour break shall apply from the finish of the actual work of the second or last case.
- 18.6.5 Where, due to operations requirements, an employee is not given a 10-hour break as specified above, then all **ordinary hours** worked until the break is given shall be paid at double time rates. An employee shall be designated as having commenced a break for the purpose of this clause 18.7, even though the employee may be required to be **on-call** at his/her place of residence.

## CLAUSE 19 MEAL BREAKS

OPDATE 10:12:2009 1<sup>st</sup> pp on or after (cl. 19.7)

### 19.1 Operations Employees - Metropolitan

- 19.1.1 A meal break shall commence within the fifth hour of duty or as such alternative time as agreed between the employer and the Association.
- 19.1.2 Each meal break shall be of 20 minutes duration and paid at ordinary rate. Where operation requirements necessitate, the 20-minute paid meal break may commence within the sixth hour of duty without attracting penalty payment.
- 19.1.3 If the meal break is not provided until after the end of the sixth hour of duty, a penalty payment of time-and-a-half is payable and calculated from the end of the fifth hour of duty until the commencement of the meal break.
- 19.1.4 Commencement of meal breaks must be authorised by the relevant Manager.

### 19.2 ATS Ambulance Officer

- 19.2.1 ATS Ambulance Officers shall take a 1/2 hour unpaid lunch break commencing within the fifth hour of duty at an ambulance station with adequate facilities at the discretion of the Coordinator.
- 19.2.2 Crews may obtain their meal prior to the commencement of their break. This should not take longer than five minutes.

### 19.3 Communications employees

A meal break shall commence within the fifth hour of duty or as arranged between the employer and employee, or between the employer and the Association. This break shall be of one hour duration unless otherwise agreed. Where agreed the meal break shall not be less than half an hour and shall be taken without payment. Commencement of meal breaks must be authorised by the relevant Manager.

#### 19.4 Shiftworkers

Shiftworkers shall receive 20 minutes off without deduction of pay after each four hours for the purpose of a meal break, except that where a shiftworker is on day shift from Monday to Friday, they shall take a one hour meal break and without payment.

#### 19.5 Operations Employees - country

- 19.5.1 A meal break shall commence within the fifth hour of duty or at such alternative time as agreed between the employer and the **Association**.
- 19.5.2 This break shall be of one hour duration unless otherwise agreed. Where agreed, it shall not be less than half an hour and shall be taken without payment.
- 19.5.3 Commencement of meal breaks must be authorised by the relevant Manager.
- 19.5.4 Where an employee is required to be available during the meal break prescribed herein, the employee shall be paid at 50 per cent of his ordinary rate.
- 19.5.5 Where the meal break prescribed in clause 19.5.1 is interrupted by a requirement to perform ambulance work, the payment prescribed in clause 19.5.4 will cease, and a penalty at the rate of time-and-a-half shall be paid until the meal break can be recommenced. On recommencement of the meal break, if the employee is again required to be available then the payment prescribed in clause 17.5.1 shall apply until the completion of the meal break.

#### 19.6 Working during a meal break

- 19.6.1 An employee shall be entitled to a break for a meal in accordance with the provisions of this clause. Where a meal break cannot be provided, a penalty payment at the rate of time and a half of ordinary rate shall be paid until the meal break occurs, provided that the penalty shall not be payable if the work is continued pursuant to a request by or on behalf of the employee.
- 19.6.2 Where a meal break cannot be taken during an overtime shift, the relevant overtime penalty payment shall absorb any entitlement for a meal allowance.

#### 19.7 Administrative and Technical Employees

An employee is entitled to a meal break after five hours of duty have lapsed from the recognised start time.

### CLAUSE 20 OVERTIME

OPDATE 01:10:2019 on and from

#### 20.1 Reasonable overtime

An employee may be required to work reasonable overtime.

#### 20.2 Operations Employees

Payment for all time worked in excess of the rostered **ordinary hours** of duty, shall be calculated on the following basis:

- 20.2.1 Monday to Friday inclusive, at the rate of time-and-a-half for the first two hours and double time thereafter.
- 20.2.2 Saturday before 1200 hours at the rate of time-and-a-half for the first two hours, and double time thereafter.
- 20.2.3 Saturday, after 1200 hours and on a Sunday at the rate of double time for all time worked.

- 20.2.4 On Public Holidays all time worked in excess of the rostered shift shall be paid at the rate of time-and-a-half.

### 20.3 **Administrative and Technical Employees**

Payment for all required time worked in excess of the **ordinary hours** of duty shall be calculated on the following basis:

- 20.3.1 Monday to Friday inclusive, at the rate of time-and-a-half for the first two hours and double time thereafter.
- 20.3.2 Saturday before 1200 hours at the rate of time and a half for the first two hours, and double time thereafter.
- 20.3.3 Saturday, after 1200 hours and on a Sunday at the rate of double time for all time worked.
- 20.3.4 Public Holidays all time worked in excess of eight shall be paid at the rate of double time and a half.

### 20.4 **Each day stand alone**

For the purpose of this Part each day shall stand alone in calculating overtime.

### 20.5A **Recall**

Subject to clauses 20.5B.1 to 20.5B.6 an employee, (not being an employee rostered on-call and in receipt of an on-call allowance), recalled to work after having completed their normal daily hours shall be paid for a minimum of three hours work at the appropriate overtime rate as prescribed in clause 20.2.

### 20.5B **Conditions attaching to work performed when on-call (non-operations employees)**

- 20.5B.1 For the purposes of subclauses 20.5B.1 to 20.5B.6, an employee means only those persons classified under Parts 4, 5 and 6 of Schedule 2 of the Award (or under a classification that replaces any of those classifications) who are in receipt of an on-call allowance. Telephone attendance means work performed by an employee from home or some other non-work location in response to work-related requests for assistance.

#### 20.5B.2 *Recall to the workplace*

An employee who is on-call, regardless of classification and salary level (but less than executive level or equivalent) is entitled to payment at overtime rates for all time worked, with a minimum payment of 3 hours (or time off in lieu by agreement) when recalled to work necessitating their attendance at the workplace or other worksite.

#### 20.5B.3 *Telephone Attendance during night hours*

An employee regardless of classification and salary level (but less than executive level or equivalent) who is on-call, is entitled to payment at overtime rates for all time worked with a minimum payment of three hours (or time off in lieu by agreement) for a telephone attendance that commences or concludes between the hours of 11.00 pm and 6.00 am.



#### 20.5B.4 *Telephone Attendance during the day and evening*

20.5B.4.1 An employee participating in an on-call roster as at 18 September 2008 is entitled to payment for a telephone attendance that commences and concludes between 6.00 am and 11.00 pm at the same rate as provided in 20.5B.3 above, provided that the time spent performing such work is at least 15 minutes.

20.5B.4.2 An employee who commences participation in an on-call roster after 18 September 2008 is entitled to payment for a telephone attendance that commences and concludes between 6.00 am and 11.00 pm at overtime rates for all time worked with a minimum payment of 1 hour (or time off in lieu by agreement), provided that the time spent performing such work is at least 15 minutes.

20.5B.5 The provisions in clause 20.7 with respect to breaks (after overtime) apply to an employee who is recalled to work necessitating their attendance at the workplace or other worksite and to an employee who is on-call and who performs work by telephone attendance that commences or concludes after 11.00pm and before 6.00 am on any day.

20.5B.6 When a meal is disrupted due to an employee being recalled to the workplace, a meal allowance will be paid as provided for in clause 17.5.5.

#### 20.6 **No overtime payments**

Payment for overtime shall not extend to any employee paid an allowance in lieu of overtime whose salary (or salary and allowances in the nature of salary) exceeds the classification of Operations Officer Level 1 or above.

#### 20.7 **Breaks (after overtime)**

20.7.1 Where overtime is worked employees should, wherever reasonably practicable, have at least 10 consecutive hours off duty between the end of the overtime period and the commencement of the next shift.

20.7.2 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times will be released after completion of such overtime until they have had 10 consecutive hours off duty. This will be without loss of pay for ordinary working time occurring during such absence.

20.7.3 If on the instruction of his employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double rate of pay until released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time which occurs during such absence.

#### 20.8 **On-Call Conditions for Non operations Employees**

20.8.1 For the purposes of this sub clause, **employee** means only those persons classified under Parts 4, 5 and 6 of Schedule 2 of the Award who are in receipt of an on-call allowance.

20.8.2 An **employee** will not be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an **employee** to be on-call more frequently than this must only be introduced where the **employee** concerned genuinely agrees to it.

- 20.8.3 The frequency, duration etc. of being on-call is to be established through consultation with the **employees** affected and, if requested by the employees, their representatives, having particular regard to work health and safety considerations.
- 20.8.4 **Employees** who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 20.8.5 **Employees** who are on-call will be provided with any equipment required for their work (except where existing Award provisions or other agreed arrangements, which require **employees** to provide their own equipment, are in place).
- 20.8.6 Existing telephone rental and business calls reimbursement provisions contained in the Award, and other manuals of conditions of employment, etc. covering the employees bound by this Award are not affected by these provisions and will continue to apply.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### CLAUSE 21 ANNUAL LEAVE

OPDATE 24:03:2006 on and from

#### 21.1 Entitlement to annual leave

- 21.1.1 A full time employee (other than a casual employee) is entitled to 152 hours annual leave for each completed year of service. A part-time employee shall be entitled to pro-rata equivalent of the full-time entitlement.
- 21.1.2 **Shift workers** - who are rostered to work regularly on Sundays and public holidays shall be entitled to an additional 38 hours annual leave.

#### 21.2 Annual leave exclusive of public holidays

The annual leave prescribed by this clause shall be exclusive of any public holidays prescribed by clause 26. If such holiday falls within an employee's period of annual leave and applies to that employee's ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

#### 21.3 Accrual of annual leave entitlement

- 21.3.1 An employee's entitlement to annual leave accrues as follows for each completed calendar month of continuous service:
- (a) full-time employee: 12.67 hours per calendar month; part-time employees shall be entitled to pro-rata equivalent of the full-time entitlement.
  - (b) full time **shift worker** (as per clause 18.2): 15.83 hours per calendar month)
- 21.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a fulltime employee accrues 12.67 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.
- 21.3.3 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 21.4 Time of taking annual leave

- 21.4.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in clause 25.
- 21.4.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least one calendar month before the period of annual leave is to begin.
- 21.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.
- 21.4.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

## 21.5 Payment for annual leave

- 21.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.
- 21.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with clause 21.3 and which has not been taken.

## 21.6 Annual leave loading

- 21.6.1 Annual leave loading payment is payable on leave accrued in accordance with clause 21.3.
- 21.6.2 During a period of leave, an employee shall be paid a loading calculated on the weekly **base rate** applying at the time the employee commences such leave.
- 21.6.3 The loading shall apply as follows:
- (a) **Shift workers** shall be paid a loading of 20 per cent of the payment prescribed in 21.6.1 and calculated on the salary as set out in clause 14, or the allowances and penalties payable had the officer not been on leave during the relevant period, whichever is the greater;
  - (b) All other employees shall be paid a loading of 17.5 per cent of the payment as set out in clause 21.6.1.

## CLAUSE 22 BEREAVEMENT LEAVE

OPDATE 24:03:2006 on and from

### 22.1 Entitlement to bereavement leave

An employee (other than a casual employee), on the death of a:

- (a) **spouse**;
- (b) parent;
- (c) parent-in-law;
- (d) sister or brother;
- (e) **child** or step-**child**;
- (f) household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

### 22.2 Unpaid entitlement to leave

An employee may take unpaid bereavement leave by agreement with the employer.

### 22.3 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

**CLAUSE 23 PERSONAL LEAVE – INJURY AND SICKNESS**

OPDATE 24:03:2006 on and from

**23.1 Entitlement to personal leave**

An employee (other than a casual employee) who has a personal leave credit:

- 23.1.1 Is entitled to take personal leave if the employee is too sick to work; or
- 23.1.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

**23.2 Accrual of personal leave entitlement**

- 23.2.1 An employee's entitlement to personal leave accrues as follows:
- 23.2.2 For the first year of **continuous service** - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.
- 23.2.3 For each later year of **continuous service**, at the beginning of each year:
  - (a) full-time employee accrues 76 hours.
  - (b) part-time employee accrues pro rata hours in accordance with the following formula:  
  
$$76/38 \times \text{average weekly ordinary hours over the previous 12 months.}$$
- 23.2.4 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

**23.3 Conditions for payment of personal leave**

- 23.3.1 The employee is not entitled to payment for personal leave unless:
  - (a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
  - (b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
  - (c) An employee who claims personal leave shall produce a medical certificate or other reasonable evidence for all absences in excess of one day, except for absences not exceeding one day only on four occasions during each year.
  - (d) He/she shall not be granted personal leave of absence if the inability to work is a result of his/her own misconduct.
  - (e) Sun burn shall not be considered an illness in the terms of this clause.
- 23.3.2 The employee not subject to the provisions of Schedule 4 is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

**CLAUSE 24 PARENTAL LEAVE**

OPDATE 24:03:2006 on and from

**24.1 Definitions**

In this clause, unless the contrary intention appears:

- 24.1.1 **Adoption** includes the placement of a **child** with a person in anticipation of, or for the purposes of, **adoption**.
- 24.1.2 **Adoption leave** means **adoption leave** provided under 24.3.7.
- 24.1.3 **Child** means a **child** of the employee or the employee's **spouse** under the age of one year; or means a **child** under the age of school age who is placed with an employee for the purposes of **adoption**, other than a **child** or step-**child** of the employee, or of the **spouse** of the employee, who has previously lived with the employee for a continuous period of at least six months.
- 24.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:
- (a) on a regular and systematic basis for several periods of employment; or
  - (b) on a regular and systematic basis for an ongoing period of employment,
- and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 24.1.5 **Extended adoption leave** means **adoption leave** provided under 24.3.7(b).
- 24.1.6 **Extended paternity leave** means **paternity leave** provided under 24.3.6.
- 24.1.7 **Government authority** means a person or agency prescribed as a **government authority** for the purposes of this definition.
- 24.1.8 **Maternity leave** means **maternity leave** provided under 24.3.5.
- 24.1.9 **Medical certificate** means a certificate as prescribed in 24.5.1.
- 24.1.10 **Parental leave** means **adoption leave**, **maternity leave**, **paternity leave**, **extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 24.1.11 **Paternity leave** means **paternity leave** provided under 24.3.6.
- 24.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 21.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 24.1.14 **Short adoption leave** means **adoption leave** provided under 24.6.4(c).
- 24.1.15 **Special adoption leave** means **adoption leave** provided under 24.10.
- 24.1.16 **Special maternity leave** means **maternity leave** provided under 24.9.
- 24.1.17 **Spouse** includes a defacto **spouse** or a former **spouse**.

## 24.2 Employer's responsibility to inform

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's **spouse** is pregnant; or
- (c) an employee is adopting a **child**,

an employer must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

## 24.3 Eligibility for and entitlement to parental leave

- 24.3.1 Subject to the qualifications in sub-clause 24.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.
- 24.3.2 For the purposes of this clause *continuous* service is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).
- 24.3.3 An employer must not fail to re-engage a casual employee because:
- (a) the employee or the employee's **spouse** is pregnant; or
  - (b) the employee is or has been immediately absent on **parental leave**.
- 24.3.4 The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 24.3.5 An employee who becomes pregnant is, on production of the required *medical certificate*, entitled to up to 52 weeks of **maternity leave**.
- 24.3.6 A male employee is, on production of the required *medical certificate*, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:
- (a) An unbroken period of up to one week at the time of the birth of the **child**.
  - (b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).
- 24.3.7 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:
- (a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).
  - (b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).

## 24.4 Qualifications on entitlements and eligibility

- 24.4.1 An employee engaged upon casual or seasonal work is not entitled to **parental leave**.
- 24.4.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of *continuous service* with the employer immediately preceding:

- (a) in the case of **maternity leave**, the expected date of birth; or otherwise
- (b) the date on which the leave is due to commence.

24.4.3 The entitlement to **parental leave** is reduced:

- (a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's **spouse** and/or by any period of **special maternity leave** taken by the employee.
- (b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**.
- (c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.

## 24.5 Certificate required

24.5.1 An employee must, when applying for **maternity leave** or **paternity leave**, provide the employer with a **medical certificate** that:

- (a) names the employee or the employee's **spouse**, as appropriate;
- (b) states that the employee or the employee's **spouse** is pregnant; and
- (c) states:
  - the expected date of birth;
  - the expected date of termination of pregnancy; or
  - the date on which the birth took place,

whichever is appropriate.

24.5.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

(a) Parental leave

- the particulars of any period of **parental leave** sought or taken by the employee's **spouse**, and where appropriate;
- that the employee is seeking the leave to become the **primary care-giver** of a **child**.

(b) Adoption leave

- in the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and
- that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.



## 24.6 Notice requirements

### 24.6.1 Maternity leave

An employee must:

- (a) not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
- (b) give not less than four weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and
- (c) notify the employer of any change in the information provided pursuant to 24.5 within two weeks after the change takes place.

### 24.6.2 Employer giving notice

An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

### 24.6.3 Paternity leave

An employee must:

- (a) not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.
- (b) notify the employer of any change in the information provided pursuant to 24.5 within two weeks after the change takes place.

### 24.6.4 Adoption leave

An employee must:

- (a) on receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of **adoption leave** the employee proposes to take.
- (b) in the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.
- (c) as soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- (d) at least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

### 24.6.5 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the **child**; or
- (c) the death of the employee's **spouse**, or
- (d) the requirement that the employee accept earlier or later placement of the **child**,

so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

#### 24.7 Taking of parental leave

- 24.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from **paternity leave** of up to one week at the time of the birth of the **child** or **adoption leave** of up to 3 weeks at the time of the placement of the **child**.
- 24.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 24.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.
- 24.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.
- 24.7.5 Subject to 24.6 and unless agreed otherwise between the employer and employee, an employee may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.
- 24.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the **child**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 24.7.7 Where leave is granted under clause 24.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 24.7.8 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 24.7.9 **Adoption leave** cannot extend beyond the **child's** fifth birthday.
- 24.7.10 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.
- 24.7.11 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with clause 24.17.

#### 24.8 Variation and cancellation of parental leave

- 24.8.1 Without extending an entitlement beyond the limit set by 24.3, **parental leave** may be varied as follows:

- (a) the leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- (b) the leave may be lengthened or shortened by agreement between the employer and the employee.

24.8.2 **Parental leave**, if applied for but not commenced, is cancelled:

- (a) should the pregnancy terminate other than by the birth of a living **child**; or
- (b) should the placement of a **child** proposed for **adoption** not proceed.

24.8.3 If, after the commencement of any **parental leave**:

- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.

24.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.

#### 24.9 **Special maternity leave and personal leave**

24.9.1 If:

- (a) an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under clause 23; or
- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 24.3.5 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.

24.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.

24.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

24.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

#### 24.10 **Special adoption leave**

24.10.1 An employee who has received approval to *adopt* a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

- 24.10.2 An employee who is seeking to *adopt* a **child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.
- 24.10.3 The leave under this clause 24.10 is to be known as **special adoption leave** and does not affect any entitlement under 24.3.
- 24.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.
- 24.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

#### 24.11 Transfer to a safe job - maternity leave

- 24.11.1 If, in the opinion of a legally qualified medical practitioner:
- (a) illness or risks arising out of the pregnancy; or
  - (b) hazards connected with the work assigned to the employee,
- make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.
- 24.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.
- 24.11.3 Leave under this clause 24.11 will be treated as **maternity leave**.

#### 24.12 Part-time work

An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- (a) where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- (b) where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

#### 24.13 Communication during parental leave

- 24.13.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**.

24.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

24.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 24.13.1.

#### 24.14 **Return to Work after Parental Leave**

24.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of **parental leave**.

24.14.2 On returning to work after **parental leave** an employee is entitled:

- (a) to the position which the employee held immediately before commencing **parental leave**; or
- (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

24.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

24.14.4 An **eligible casual employee** who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on **parental leave**.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 24.15 **Annual leave - transitional arrangements**

An employee working part-time under this Part is to be paid for and take any annual leave accrued in respect of a period of full-time employment, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time employment under this clause.

A full-time employee is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this part as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

By agreement between the employer and the employee, the period over which leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

#### 24.16. **Personal leave - transitional arrangements**

An employee working part-time under this Part is to have personal leave entitlements which are applicable to the work concerned (including any entitlement accrued in respect to previous full-time employment) converted into hours.

When any such sick leave entitlement is taken, whether as a part-time employee or as a full-time employee, it is to be debited on the basis of the ordinary hours that the employee would have worked during the period of absence.

## 24.17 Right to request

- 24.17.1 An employee entitled to **parental leave** pursuant to clause 24.3, may request the employer to allow the employee:
- (a) to extend the period of simultaneous unpaid leave provided for in clause 24.3.6(a) and 24.3.7(a) up to a maximum of eight weeks;
  - (b) to extend the period of unpaid **parental leave** provided for in 24.3 by a further continuous period of leave not exceeding 12 months;
  - (c) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,
- to assist the employee in reconciling work and parental responsibilities.
- 24.17.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 24.17.3 The employee's request and the employer's decision made under 24.17.1(b) and (c) must be recorded in writing.
- 24.17.4 Where an employee wishes to make a request under 24.17.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

## 24.18 Termination of employment

- 24.18.1 An employee on **parental leave** may terminate their employment at any time during the period of leave by giving the required notice.
- 24.18.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

## 24.19 Replacement employees

- 24.19.1 A **replacement employee** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on **parental leave**.
- 24.19.2 Before an employer engages a **replacement employee** the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## CLAUSE 25 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 24:03:2006 on and from

### 25.1 Definitions

- 25.1.1 **Personal leave to care for a family member** means leave provided in accordance with this clause.

25.1.2 **Family** - the following are to be regarded as members of a person's family:

- (a) a **spouse**;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

25.1.3 **Personal leave** means leave provided for in accordance with clause 23.

## 25.2 Paid personal leave to care for a family member

25.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a **family** member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 76 hours in any completed year of **continuous service** (pro rata for part-time employees) to provide care and support for such persons when they are ill.

25.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

25.2.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.

25.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

25.2.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.

25.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

25.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employees **personal leave** credit.

## 25.3 Unpaid personal leave to care for a family member

25.3.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.

25.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.

- 25.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

#### 25.4 **Single day absences**

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in Clause 21.4 Time of Taking Annual Leave.

#### 25.5 **Casual employees caring responsibilities**

- 25.5.1 Casual employees are not entitled to ***personal leave to care for a family member*** or bereavement leave but subject to the notice and evidentiary requirements in 22 and 25, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their ***family*** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a ***child***; or
  - (b) upon the death of a ***family*** member.
- 25.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 25.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- 25.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 25.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 25.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

### **CLAUSE 26 PUBLIC HOLIDAYS**

OPDATE 24:03:2006 on and from

#### 26.1 **Prescribed public holidays**

- 26.1.1 Public holidays will be allowed to full-time and part-time employees without deduction of pay:

New Years Day, Australia Day, Good Friday, The Day after Good Friday, Easter Monday, ANZAC Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Christmas Day, Proclamation Day.

#### 26.2 **Penalty rates**

- 26.2.1 Full-time employee required to work within the rostered hours shall be paid at time-and-a-half the ordinary hourly rate of pay.
- 26.2.2 Work performed outside the rostered hours shall be paid at the rate of time-and-a-half the ordinary hourly rate.
- 26.2.3 Part-time employees who work on a public holiday and would have normally worked that day had it not been a public holiday, shall be paid for work performed within rostered hours at time-and-a-half the ordinary hourly rate of pay.



- 26.2.4 Where the work performed outside the ordinary rostered hours on that day is not a day that employee would normally have worked, had it not been a public holiday, they shall be paid at double time and a half the ordinary hourly rate.
- 26.2.5 A casual employee who works on a public holiday payment shall be paid at double time-and-a-half time the ordinary hourly rate.
- 26.2.6 Any employee required to work a public holiday shall be paid a minimum of three hours.

#### **CLAUSE 27 TRADE ASSOCIATION TRAINING LEAVE**

OPDATE 24:03:2006 on and from

- 27.1 An employee who is a member of the Association, shall be allowed leave with pay up to maximum of five days per annum to attend Trade Association Training courses conducted by the Australian Trade Association Training Authority, subject to the following conditions:
- 27.2 Not less than four weeks notice is given by the employee to the employer of the date of commencement of the training course.
- 27.3 That the employer is able to make adequate staffing arrangements during the period of such leave.
- 27.4 That at any one time no more than three employees covered by this Award shall be on leave pursuant to this clause.
- 27.5 That no more than five employees shall be granted leave pursuant to this clause in any one calendar year.
- 27.6 That no more than 25 days leave pursuant to this clause shall be granted to all employees in any one year. Leave taken pursuant to this clause shall be counted for all purposes of the Award and for all purposes of long service leave entitlements.
- 27.7 That an employee shall have completed a period of 12 months service with the employer before preceding on leave pursuant to the clause.

## **PART 8 - MISCELLANEOUS**

### **CLAUSE 28 TRANSFERS**

OPDATE 24:03:2006 on and from

An employee who transfers from one Station to another by the employer shall be reimbursed removal expenses in accordance with the employer's policy, provided that the employer has the right to recover any removal expenses where the employee leaves such Station in less than two years.

### **CLAUSE 29 SHIFT AND/OR STATION CHANGES**

OPDATE 10:12:2009 1<sup>st</sup> pp on or after (cl. 29.8)

- 29.1 Where it is necessary for the employer to transfer an employee from one Station to another or to change his/her roster shift or for those employees who are regularly required to act as relief workers, then the following allowances are payable.
- 29.2 Where an employee is required to change shift times with less than 48 hours notice, a payment as set in Schedule 3.9 for the first change is made. If the employee stays on that changed shift, then no further allowances are payable, nor is an allowance payable on return to his/her rostered shift times.
- 29.3 Where an employee is required to work from a Station other than to which the employee was rostered with less than 48 hours notice of change being given, and where the employee is disadvantaged by virtue of this move, i.e. is required to travel further than the distance from home to a rostered station, a payment as set out in Schedule 3.10 from the said first change is to be made. No further payment is made if the employee remains at the new Station, nor if the employee is required to change back to his/her rostered Station. However, as the change will involve travelling beyond that Station which was rostered, the employee will be able to claim the additional kilometres travelled each day beyond the rostered Station at the prescribed rate per kilometre.
- 29.4 Where the employee is required to change shift with more than 48 hours but less than seven days notice, a payment as set out in Schedule 3.11 for the first changed shift, then no further allowances are payable on return to his/her rostered shift times.
- 29.5 Where an employee is required to work from a Station other than that to which the employee was rostered with more than 48 hours but less than 7 days notice, and where the employee is disadvantaged by virtue of this move, i.e. is required to travel further than the distance from his/her rostered Station, a payment as set out in Schedule 3.12 is to be made. No further payment is made if the employee remains at the new Station, nor if the employee is required to change back to his/her rostered Station. However, as the change will involve travelling beyond that Station which was rostered, the employee will be able to claim the additional kilometres travelled each day beyond the rostered Station at the prescribed rate per kilometre.
- 29.6 Where an employee is required to change Stations and is given more than seven days notice of such change, no allowance is payable. However, if the employee concerned is regularly rostered to a particular Station and is required to travel for an extended relief period to another Station, then the travelling allowance at the prescribed rate per kilometre for the distance travelled further than that which he/she normally does, is to be made.
- 29.7 The prescribed rate per kilometre contained in clauses 29.5 and 29.6 is set out in Schedule 3.13 and shall be increased from time to time in accordance with State Wage Case Decisions.

29.8 Where it is necessary for an Ambulance Officer or Paramedic to be contacted at his/her residence to advise him/her of change of shift and/or Station, that officer will be contacted by telephone (where connected) or by message to his/her residence, provided that such contact is not made during the following hours:

29.8.1 For 6.00 am starts - 10.00 pm to 5.00 am.

29.8.2 For later starts - 10.00 pm to 6.00 am.

### **CLAUSE 30 SUPERANNUATION**

OPDATE 24:03:2006 on and from

30.1 An employee shall be required to join the SA Ambulance Superannuation Fund, subject to passing any prescribed medical examination. The employer shall deduct the premium applicable from the employee's wage in fortnightly amounts.

30.2 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

30.3 **Ordinary time earnings** for the purpose of this Award shall mean the base wage of salary prescribed to the position and include shift and weekend penalties to the position, Whyalla loading, on-call payments, and in respect to Country Ambulance Officers and Paramedics, payments for work performed during on call periods. All other payments including overtime, annual leave loading and payment in lieu on termination are excluded.

### **CLAUSE 31 MAINTENANCE OF CONTINUOUS SERVICE**

OPDATE 24:03:2006 on and from

#### **31.1 Maintenance of continuous service**

Except otherwise indicated, service is deemed to be continuous despite:

31.1.1 Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

31.1.2 Absence of the employee from work for any cause by leave of the employer.

31.1.3 Absence from work on account of illness, disease or injury.

31.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

31.1.5 Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the Act or the *Long Service Leave Act 1987*.

31.1.6 Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute of the employee returns to the service of the employer in consequence of the settlement of the dispute.

31.1.7 Transfer of employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

31.1.8 Interruption or termination of the employee's service by the employer for any reason other than those referred to in this Clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

### 31.2 **Calculation of period of service**

31.1.1 Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- (a) to the extent that the employee receives or is entitled to receive pay for the period; or
- (b) where the absence results from a decision of the employer to stand the employee off without pay.

## PART 9 - TRAINING AND RELATED MATTERS

### CLAUSE 32 TRAINING QUALIFICATIONS, STANDARDS AND EXAMINATIONS

OPDATE 24:03:2006 on and from

- 32.1 Employees will be required to attend refresher courses, undergo training in use of new equipment, treatment or techniques, or other matters necessary to the duties or requirements of the Ambulance Service.
- 32.2.1 Courses available and conducted at the Ambulance Education Unit, will be at the employer's expense and in the employer's time.
- 32.2.2 When an employee undertakes an approved course of instruction in his own time at an educational Institute, the actual tuition fees of such course shall be borne by the employer.
- 32.2.3 Where a **country employee** is required to undertake a course of study or training at a location appointed by the employer, the employer and employee should by mutual arrangement decide on mode of travel and the employer shall reimburse the employee all approved expenses of travelling and pay ordinary rates whilst travelling up to a maximum of eight hours per day.
- 32.3 The employer will:
- 32.3.1 Arrange education and training for each classification with Parts 1, 2 and 3 of Schedule 1.
- 32.3.2 Define standards/competencies required for each classification as set out in Parts 1, 2 and 3 of Schedule 1.

## **PART 10 - WORK HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

OPDATE 01:10:2019 on and from

### **CLAUSE 33 PERSONAL PROPERTY**

OPDATE 24:03:2006 on and from

The employer will replace or repair any employee's watch and/or spectacles, including prescription sunglasses, used in the course of employment which are lost, damaged or destroyed other than through the employee's own gross negligence, up to a maximum of \$200 per item. The employer will require the employee to furnish a statutory declaration setting out the circumstances of loss, damage or destruction.

### **CLAUSE 34 INOCULATIONS AND VACCINATIONS**

OPDATE 24:03:2006 on and from

The employer shall make provision for vaccinations and injections as may be considered beneficial by SA Ambulance Service to the employee for the prevention of contagious infection, provided that it shall not be compulsory for any employee to be subject to inoculations and/or vaccinations.

### **CLAUSE 35 MEDICAL EXAMINATION**

OPDATE 24:03:2006 on and from

Each employee shall, when required, produce to the employer a medical certificate signed by a legally qualified Medical Practitioner stating that the employee has been medically examined and stating that an opinion of the employee's capabilities or otherwise to carry out the duties as applicable to his classification, provided that all costs of the examination shall be borne by the employer.

### **CLAUSE 36 PROTECTIVE CLOTHING**

OPDATE 24:03:2006 on and from

Where protective clothing and safety appliances are required, they shall be worn in accordance with safety regulations and procedures. Such items shall be provided free of cost for the use of employees and an adequate supply of same shall be maintained. All such items shall remain the property of the employer.

### **CLAUSE 37 UNIFORMS**

OPDATE 10:12:2009 1<sup>st</sup> pp on or after (cl. 37.2.1)

#### **37.1 Operations Employees (on road)**

37.1.1 Employees will be issued with and shall in accordance with the dress regulations as are amended from time to time, uniform requirements depending on seasonal conditions. Upon commencement, a limited issue of clothing shall be made, and the issue shall be completed by the employer to the employee upon the satisfactory completion of the three months probationary period.

37.1.2 The male issue of clothing shall be:

2 Tunics

4 pairs of trousers, or alternatively, 3 pairs of trousers and 2 pairs of shorts and 3 pairs of long walk socks

1 Cap

6 shirts

1 tie and 1 tie bar

1 fully-enclosed waterproof suit with hood

1 pair of combination overalls or dustcoat

1 Regulation uniform belt

1 Personal carry bag

4 Pairs short black socks

Country officers will be issued with, in addition to the above:

3 additional shirts

3 additional pairs of socks

37.1.3 The female issue of clothing shall be:

2 Tunics

4 pairs of slacks, or alternatively, 3 pairs of slacks and 2 skirts

1 cap

6 shirts

1 tie and tie-bar

1 fully-enclosed waterproof suit with hood

1 pair of combination overalls or dustcoat

1 regulation uniform belt

1 personal hand bag

4 pairs of socks/4 pairs of stockings

Country officers will be issued with, in addition to the above:

3 additional shirts

3 additional pairs of socks

37.1.4 Provided that any of the above items in the possession of the employee at the time of engagement of service shall be deemed to have been issued to him at that time.

37.1.5 Such issue shall not apply to service technicians.

37.1.6 Items of clothing issued shall be replaced on production of proof that the previous issue is unserviceable by fair wear and tear.

37.1.7 Receipt of issue of the aforementioned items of clothing will be acknowledged by the employees on an appropriate record maintained by the employer for the purpose.

37.1.8 Deficiencies or missing items will be paid for by employees at 60 per cent cost of replacement.

37.1.9 On voluntary or other termination of his services, the employee will return to the employer all current items of personal issue in his possession.

## 37.2 Other classifications

37.2.1 Employees will be issued with and shall wear in accordance with the dress regulation as are amended from time to time, uniform requirements depending on seasonal conditions. Upon commencement, a limited issue of clothing shall be made, and the issue shall be completed by the employer to the employee upon the satisfactory completion of the three months probationary period.

37.2.2 The issue of clothing shall be set out in the Policies and Procedures Manual.

37.2.3 There shall be an annual allowance as set out in Schedule 3 from the employer to the employee for the purchase of approved footwear. This shoe allowance shall be increased from time to time in accordance with State Wage Case Decisions.

37.2.4 Provided that any of the issued items in the possession of the employee at the time of the engagement of service shall be deemed to have been issued to him/her at that time.

37.2.5 Items of clothing issued shall be replaced on production of proof that the previous issue is unserviceable by fair wear and tear.

- 37.2.6 Receipt for issue of items of clothing will be acknowledged by the employees on an appropriate record maintained by the employer for the purpose.
- 37.2.7 Deficiencies or missing items will be paid for by employees at 60 per cent cost of replacement.
- 37.2.8 On the voluntary or other termination of his/her services, that employee will return to the employer all current items of personal issue in his/her possession.



## **PART 11 - AWARD COMPLIANCE AND ASSOCIATION RELATED MATTERS**

### **CLAUSE 39 INTERPRETATION AND VARIATION OF AWARD**

OPDATE 24:03:2006 on and from

An employee may, at any time during the currency of the award, confer with the employer to determine matters arising out of this award.

### **CLAUSE 40 TIME RECORD**

OPDATE 24:03:2006 on and from

Each employee shall enter daily on the time record sheet provided for the purpose by the SA Ambulance Service accurate details of the time of reporting for duty, cessation of duty, length of meal break and other statistical information regarding type of duty performed.

### **CLAUSE 41 INDUSTRIAL DELEGATE**

OPDATE 24:03:2006 on and from

**Association** officials or their nominees shall be permitted to discuss industrial matters with employees during normal hours of employment, providing on their arrival, the delegates firstly contact the officer in charge or in the absence of the officer in charge, the most senior officer.

## **PART 12 - INJURY AND INCOME PROTECTION**

### **CLAUSE 42 ADDITIONAL COMPENSATION FOR CERTAIN WORK-RELATED INJURIES OR ILLNESSES**

OPDATE 30:09:1987 on and from

The employer must pay and/or provide benefits pursuant to Schedule 6 of this Award.

**SCHEDULE 1 - WAGES**OPDATE 01:07:2023 1<sup>st</sup> pp on or after**PART 1 - OPERATIONAL – PATIENT TRANSFER SERVICE STREAM**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>	<i>Supplementary Payment \$</i>
PTS 1.1	Ambulance Officer	916.90	68.16
PTS 1.2	Ambulance Officer	970.40	58.04
PTS 1.3	Ambulance Officer	1,050.00	39.18
PTS 1.4	Ambulance Officer	1,129.70	7.53
ESS 1.1	ESS Ambulance Officer	1,129.70	
ESS 1.2	ESS Ambulance Officer	1,063.10	
PTS 2.1	Team Leader	1,249.10	76.37
PTS 2.2	Team Leader	1,328.90	

**PART 2 - OPERATIONAL – PROFESSIONAL (EMERGENCY) STREAM****Sponsored Paramedic Degree Program**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
SPDP 1	Probationary Ambulance Officer	916.90
SPDP 2	Student Ambulance Officer	996.50
SPDP 3	Student Ambulance Officer	1,063.10
SPDP 4	Student Ambulance Officer	1,142.80

**Intern**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
1.1	Intern	1,142.80
1.2	Intern	1,195.80

**Paramedic**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
2.1	Paramedic, Paramedic Defined Practice	1,302.40
2.2	Paramedic, Paramedic Defined Practice	1,355.60
2.3	Paramedic	1,408.60
2.4	Paramedic	1,462.00
2.5	Paramedic	1,514.80
2.6	Paramedic	1,568.40

**Clinical Instructor**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
2.5	Clinical Instructor	1,514.80
2.6	Clinical Instructor	1,568.40
3.2	Clinical Instructor	1,621.10
3.3	Clinical Instructor	1,674.40

**Intensive Care Paramedic (ICP)**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
3.1	Intensive Care Paramedic Intern	1,594.70
3.2	Intensive Care Paramedic	1,621.10
3.3	Intensive Care Paramedic	1,674.40
3.4	Intensive Care Paramedic	1,727.70
3.5	Intensive Care Paramedic	1,780.80

**SPRINT Paramedic**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
3.2	SPRINT Paramedic	1,621.10

**Paramedic Team Leader: Clinical (CTL), EES (ESSTL), Regional (RTL), Paramedic Development Intern Team Leader (PDITL)**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
3.4	CTL/RTL <12 reports	1,727.70
3.5	CTL/RTL <12 reports	1,780.80
4.1	EES TL	1,860.10
4.2	EES TL	1,913.50
4.3	CTL/RTL/PDITL < 12 reports; ESS CTL	1,966.70
4.4	CTL/RTL/PDITL < 12 reports; ESS CTL	2,020.10

**Intensive Care Paramedic Team Leader: Clinical (CTL), Regional (RTL), Area (ACTL)**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
4.1	CTL/RTL < 12 reports	1,860.10
4.2	CTL/RTL < 12 reports	1,913.50
5.3	CTL/RTL < 12 reports, ACTL	2,232.60
5.4	CTL/RTL < 12 reports, ACTL	2,285.40

**Special Operation Team (SOT), Extended Care Paramedics (ECP)**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
4.1	SOT ICP, ECP	1,860.10
4.2	SOT ICP, ECP	1,913.50
4.3	SOT ICP, ECP	1,966.70
4.4	SOT ICP, ECP	2,020.10
5.1	SOT/Retrieval ICP	2,099.50
5.2	SOT/Retrieval ICP	2,152.60
5.3	SOT/Retrieval ICP	2,232.60
5.4	SOT clinical Team Leader	2,285.40

**Clinical Education, Support and Governance**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
4.2	Clinical Educator	1,913.50
5.3	Clinical Support Officer	2,232.60
5.4	Clinical Support Officer	2,285.40

**Operational Management**

<i>Pay point</i>	<i>Classification</i>	<i>Weekly rate \$</i>
6.1	Clinical Manager, Patient Services Manager, Risk and Safety Manager, Special Operations Manager, State Duty Manager, Operations Manager Performance & Logistics, Manager Emergency Preparedness, Business Operations Manager, Manager Clinical Governance	2,551.30

**PART 3 - COMMUNICATIONS STREAM**

<i>Classification</i>	<i>Per week \$</i>
Trainee Call Taker	894.10
Probationary Call Taker	992.90
Call Taker	1,091.80
Probationary Coordinator	1,183.10
Coordinator Level 1	1,253.90
Coordinator Level 2	1,313.20
Coordinator Level 3	1,369.40
Coordinator Level 4	1,418.60
Communications Team Leader	1,517.70

**PART 4 - CLERICAL AND ADMINISTRATIVE STREAM**

The following percentages will apply for Junior Employees

Under 17 years of age	50%
Under 18 years of age	60%
Under 19 years of age	70%
Under 20 years of age	80%
Under 21 years of age	90%

The percentages above will apply to the adult rate for Level 1A, Level 1B or Level 1C depending on the work performed by the junior employee.

<i>Classification</i>	<i>Per week \$</i>
Level 1A	976.20
Level 1B	1,018.20
Level 1C	1,066.30
Level 2	1,142.80
Level 3	1,183.10
Level 4	1,222.60
Level 5	1,270.90
Level 6	1,318.60
Level 7	1,384.60

**PART 5 - SENIOR ADMINISTRATIVE AND TECHNICAL STAFF STREAM**

<i>Classification</i>	<i>Per week</i>
	\$
LEVEL 1	
1st Increment	1,488.30
2nd Increment	1,552.40
LEVEL 2	
1st Increment	1,616.10
2nd Increment	1,688.60
LEVEL 3	
1st Increment	1,768.60
2nd Increment	1,864.60
LEVEL 4	
1st Increment	1,960.50
2nd Increment	2,072.20

**PART 6 - TECHNICAL, TRADE AND SUPPORT STAFF STREAM**

<i>Classification</i>	<i>Per week</i>
	\$
STORES	
Stores Officer 1st year	1,019.10
Stores Officer 2nd year	1,039.10
BUILDING SERVICES	
Building Services Officer	
1st Year	1,058.10
2nd Year	1,086.90
Senior Building Service Officer	1,139.60
Building Services Officer (Specialist)	1,162.90
Building Services Supervisor	1,310.80
VEHICLE WORKSHOP	
Detailer	996.50
Trades Assistant	1,066.40
Service Technician	
1st Year	1,058.10
2nd Year	1,090.20
Senior Service Technician	1,139.60
Service Technician (Specialist)	1,183.10
Advanced Service Technician	1,202.90
TECHNICIANS	
Technical Assistant	
1st Year	975.10
2nd Year	1,041.80
Technician	
1st Year	1,135.50
2nd Year	1,191.40
Technician (Specialist)	1,214.00
Technical Officer	
1st Year	1,246.80
2nd Year	1,310.80
Technical Officer (Specialist)	1,399.70

The wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

### **SAFETY NET ADJUSTMENTS**

The rates of pay in this Award include the safety net adjustment payable under the *2023 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2023 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

### **ECONOMIC INCAPACITY APPLICATIONS**

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2023 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2022*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

## SCHEDULE 2 - CLASSIFICATIONS

OPDATE 01:10:2019 on and from

### PART 1 - OPERATIONS - EMERGENCY STREAM

**Probationary Ambulance Officer** - means an employee who is engaged to provide clinical care and transport in accordance with the Ambulance Service clinical care guidelines and quality assurance objectives. The employee is subject to an initial qualifying period of 22 weeks duration.

**Ambulance Officer Level 1** - means an employee who is engaged to provide clinical care and transport who has successfully completed the probationary period.

**Ambulance Officer Level 2** - means an employee who is engaged to provide clinical care and transport for the Ambulance Service and who has successfully completed a further 28 service weeks as a Ambulance Officer Level 1 and the relevant requirements of the Diploma of Applied Science (Ambulance Studies).

**Ambulance Officer Level 3** - means an employee who is engaged to provide clinical care and transport for the Ambulance Service and who has successfully completed a further 28 service weeks as a Ambulance Officer Level 2 and the relevant requirements of the Diploma of Applied Science (Ambulance Studies).

**Paramedic Level 1** - shall mean an employee who is engaged to provide clinical care and transport who has successfully completed all the relevant requirements of the Diploma of Paramedical Science (Ambulance) or equivalent and has authority to practice ambulance protocols (Advanced Life Support – without cannulation and/or MTS Paramedic Guidelines).

**Paramedic Level 3** - shall mean either:

1. an employee who is engaged to provide clinical care and transport for the Ambulance Service who has successfully completed a further 28 weeks service as a Ambulance Officer Level 3 and the relevant requirements of the Diploma of Applied Science (Ambulance Studies); or
2. an Employee qualified and authorised to practice as a Paramedic Level 3 in accordance with the full emergency guidelines of practice.

**Intensive Care Paramedic** - means a Paramedic Level 3 appointed as an Intensive Care Paramedic who performs duties according to the protocols and practices of the SA Ambulance Service and who in addition has successfully completed the Intensive Care Paramedic Training Program whose duties shall include but shall not be confined to:

1. Undertake appropriate training;
2. Participate in Quality Assurance Activities related to this role;
3. Undertake regular accreditation as required;
4. Participate in teaching Ambulance Officers, Paramedics and Paramedic students;
5. Treat patients in the manner defined by paramedic protocols and procedures;
6. Comply with all specific drug regulations;
7. Participate in case audits.



**Paramedic Clinical Team Leader** – means an employee who is appointed to lead an operating team of the SA Ambulance Service whose duties shall substantially include but not confined to:

1. Efficiently and effectively provide ongoing front line clinical leadership to the team and provide high quality patient care and transport.
2. Ensure through effective leadership and support that the delivery of patient care by the Team is delivered in a professional manner in accordance with the Emergency Ambulance Service Patient Care Protocols.
3. Ensure, by demonstrating effective leadership and by example that the Team operates in a manner consistent with the Operational Procedures of the SA Ambulance Service.
4. Support the Shift Manager/Area Manager in the creation and maintenance of a dynamic and professional team encouraged to strive for the standards of excellence consistent with the Ambulance Service Mission Statement and its Code of Ethics.
5. Develop and maintain a consistent, effective, Continuing Education Program for the Team.
6. Assist in the promotion of the professional standing of the Ambulance Service.
7. Carry out other duties as required within the scope of the position.

**Intensive Care Paramedic Clinical Team Leader** - means an employee who is appointed to lead an operations team as above and has authority to practice the Intensive Care Paramedic guidelines

**Special Operations and Tactics Paramedic** - means an Intensive Care Paramedic who, in addition to their high level of clinical skill, are specially trained to access patients who are not able to be reached by regular ambulance crews and provide specialist clinical and operational services

**Special Operations and Tactics Clinical Team Leader** - means an employee appointed to head a team of rescue paramedics within SA Ambulance Service whose duties shall substantially include but not confined to:

1. Provision of ongoing clinical leadership to the Special Operations Team as a participating member;
2. Ensuring that the Team maintains competency in all aspects of search and rescue and helicopter operations;
3. Ensuring that the Team understands and is able to operate in a safe working environment in accordance with the requirements of the Occupational Health Safety & Welfare Act (as amended);
4. Establishing and maintaining effective communication networks with other health care professions and relevant agencies.

**Metropolitan Area Manager/Shift Manager** - means an employee who is appointed to lead and or coordinate an operations team/s within the SA Ambulance Service whose duties shall substantially include but are not confined to:

1. Ensuring the delivery of patient care by Ambulance Officers, Paramedics and ATS Officers and the conduct of Ambulance personnel are consistent with the Clinical and Operational Procedures of the SA Ambulance Service;
2. The assessment and management of major incidents in accordance with the Major Incident Procedure of the SA Ambulance Service;

3. Where appropriate, effectively, efficiently and economically manage allocated areas of responsibility (teams/Portfolios);

**Staff Officer Level 1** - means an employee who is appointed as such to participate in the provision of administrative support for Ambulance Service Management. Duties shall substantially include but not be limited to the provision of secretariat, planning, research, investigation, intelligence and liaison duties.

**Staff Officer Level 2** - means an employee who is appointed as such to participate in the management or coordination of initiatives and project in support of the Ambulance Service Management. Duties shall substantially include but not be limited to the provision of, planning, research, peer support, counselling, investigation, intelligence and liaison duties

**Staff Officer Level 3** - means an employee who is appointed as such to participate in the higher level management or coordination of initiatives and project in support of the Ambulance Service Management. Duties shall substantially include but not be limited to the provision of, planning, research, counselling, investigation, teaching and liaison duties.

## **PART 2 - OPERATIONS - AMBULANCE TRANSFER STREAM (ATS)**

**ATS Officer Level 1** - means an employee who is engaged to provide clinical care and transport service in accordance with the Ambulance Transfer Service clinical care guidelines and quality assurance objectives. The employee is subject to an initial qualifying period of 22 weeks duration.

**ATS Officer Level 2** - means an employee who has successfully completed the probationary period.

**ATS Officer Level 3** - means an employee who has successfully completed the relevant education components related to the Ambulance Transfer Stream and a minimum of eighteen calendar months continuous and relevant service.

**ATS Officer Level 4** - means an employee who has successfully completed the relevant education components related to the Ambulance Transfer Stream and a minimum of three calendar years continuous and relevant service as an ATS Officer;

## **PART 3 - COMMUNICATIONS STREAM**

**Probationary Call Taker** - means an employee who is engaged to undertake the Ambulance Communications (Call Taking) Training Program

**Call Taker Level 1** - means an employee who is engaged as a Probationary Call Taker and has successfully completed the initial training period.

**Call Taker Level 2** - means a Call Taker Level 1 who has successfully completed the 22 week probationary period and the relevant requirements of the Certificate Level 3 in Ambulance Communications (Call Taking).

**Trainee Co-ordinator** - shall mean a Call Taker Level 2 who is appointed to undertake training as a Co-ordinator. The Trainee Co-ordinator must undertake the Certificate Level 4 in Ambulance Communications (Call Taking).

**Co-ordinator Level 1** - shall mean a Trainee Co-ordinator who had successfully completed Certificate Level 4 Ambulance Communications (Call Taking).

**Co-ordinator Level 2** - shall mean a Co-ordinator Level 1 who has successfully completed the Certificate Level 4 in Ambulance Communications (Call Taking) and a further 52 weeks service as a Co-ordinator Level 1. In addition, a Co-ordinator Level 2 shall be required to mentor the development of other Co-ordinators.

**Co-ordinator Level 3** - shall mean a Co-ordinator Level 2 selected and appointed as a Co-ordinator Level 3 subject to the successful attainment of the relevant competencies for a Regional Communications Co-ordinator.

**Co-ordinator Level 4** - shall mean a Co-ordinator Level 3 who has been selected and appointed to Level 4 subject to the following:

1. Completion of a minimum of 52 weeks service as a Co-ordinator Level 3;
2. Completion of the recommended leadership and development programs;
3. Demonstrated competency in all areas within the Communications Centre.

**Communications Team Leader** - means an employee appointed to provide leadership to Communications Teams within the Communications Centre.

## **PART 4 - CLERICAL AND ADMINISTRATIVE STREAM**

### **Level One**

1. Staff shall enter the Service at Level 1A and will be required to have keyboard skills and undertake basic clerical and reception duties. In addition the following functions have been identified as appropriate to clerical work at this level:

<i>No.</i>	<i>Function</i>
1	Subscriptions
2	Case Card Entry
3	Clinics
4	Cashier
5	Bad Debts
6	Monthly Accounts
7	Central Records
8	Country Administration
9	Debtors Accounts
10	Creditors Accounts
11	Payroll
12	Supply
13	Operational Support
14	Secretarial

#### **1. Subscriptions**

- 1.1 Responsible for the receipt, offset and balancing of subscription payments received through the mail and via chemist agencies.
- 1.2 Update of subscription file including deletions, additions and dependant information.
- 1.3 Sundry: Telephone enquires and filing.

#### **2. Case cards**

- 2.1 Receipt and sorting of case cards including hospital order entry.
- 2.2 Data entry of case cards including the decision of who, if anyone, is to be charged. Involves knowledge of Metropolitan, Country and Air Ambulance systems.
- 2.3 Reconciliation of case cards processed and recreation of missed records.
- 2.4 Sundry: Filing related to case card documentation, telephone enquires, and preparation of journals.

### 3. Clinics

- 3.1 Receipt and sorting of Clinic Case Cards including hospital order entry. 3.2 Data entry of Clinic case cards including the decision of who, if anyone, is to be charged.
- 3.3 Reconciliation of case cards processed and recreation of missing records.
- 3.4 Receipting of Clinic payments both monthly and individual.
- 3.5 Reconciliation, balancing and forwarding of monthly accounts to hospital etc.
- 3.6 Preparation and entry of write-off and recharging journals.
- 3.7 Sundry: Filing related to Clinic Case card documentation and telephone enquires.

### 4. Cashier

- 4.1 Receipt and processing of 'over the counter' payments for both subscriptions and transport accounts.
- 4.2 General reception duties.
- 4.3 Balancing and preparation of daily banking.
- 4.4 Reconciliation, balancing and reimbursement of Petty Cash and Travelling Floats.

### 5. Deptors

- 5.1 Responsible for the follow-up of accounts including reminder notices.
- 5.2 Responsible for the audit of aged accounts and for deciding when an account should be placed in the hands of our debt collection agency.
- 5.3 Liaison with agency and provide any additional information required.
- 5.4 Processes payments received by mail.
- 5.5 Reconcile payments received via the debt collection agency and the processing of the same.
- 5.6 Reconcile commission due to agency and draw relevant cheques.
- 5.7 Responsible for the write-off of uncollectible accounts and preparation of write-off journals.
- 5.8 Sundry: Filing of related documentation and telephone enquires.

### 6. Monthly accounts

- 6.1 Reconciliation, balancing and forwarding of monthly accounts.
- 6.2 Processing and offset of payments related to these accounts.
- 6.3 Responsible for the recharging or write-off of unpaid accounts and for the follow-up of late payments.
- 6.4 Responsible for both the offset of payments and the drawing of cheques for part retrieval accounts.
- 6.5 The balancing, and processing of all journals related to Metropolitan, Country and Air Ambulance Accounts.
- 6.6 Sundry: Filing of relevant documentation and telephone enquires.

### 7. Central records

- 7.1 Mail: Assisting in the opening and distributing all incoming organisational mail, and the dispatch, and departmental charging of outgoing mail.
- 7.2 Record Retention: Archival and recording of documents in accordance with statutory requirements and/or organisational policy.
- 7.3 Sundry: Coordinating circular distribution, maintaining up to date policies and procedures manual, distribution of stationery orders.

## 8. Country administration

- 8.1 Payroll checking: Checking of fortnightly payroll reports to time sheets to verify processing accuracy.
- 8.2 Reserve accounts: The recording and reporting of Reserve Account receipts and payments.
- 8.3 Creditors: The preparation of creditor related documentation eg. Cheque requestions and creditor slips for authorisation by Regional Director Superintendent/Station Officer and subsequent payment by Headquarters.
- 8.4 Sundry: Word processing, receptionist and telephone duties, administration of petty cash, case card checking and sorting.
- 8.5 Collation of information associated with budget, statistical information etc.
- 8.6 Control of petty cash imprest system.
- 8.7 Assistance in the clerical and administration tasks as agreed.

## 9. General accounts - debtors

- 9.1 Credit control: Reconciliation and follow-up of outstanding accounts and where necessary placement of same in hands of debt collectors.
- 9.2 Transaction processing: Data entry of all related documentation including invoices, credit notes, etc.
- 9.3 Receipting and Banking: The offsetting of cash and cheque receipts against individual debtor/general ledger accounts. The preparation of bank lists and other documentation necessary for banking purposes.
- 9.4 Sundry: Filing of related documentation, the handling of phone enquires, cheque drawing, document searches, masterfile maintenance, updating the accounts receivable manual etc.

## 10. General accounts - creditors

- 10.1 Payment of Accounts: Reconciliation of supplier statements to the creditors ledger and the subsequent payment of same. The payment of sundry accounts not processed through the creditor ledger.
- 10.2 Transaction processing: Data entry of all related documentation including invoices, credit notes, journals, etc necessary to facilitate the payment of accounts.
- 10.3 Sundry: Filing of related documentation, the handling of supplier phone enquires, document searches for budgetary purposes, masterfile maintenance etc, updating the accounts payable manual.

## 11. Payroll

- 11.1 Time sheet processing: Processing of fortnightly time sheets into the payroll system. A broad understanding of awards is required.
- 11.2 Payroll completion: Assist in the reconciliation and distribution of the payroll.
- 11.3 Sundry: Filing of employee records and reports, masterfile changes, maintenance of deductions banking details deductions, assist in answering payroll queries.

## 12. Supply

- 12.1 Receiving of goods: Processing of goods receipt dockets into system once physically received by Store.
- 12.2 Invoice Matching: The process of matching and posting supplier invoices in terms of quality and price to purchase orders.
- 12.3 Sales: Processing all related documentation necessary to fill customer orders and the printing of appropriate documentation ie. packing slips, invoices etc.
- 12.4 Sundry: Filing of all related documentation, word processing, reception and telephonist duties.

### 13. Operational support

- 13.1 Capture operational data through computer system.
- 13.2 Co-ordinate internal and external interviews involving Ambulance Officers.
- 13.3 Gather relevant data related to inquiries, investigations, etc.
- 13.4 Sundry: maintain registers, filing, telephone, enquires, etc.

### 14. Secretarial

- 14.1 Work processing/Typing to 70 words per minute.
- 14.3 Co-ordination of meetings, staff movements, etc.
- 14.4 Confidential filing, and departmental administration.

## **Level Two**

An officer classified at this level will be required to be qualified to Level 1C and will be appointed by management to undertake supervisory duties or perform specialist clerical functions.

## **Level Three**

An officer appointed to this level will be required to perform basic administrative functions associated with their specialist skills areas eg. secretarial, supply, computing, etc. Officers will be required to exhibit a degree of initiative but will basically operate within the parameters determined by the organisation.

## **Level Four**

An Officer classified at this level will require a specialist knowledge in their particular field which has been gained through qualification and/or considerable experience. They will be required to perform complex administrative tasks within the guidelines provided.

## **Level Five**

An officer classified at this level will require the specialist knowledge as required at Level Four, however in the performance of their tasks, will be working within less defined parameters which will require a degree of initiative not evident at lower levels. Officers at this level will typically be dealing with external agencies on a regular basis.

## **Level Six**

An officer classified at this level will require a high degree of specialist skill which will most probably be obtained through qualification, although potentially through considerable experience. They will be required to undertake complex tasks for which detailed parameters may not exist.

## **Level Seven**

An officer classified at this level will be responsible for a defined function within the organisation, which whilst it may involve complex administrative procedures and decisions has limited scope for decision making outside the defined parameters. Supervision of staff of various levels will typically be a characteristic of this level.

## **PART - 5 SENIOR ADMINISTRATIVE AND TECHNICAL STREAM**

### **Level One**

Officers classified at this level will typically provide a specialist function to the Service and/or supervision of a section within the organisation. They are distinguished from officers in the Clerical/Administrative structure by the level of responsibility for decision making outside defined parameters, the exercise of judgement and level of delegated authority. Officers at this level will have knowledge of their discipline gained through experience, training or education.

They will operate with limited direction within prescribed limits. Typical responsibilities at this level include:

1. The efficient operation of their section.
2. Advice and projects of some complexity.
3. Use of analytical skills and preparation of written reports.
4. Negotiation on matters of significance both within and external to the Service.

### **Level Two**

Officers classified at this level would typically provide a specialist function and/or supervision of a function with the organisation. Officers would normally hold tertiary qualifications and would have a significant knowledge of their discipline (c) over and above that expected at Level 1. The development, implementation and evaluation of organisation activities in accordance with corporate goals is expected. Typical responsibilities at this level include:

1. Efficient operation of the particular function within the organisation.
2. Advice and projects of some complexity within the relevant field implementation.
3. Reviewing operations as to their effectiveness.
4. Advice on policy matters and its subsequent development and implementation.

### **Level Three**

Officers at this level will typically be required to develop and/or implement the objectives of the organisation within the established corporate goals. They require a comprehensive knowledge of their discipline, significant expertise and competence, the ability to formulate, implement, monitor and evaluate projects and programs within broad direction only.

Officers should hold tertiary qualifications in their discipline. They would only be expected to act with considerable autonomy in determining methodology and take responsibility for outcomes. Typical responsibilities at this level include:

1. Advice and/or administration of complex policy or functional issues.
2. Devising and implementing ongoing plans and programs of significance to the organisation.
3. Deliver programs to achieve agreed objectives.

### **Level Four**

Officers at this level would typically hold tertiary qualifications and be responsible for major function (s) or programs at the Statewide Level. There is a high demand for expertise in the discipline (s) combining elements of planning, organising, directing and evaluating to determine goals and priorities within the corporate objectives. There is significant impact on the organisation by decisions of officers at these levels. Officers also have significant delegated authorities. Typical responsibilities at this level include:

1. Responsibility for a Statewide function.
2. Management of significant resources.
3. Significant role in determining of policies and objective setting.
4. Specialist consulting service.
5. Complex project work.

## PART 6 - TECHNICAL, TRADE AND SUPPORT STREAM

**Ambulance Stores Officer** means an employee who is responsible for the receiving, preparation, accounting and distribution of ambulance general, medical and linen supplies. The prescribed rate for this classification includes payment for use of visual display units and all disabilities associated with the job.

**Detailer** means an employee responsible for the preparation, cleaning and detailing of fleet vehicles and equipment and general workshop support. Driving duties are involved.

**Building Services Officer** means an employee who was an indentured apprentice in an appropriate building or electrical trade who having successfully completed the appropriate apprenticeship in accordance with the *Training and Skills Development Act 2008*, or equivalent, commences as a qualified tradesperson with the employer.

**Building Services Officer (Specialist)** means a **Senior Building Services Officer** who has a knowledge of SA Ambulance Service and equipment requirements or equivalent and the demonstrated competence to perform duties to a level beyond those routine maintenance and repair.

**Service Technician** means an employee who was an indentured apprentice (Motor Mechanic) who having successfully completed the appropriate apprenticeship in accordance with the Industrial and *Training and Skills Development Act 2008* or equivalent, commences as a qualified tradesperson with the employer.

**Senior Service Technician** means an accredited tradesperson who is qualified to work on automatic transmissions, EFI and air-conditioning and who works unsupervised on routine maintenance, repairs and diagnosis of faults of ambulance vehicles and equipment.

**Senior Building Services Officer** means a qualified tradesperson who is able to carry out routine maintenance, repairs and general duties in the field without supervision.

**Service Technician (Specialist)** means a **Senior Service Technician** who holds post trade qualifications or is able to demonstrate and utilise skills in a least three specialist fields such as vehicle electrical, electronics, engine analysis, power steering, supervision, hydraulics and Australian Design Regulations.

**Advanced Service Technician** means a **Service Technician (Specialist)** who in addition to the requirements applicable to that of a **Service Technician (Specialist)** is required to perform the following duties as functions:

1. Certified competent to carry out servicing and repairs on stretchers;
2. Fit out of new and existing ambulances within the fleet vehicles;
3. Application striping, reflective tape and placement of signs on fleet vehicles;
4. Fitting of accessory equipment i.e. Airbags, Bull-Bars, Lights etc. to Ambulances;
5. Be responsible for their own health and safety and that of their peers within the working environment;
6. Have a knowledge of quality systems and participate in quality and customer service initiatives;
7. Input and extraction of data from Fleet Management packages utilised by SAAS;
8. Have a knowledge of basic first aid techniques and where appropriate provide a first response;
9. Carry out basic crash repairs on ambulance fleet vehicles;
10. Undertake routine and non-routine fleet movements as directed;
11. Decommissioning of vehicles;
12. Diagnosis and trouble shooting of electrical and air conditioning problems;
13. Modifications to patient modules.



**Trades Assistant** means an employee who is competent to undertake the following tasks and duties:

1. Detailing of ambulance fleet vehicles including (but not limited to) the cleaning and polishing of vehicles;
2. Assist in fit out of new and existing ambulances within the fleet vehicles;
3. Assist in the carrying out of basic mechanical repairs to fleet vehicles;
4. Application of striping, reflective tape and placement of signs on fleet vehicles;
5. Basic inventory and stores control;
6. Assist in decommissioning of Fleet vehicles;
7. Assist in processing of SAAS Fleet vehicles through Motor Vehicles Registration authority;
8. Undertake routine and non-routine fleet vehicle movement;
9. Application of touch-up paint to vehicles;
10. Input and extraction of data from Fleet Management packages utilised by SAAS;
11. Stocking vehicles with medical and other applicable equipment;
12. Decontamination of fleet vehicles;
13. Internal cleaning of fleet vehicles and equipment.

**Technical Assistant** means an employee assisting in the installation, operation and maintenance of radio and other communications equipment. The performance of routine tasks may be required.

**Technician** means an employee with an appropriate level of knowledge and skill to carry out duties associated with the installation, operation and maintenance of radio and other routine communications equipment, including the diagnosis of faults.

**Technician (Specialist)** means an employee who has a knowledge of SA Ambulance Service communication and electro medical equipment and the demonstrated competence to perform duties at a level beyond that of a technician.

**Technical Officer** means an employee who holds an Associate Diploma in Electronic Engineering or equivalent and who carries out functions connected with the development, installation, operation and maintenance of radio and other communications equipment, including the analysis of complex system faults where a high level of diagnostic skill is required.

**Technical Officer (Specialist)** means a **Technical Officer** who holds appropriate post-diploma qualifications or who has demonstrated a detailed knowledge of the SA Ambulance Service Communications network and who, in addition to the duties of **Technical Officer** is able to perform highly complex diagnostic tasks.

## PART 7 - INTERPRETATION

In allocating officers to levels within the various parts, regard will be had to:

1. The definition of the level contained in this schedule.
2. The rates of pay for comparative classification in private enterprise, the public service and government instrumentalities.

**Calculation of continuous service** for the purposes of this Schedule service shall be deemed continuous notwithstanding:

1. Any absence from work on account of personal sickness or accident or on account of leave granted, imposed or agreed to by the employer; or
2. Any absence with reasonable cause proof whereof shall be upon the employee.

In calculating the period of twelve months continuous service any such absence as aforesaid shall not accept to the extent of not more than fourteen days in a twelve monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months continuous service.

Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

***Recognition of prior learning*** means recognition of prior learning under the principles of Competency-based learning, any person may apply for Exemption from Study in a course offered by the Ambulance Education Unit.

The onus of proof of prior learning shall be established by the employee not less than 6 weeks prior to the study block commencing.

The employer shall be provided with evidence by the employee and may accept, reject, or request further particulars to establish recognition of prior learning.

**SCHEDULE 3 - ALLOWANCES**OPDATE 01:07:2023 1<sup>st</sup> pp on or after

	<i>Relevant Clause no.</i>	<i>Allowance \$</i>	<i>Date of operation</i>
3.1	17.3	.50	on and from 01:07:1998
3.2	17.5.3	5.74	on and from 24:03:2006
3.3	17.5.4	5.74	on and from 24:03:2006
3.4	17.5.5	5.74	on and from 24:03:2006
3.5	17.6	8.34	on and from 24:03:2006
3.6	17.7.2	24.30	01:07:2023 1 <sup>st</sup> pp on or after
3.7	17.8	10 percent	on and from 01:07:1998
3.8	17.9	36 percent	on and from 20:07:2004, as per Schedule 4, then variable upon application to the <b><i>Tribunal</i></b>
3.9	17.11	39.46 per shift worked	on and from 24:03:2006
3.10	19	5.74 per meal	on and from 24:03:2006
3.11	29.2	14.82	on and from 24:03:2006
3.12	29.3	14.82	on and from 24:03:2006
3.13	29.4	7.38	on and from 24:03:2006
3.14	29.5	7.38	on and from 24:03:2006
3.15	29.7	0.58 per km	on and from 24:03:2006
3.16	37.2.3	153.59 pa paid	on and from 24:03:2006

## **SCHEDULE 4 - CALCULATING PRINCIPLES OF METROPOLITAN ROLLED IN RATE ALLOWANCE**

OPDATE 10:12:2009 1<sup>st</sup> pp on or after

Determination of the Rolled in Rate as described in 17.9 is calculated on the actual shift configuration implemented for metropolitan operations staff at the time based on the following factors:

- Standard shift pattern for metropolitan Operations staff
- Hours worked per shift pattern
- Roster cycle
- Structure of penalties

Entitlement to a rolled in rate is restricted to operations staff as described in 18.2 and 18.3 and 18.4.

### **4.1 Characteristics of the 10/14 Roster**

#### **4.1.1 8 day shift pattern**

- 4.1.1.1 The first two days 10 hour day shift.
- 4.1.1.2 Followed by two 14 hour night shifts.
- 4.1.1.3 Four rostered days off.
- 4.1.1.4 An employee cannot work more than four consecutive days.
- 4.1.1.5 48 hours worked over each 8 day shift pattern.

#### **4.1.2 8 week roster cycle**

- 4.1.2.1 Seven 8 day shifts will occur every eight week period
- 4.1.2.2 336 hours will be worked during the 8 week cycle (7 times 48 hours per 8 day shift).
- 4.1.2.3 Equivalent to working 42 hours per week, on average, over each 8 week period (336 divided by 8).

#### **4.1.3 Average week**

- 4.1.3.1 The Service treats the 42 hours per week.
- 4.1.3.2 Comprising the standard 38 hours, plus 2 hours of overtime plus a further 2 hours that accrue towards an ADO (Accrued Day Off).

#### **4.1.4 Overtime**

- 4.1.4.1 The overtime component is 16 hours per 8 week period.
- 4.1.4.2 Overtime is accrued uniformly over the "rostered on" days that fall within each 8 week period. As there are 28 such days, an employee is entitled to 16/28 hours of overtime for each "rostered on" day.

#### **4.1.5 Leave**

- 4.1.5.1 Overtime does not accrue over the periods of annual leave.
- 4.1.5.2 Annual leave the employee is entitled to be paid as if the 8 day shift pattern continued to operate.
- 4.1.5.3 Over a period of RIR do not apply for any other form of paid leave, e.g. long service leave and sick leave beyond 28 days.

#### **4.1.6 The structure of penalty**

- 4.1.6.1 Overtime work would attract a 50% loading.
- 4.1.6.2 A rostered night shift would attract a 15 % loading.
- 4.1.6.3 Rostered to work on a weekend day would attract a 50% loading
- 4.1.6.4 Rostered to work on a public holiday would attract a 150% loading.
- 4.1.6.5 Not rostered to work on a public holiday would attract standard pay for 7.6 hours.

Note – The part of the day that the greater part of the shift falls in is the part that determines the appropriate penalty pay.

## **SCHEDULE 5 - SHIFT WORK PROVISIONS FOR PATIENT TRANSPORT SERVICE**

OPDATE 24:03:2006 on and from

### **CLAUSE S5.1 TITLE**

This Schedule shall be referred to as the Patient Transport Service Shift Work Provisions Schedule.

### **CLAUSE S5.2 ARRANGEMENT**

*Clause no. Subject matter*

S5.1	Title
S5.2	Arrangement
S5.3	Scope and Persons Bound
S5.4	Operation of Schedule
S5.5	Definitions
S5.6	Shift Work

### **CLAUSE S5.3 SCOPE AND PERSONS BOUND**

This Schedule shall apply to the conditions of employment of Patient Transfer Officers. This Schedule shall be read in conjunction with the South Australian St. John Ambulance Service Award and shall prevail over the Award to the extent of any inconsistency.

### **CLAUSE S5.4 OPERATION OF SCHEDULE**

This Schedule first commenced operation on and from 14 August 1995.

### **CLAUSE S5.5 DEFINITIONS**

"Patient Transfer Officer" means an employee who is engaged to provide patient care and transport as a member of the Patient Transport Service in accordance with the approved patient care objectives.

### **CLAUSE S5.6 SHIFT WORK**

- |        |   |
|--------|---|
| S5.6.1 | "Afternoon Shift" means a shift commencing at 1100 hours and finishing at 1930 hours.   |
| S5.6.2 | Employees working ordinary hours in accordance with S5.6.1 shall be paid a loading of 15 per cent in addition to the wages as prescribed in Schedule 1. |
| S5.6.3 | The allowance as prescribed by clause S5.6.2 above shall only be payable when afternoon shift as defined in 6.1 is worked.                              |
| S5.6.4 | The allowance as prescribed by clause S5.6.2 shall not be payable for all purposes of the Award.  |

## **SCHEDULE 6 - ADDITIONAL COMPENSATION FOR CERTAIN WORK RELATED INJURIES OR ILLNESSES**

OPDATE 01:10:2019 on and from (Att. 2)

OPDATE 30:09:1987 on and from

### **CONTENTS**

*Clause No. Title*

#### **Part 1 - Introduction**

#### **Part 2 - Definitions**

#### **Part 3 - Eligible injuries**

S6.33	Only eligible officers can have injuries
S6.34	Temporal connection to employment
S6.35	Causal connection to the nature of policing
S6.36	Incapacity required for eligibility
S6.37	When an injury ceases to be an eligible injury
S6.38	When an injury resumes being an eligible injury
S6.39	Compensation Act status for an injury to be an eligible injury
S6.41	Consequential injuries taken to be part of original eligible injuries
S6.42	Injuries and incapacity attributable to surgery etc.

#### **Part 4 - Medical Expense Entitlements & Lump Sums**

S6.43	Medical and related expenses – entitlement
S6.44	Medical expense lump sums
S6.45	Medical and related expenses – effect of medical expense lump-sum
S6.46	Medical and related expenses – pre-approval

#### **Part 5 - Income Compensation Entitlements & Lump Sums**

S6.48	Work capacity review
S6.49	Income compensation – quantum
S6.50	Income compensation – duration
S6.53	Work Capacity Reviews
S6.56	Work capacity reviews and ceasing income compensation
S6.57	Work capacity reviews and commencing or recommencing income Compensation
S6.58	First work capacity review; timing
S6.61	Reassessment
S6.62	Income compensation – effect of income compensation lump-sum
S6.64	Income compensation – effect of lump-sum payment for economic loss

#### **Part 6 - Recovery/Return To Work Plans**

S6.68	Continuing operation of plans established under the RTW Act
S6.69	When plans are established – entitlement
S6.70	Content of plans

#### **Part 7 - Mutual Obligations**

#### **Part 8 - Reduction, Discontinuance & Suspension of Income Compensation**

S6.84	Interaction between paid annual and/or long service leave and income compensation – suspension
-------	---

*Clause No. Title*

## **Part 9 – Adjustments to Income Compensation**

S6.88	Economic adjustments to the level of income compensation
S6.89	Quantum of economic adjustments – industrial instruments
S6.90	Notice requirements before economic adjustment decided
S6.91	Election for economic adjustment based on Wage Price Index not industrial instrument
S6.92	Timing of economic increase based on industrial instrument
S6.93	Timing of economic increase based on Wage Price Index
S6.94	Adjustments due to change from original arrangements
S6.102	General Review of weekly payments

## **Part 10 – Decisions on Claims**

## **Part 11 – Dispute Resolution**

## **Part 12 – Costs of Proceedings**

S6.116	General entitlement to costs
S6.122	Costs liability of representatives

## **Part 13 – Miscellaneous**

S6.127	Interest on Delayed Income Compensation
S6.128	Interim payments
S6.1317	Income Compensation & Leave Entitlements
S6.133	Injuries that develop gradually
S6.134	Costs associated with lump-sum payment agreements
S6.135	Review & anomalies

## **Attachment One – Recovery/Return To Work Plan**

## **Attachment Two – Lump Sum Agreement to Extinguish Rights**

Notification of eligible officer  
 Annexure "A" – Professional advice  
 Annexure "B" – Financial advice  
 Annexure "C" – Medical certificates

## **PART 1 - INTRODUCTION**

- S6.1 This schedule provides benefits to eligible officers with eligible injuries that would have been applicable under the WR&C Act if they cease to be entitled to similar benefits under the RTW Act.
- S6.2 A return to work within the meaning of the RTW Act is the main objective in managing all work injuries. The primary return to work objective will be employment in SAAS. New or other return to work options can only be explored when return to work options within SAAS have been fully explored (and the onus of proof to establish this lies with the employer) or if the officer requests the exploration of new or other employment options in writing (which request may be withdrawn). The Association will reasonably support and co-operate in the pursuit of this objective.
- S6.3 This schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:
- S6.3.1 any payment which would otherwise be payable under this schedule will not be payable if precisely the same payment has already been made under a compensation Act; and

- S6.3.2 if an eligible officer receives a payment for economic loss pursuant to Part 4, Division 6 of the RTW Act, S6.64 through S6.67 apply.
- S6.4 Providing the criteria in S6.39 through S6.40 are met, if an entitlement has been claimed by an eligible officer under a compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected disputed, under this Schedule notwithstanding that proceedings relating to the rejected compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter shall proceed on the basis that the relevant claim under a compensation Act shall remain rejected.
- S6.5 If the employer is considering making a decision about an employee's entitlements pursuant to this schedule which may be adverse to the relevant employee, the employer must provide procedural fairness to the relevant employee before any final decision is made.
- S6.6 Claims for entitlements under this Schedule must be made in writing.

## PART 2 – DEFINITIONS IN THIS SCHEDULE

- S6.7 **"Average Weekly Earnings"** means Average Weekly Earnings under s4(1) of the RTW Act;
- S6.8 **"Compensation Act"** means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014*. Insofar as references in this schedule to "compensation Act" refer to the *Return to Work Act 2014*, those references are not limited to the *Return to Work Act 2014* as at 1 July 2017.
- S6.9 **"Benefits"** or **"entitlements"** means weekly payments of income maintenance or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this schedule.
- S6.10 **"Claims income compensation"** means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible officer is in receipt of income compensation pursuant to this schedule, the absence of a request to cease payments of income compensation.
- S6.11 **"Eligible officer"** means:
- S6.11.1 current and former SAAS employees covered by Schedule 1, of the SA Ambulance Service Enterprise Agreement 2017 and by schedule 1, Parts 1, 2 and 3 of the SA Ambulance Service Award (irrespective of when a former employee's employment ceased); who
- S6.11.2 have had a claim accepted under a compensation Act;
- but does not include
- S6.11.3 former SAAS employees whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.
- S6.12 **"Employer"** means the Chief Executive, Department of the Premier and Cabinet, as the declared public employer under the *Fair Work (General) Regulations 1994* or the Employing Authority.
- S6.13 **"Employing Authority"** means the Chief Executive, Department for Health and Ageing or delegate thereof.



- S6.14 **"Income compensation lump-sum"** means a lump sum payment in an agreed amount and on agreed terms and in accordance with Attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.
- S6.15 **"Independent medical adviser"** means an independent medical adviser under s4(1) of the RTW Act;
- S6.16 **"Injury"** means an injury within the meaning of s4(1) of the RTW Act.
- S6.17 **"Interest"** means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.
- S6.18 **"Medical and/or related expenses"** means any cost payable or to be payable in respect of costs provided for by s33 of the RTW Act, such as services, appliances, medicines, materials, travel and accommodation.
- S6.19 **"Medical expense lump-sum"** means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 to this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.
- S6.20 **"No current work capacity"** means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible officer is not able to return to work, either:
- S6.20.1 if the employer has made and continues to make such work available, in suitable employment in his or her employment at the time of the occurrence of the injury or injuries; or
- S6.20.2 in other suitable employment.
- S6.21 **"Notional weekly earnings"** means the eligible officer's Notional Weekly Earnings under the relevant compensation Act as adjusted pursuant to Part 9 of this Schedule.
- S6.22 **"Officer"** means current and former SAAS employees covered by Schedule 1, of the *SA Ambulance Service Enterprise Agreement 2017* and by schedule 1, Parts 1, 2 and 3 of the *SA Ambulance Service Award* (irrespective of when a former employee's employment ceased)
- S6.23 **"Professional representative"** means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through an employee or agent).
- S6.24 **"Recognised health practitioner"** means a recognised health practitioner within the meaning of s4(1) of the RTW Act;
- S6.25 **"Recovery/return to work plan"** means a recovery/return to work plan established or continuing under the RTW Act or this Schedule.
- S6.26 **"Retiring age"** means "retiring age" as defined in s44(1) of the RTW Act.
- S6.27 **"RTW Act" or "Return to Work Act 2014 (SA)"** means the *Return to Work Act 2014* (SA) as at 1 July 2017 (and all references to the RTW Act and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to an express contrary intention);
- S6.28 **"SAAS"** means the South Australian Ambulance Service;
- S6.29 **"SAET"** means the South Australian Employment Tribunal;
- S6.30 **"Seriously injured worker"** has the same meaning as under the RTW Act;

S6.31 **"Suitable employment"** means suitable employment as defined under s4(1) of the RTW Act, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.

S6.32 **"WR&C Act"** means the *Workers Rehabilitation and Compensation Act 1986* (SA).

### **PART 3 - ELIGIBLE INJURIES**

#### Only eligible officers can have eligible injuries

S6.33 An injury is not an eligible injury unless the injured officer is an eligible officer.

#### Temporal connection to employment

S6.34 An eligible injury arises out of or in the course of the eligible officer:

S6.34.1 being on duty; or

S6.34.2 lawfully performing the duties of an officer; or

S6.34.3 genuinely believing that they are exercising duties of an officer.

#### Causal connection to the nature of ambulance work

S6.35 To be an eligible injury the injury must have:

S6.35.1 resulted from conduct directed at the officer that is or appears to be a criminal offence; and / or

S6.35.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence; and / or

S6.35.3 occurred while the officer was on active duty and suffered an injury as a result of:

S6.35.3.1 the uncontrolled or unpredictable work environment; and

S6.35.3.2 having to engage in activity(s) which were inherently unsafe; and / or

S6.35.4 occurred in other circumstances where the officer is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to S6.35.4 if they are caused as a consequence of a specific incident or incidents).

#### Incapacity required for eligibility

S6.36 An eligible injury temporarily or permanently incapacitates the injured officer for work (including because of a need to attend on a medical practitioner for treatment or examination).

#### When an injury ceases to be an eligible injury

S6.37 An eligible injury ceases to be an eligible injury when:

S6.37.1 the injured officer makes a return to work within the meaning of the RTWA which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and

- S6.37.2 there is no reasonable basis to incur medical and / or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

When an injury resumes being an eligible injury

- S6.38 If an eligible injury ceased to be an eligible injury pursuant to S6.37 but the criteria in S6.37 are no longer met, the injury resumes being an eligible injury.

Compensation Act status for an injury to be an eligible injury

- S6.39 To be an eligible injury a claim for compensation relating to the injury must have been accepted under a compensation Act.

- S6.40 If, in relation to a particular injury:

S6.40.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;

S6.40.2 that injury is only an eligible injury to the extent that the eligible officer would be entitled to receive benefits or entitlements under the WR&C Act (disregarding the operation of the RTW Act).

Consequential injuries taken to be part of original eligible injuries

- S6.41 Any injury arising out of or in the course of an eligible officer's attendance at a place to:

S6.41.1 receive a medical service in relation to an eligible injury; and / or

S6.41.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and / or

S6.41.3 receive services or assistance or perform activities intended to assist the eligible officer's recovery or return to work or restoration to the community in relation to an eligible injury; and / or

S6.41.4 to apply for, or receive, compensation in relation to an eligible injury;

S6.41.5 will be taken to constitute part of the original eligible injury, whether or not the eligible officer had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible officer's home recommended by a doctor to assist in recovering from an eligible injury).

Injuries and incapacity attributable to surgery etc.

- S6.42 Any injury or incapacity attributable to surgery or other treatment or service or advice performed or provided with due care and skill by a person professing to have particular skills and undertaken or provided in relation to an eligible injury will be taken to constitute part of the original eligible injury.

## **PART 4 - MEDICAL EXPENSE ENTITLEMENTS & LUMP SUMS**

### ***Medical and related expenses – entitlement***

- S6.43 The employer must pay compensation for medical and/or related expenses incurred in consequence of an eligible injury, whenever any such expenses are incurred. To avoid doubt, an eligible officer's entitlement to medical and/or related expenses does not end only because income compensation payments to the eligible officer cease. However, if a redemption or commutation in respect of medical and/or related expense entitlements arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s54 of the RTW Act, no medical and/or related expenses are payable under this Schedule in relation to that injury or injuries.

### ***Medical expense lump sums***

- S6.44 Medical expense lump-sums (in addition to such compensation as is payable for medical and related expenses incurred before receiving a medical expense lump-sum payment) may be paid to eligible officers.

### ***Medical and related expenses – effect of medical expense lump-sum***

- S6.45 Once an eligible officer has received a medical expense lump-sum payment the employer is not obliged to pay compensation for medical and/or related expenses pursuant to this schedule if:
- S6.45.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible officer receives a medical expense lump-sum payment; and
  - S6.45.2 a medical expense lump-sum payment received by the eligible officer is specifically in respect of that particular eligible injury.

### ***Medical and related expenses – pre-approval***

- S6.46 An eligible officer is entitled to a decision by the employer on a claim for compensation for a medical and / or related expense that the eligible officer wishes to incur but is yet to incur. For the avoidance of doubt, a decision to reject such a claim (in whole or in part) is a decision for the purposes of this Schedule.

## **PART 5 - INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS**

- S6.47 The employer must pay weekly payments of income compensation in respect of incapacity for work (whether partial or total) arising out of an eligible injury in accordance with the following principles. However, if a redemption or commutation in respect of weekly payments arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s53 of the RTW Act, no income compensation is payable under this Schedule in relation to that injury or injuries.

### ***Work capacity review***

- S6.48 An eligible officer's entitlement to income compensation in respect of a particular eligible injury does not arise without an entitling assessment pursuant to S6.53 (work capacity review) and ceases if there is a disentitling assessment pursuant to S6.55.

### ***Income compensation – quantum***

- S6.49 Weekly payments must be paid at the rate of 80% of the eligible officers' Notional Weekly Earnings or, if the eligible officer has actual earnings, 80% of the difference between actual earnings and the eligible officer's Notional Weekly Earnings.

*Income compensation – duration*

- S6.50 An eligible officer's entitlement to income compensation ceases when the eligible officer reaches retiring age.
- S6.51 If an eligible officer breaches the obligation of mutuality, the eligible officer's entitlement to income compensation may be discontinued for such time as the eligible officer remains in breach of the obligation of mutuality. An eligible officer resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.
- S6.52 An eligible officer's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

*Work Capacity Reviews*

- S6.53 An eligible officer's entitlement to receive income compensation does not commence unless the eligible officer is assessed in relation to the cumulative effect of one or more eligible injuries (***an entitling assessment***) by the employer as:
- S6.53.1 having no current work capacity; and
  - S6.53.2 likely to continue indefinitely to have no current work capacity; or
  - S6.53.3 being in employment but because of the injury is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible officer's current weekly earnings.
- S6.54 The employer may make an entitling assessment on any basis.
- S6.55 A ***disentitling assessment*** is an assessment that the eligible officer does not meet the criteria in S6.53. A disentitling assessment can only be made if:
- S6.55.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury) about whether the eligible officer meets the criteria in S6.53; and
  - S6.55.2 if the eligible officer has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible officer is, and is likely to continue indefinitely to be, capable of undertaking further or additional employment or work which would increase the eligible officer's earnings, and specifies what that additional employment or work is; and
  - S6.55.3 the IMA provides a written opinion that the eligible officer does not meet the criteria in S6.53; and
  - S6.55.4 if the eligible officer has earnings in employment or other work, the IMA specifies on reasonable grounds the additional employment or work the IMA considers that the eligible officer could do to increase their earnings.

*Work capacity reviews & ceasing income compensation*

- S6.56 An eligible officer receiving income compensation under this schedule shall continue to receive income compensation under this schedule until at least 13 weeks after the eligible officer receives written notification from the employer that the eligible officer is no longer entitled to receive income compensation under this Schedule because of a disentitling assessment.

*Work capacity reviews & commencing or recommencing income compensation*

- S6.57 If an eligible officer who is not receiving income compensation under this Schedule or a compensation Act claims income compensation the employer is not obliged to pay income compensation under this Schedule until an entitling assessment is made. In those circumstances, if an entitling assessment is made the eligible officer is entitled to arrears and interest for all periods when they are entitled to income compensation.

*First work capacity review; timing*

- S6.58 A work capacity review may be performed before or after an eligible officer has exhausted their entitlement to weekly payments under a compensation Act.
- S6.59 An eligible officer who, immediately before the end of the second designated period defined in s39 of the RTW Act, was in receipt of weekly payments under the RTW Act is entitled to receive income compensation pursuant to this Schedule at the same rate unless and until a work capacity review is conducted.
- S6.60 If S6.59 applies and the outcome of the work capacity review is:
- S6.60.1 an entitling assessment, the employer must conduct reviews in accordance with Part 9 of this Schedule and adjust the eligible officer's income compensation accordingly;
  - S6.60.2 a disentitling assessment, S6.56 and Part 8 of this Schedule apply.

*Reassessment*

- S6.61 An eligible officer's work capacity may be reassessed consistent with S6.53 through S6.55 at any reasonable time and must be reassessed as often as is reasonably necessary.

*Income compensation – effect of income compensation lump-sum*

- S6.62 An income compensation lump-sum (in addition to such compensation as is payable for income compensation before receiving an income compensation lump-sum payment) may be paid to eligible officers.
- S6.63 Once an eligible officer has received an income compensation lump-sum payment the employer is not obliged to pay weekly payments pursuant to this Schedule if:
- S6.63.1 an entitlement to income compensation in consequence of a particular eligible injury arises after the day when the eligible officer receives an income compensation lump-sum payment; and
  - S6.63.2 an income compensation lump-sum payment received by the eligible officer is specifically in respect of that particular eligible injury.

*Income compensation – effect of lump-sum payment for economic loss*

- S6.64 If this Award applies to an employee who claims compensation pursuant to Part 4, Division 6 of the RTW Act, before paying any such compensation the employer must:
- S6.64.1 give the employee written notice of:
    - S6.64.1.1 the dollar amount of compensation the employer says the employee is entitled to; and
    - S6.64.1.2 clauses S6.64 through S6.67 of this Schedule; and

- S6.64.2 request written confirmation from the employee that, having regard to clauses S6.64 through S6.67 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the RTW Act and allow a reasonable time for the employee to respond in writing.
- S6.65 If an eligible officer has received a payment pursuant to Part 4, Division 6 of the RTW Act (**the payment**) 3 months or more after this Schedule is inserted into the Award the eligible officer is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.
- S6.66 If an eligible officer has received a payment pursuant to Part 4, Division 6 of the RTW Act (**the payment**) before 3 months after this Schedule is inserted into the Award, the eligible officer is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with S6.82, unless otherwise agreed in writing.
- S6.67 If an eligible officer has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the RTW Act (**the payment**):
- S6.67.1 the eligible officer ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and
- S6.67.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible officer pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

## **PART 6 - RECOVERY/RETURN TO WORK PLANS**

### Continuing operation of plans established under the RTW Act

- S6.68 If a recovery/return to work plan established under s25 of the RTW Act has not reached its completion date or action when entitlements under this Schedule arise, it continues to operate by virtue of this Schedule irrespective of whether the RTW Act authorises its continued operation until the date or action the plan is expressed to conclude on, unless the eligible officer and the employer agree that the plan should cease operation or be varied or if SAET determines that the plan should cease operation or be varied.

### When plans are established - entitlement

- S6.69 If it is reasonable to do so, the employer may establish a written recovery/return to work plan in relation to an eligible officer who has an eligible injury. If an eligible officer's entitlements under this Schedule are not exhausted, the employer must establish a written recovery/return to work plan if the eligible officer requests such a plan in writing.

### Content of plans

- S6.70 A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible officer to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible officer to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonably practicable, and must be in accordance with Attachment 1 to this Schedule.

- S6.71 Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible officers.
- S6.72 An eligible officer whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the officer requests a recovery/return to work plan.
- S6.73 If:
- S6.73.1 an eligible officer who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full-time or part-time basis and whether or not to his or her previous employment;
  - S6.73.2 the employer must provide suitable employment for the eligible officer (the employment being employment for which the eligible officer is fit and, subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible officer was working immediately before the incapacity) as part of a recovery/return to work plan;
  - S6.73.3 if the eligible officer requests it; but not if
  - S6.73.4 it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or
  - S6.73.5 the eligible officer left the employment of the employer before the commencement of the incapacity for work; or
  - S6.73.6 the eligible officer terminated the employment after the commencement of the incapacity for work; or
  - S6.73.7 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible officer and employer and are contained in a current recovery/return to work plan; or
  - S6.73.8 the eligible officer has otherwise sustainably returned to work earning at or above the eligible officer's Notional Weekly Earnings.
- S6.74 Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the officer performs work or the range of duties the officer performs is suitably increased in stages.
- S6.75 If an eligible officer performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

## **PART 7 - MUTUAL OBLIGATIONS**

- S6.76 When an eligible officer is entitled to receive benefits pursuant to this Schedule the employer must reasonably:
- S6.76.1 manage the eligible officer's injury; and
  - S6.76.2 provide services and assistance to further the eligible officer's recovery and return to work and / or the community and to alleviate the impact of the disability so far as is possible; and



S6.76.3 at the officer's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the officer that the employer may not be complying with this Schedule and provide the officer with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.

S6.77 An officer receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the RTW Act. If an officer breaches mutuality, mutuality may be restored in accordance with the principles applicable under the RTW Act. A breach of mutuality does not alter the officer's entitlement to compensation for medical and / or related expenses.

## **PART 8 - REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION**

S6.78 If an eligible officer's entitlement to income compensation under this Schedule ceases or will cease or reduces or will reduce (including because the officer has ceased to be an eligible officer), payments of income compensation may only be discontinued or reduced in accordance with this Part.

S6.79 Unless S6.56 applies (work capacity reviews – 13 weeks' notice), no cessation or reduction of payments of income compensation may occur until the officer has received at least 28 days written notice of any such cessation or reduction.

S6.80 If a person (or the Association on the person's behalf) disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:

S6.80.1 the operation of the decision is suspended and—

S6.80.1.1 the income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and

S6.80.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated;

S6.80.1.3 unless the person elects in writing not to receive payments under this clause; and

S6.80.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case—

S6.80.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;

S6.80.2.2 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;

S6.80.2.3 make an order to pay an amount relating to all or any weekly payments that have not been made to the officer during the dispute.

S6.81 If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person's lawful entitlements to income compensation pursuant to S6.80, the employer may, at the employer's discretion (but subject to this Schedule):

S6.81.1 recover the excess (and any interest on the excess) from the officer as a debt; or

S6.81.2 set off the amount recoverable under S6.81.1 against liabilities of the employer to pay the officer under this Schedule or a compensation Act.

S6.82 If it is reasonable in the circumstances, the employer may set off or recover an amount under S6.81.1 as a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:

S6.82.1 the employer cannot require a person to make periodic payments exceeding 10% of the person's net income ("net income" means income after an appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person's written agreement;

S6.82.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:

S6.82.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or

S6.82.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;

S6.82.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:

S6.82.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;

S6.82.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.

S6.83 If a person has made a payment (including by an amount being set off) to the employer under S6.82, the employer must, within two months of end the financial year in which the payment is made, furnish the person with a statement that sets out:

S6.83.1 the total amount paid by the person during that financial year; and

S6.83.2 the amount left to be paid (if any); and

S6.83.3 must furnish a final statement within 2 months after the debt is extinguished.

Interaction between paid annual and/or long service leave and income compensation – suspension

- S6.84 If an eligible officer takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible officer when the eligible officer is on that leave if the employer complies with the notice requirements of this clause.
- S6.85 If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible officer with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible officer requesting the relevant paid leave.
- S6.86 The eligible officer may withdraw the request for paid leave at any time within 14 days of a written notice under S6.85.
- S6.87 The employer cannot compel an eligible officer to take leave when they are entitled to income compensation.

**PART 9 – ADJUSTMENTS TO INCOME COMPENSATION**

Economic adjustments to the level of income compensation

- S6.88 If an eligible officer is incapacitated for work or appears likely to be incapacitated for work for more than one year, the employer must, during each year of incapacity, review the income compensation for the purpose of making an adjustment to the amount of the income compensation under this Part.

Quantum of economic adjustments – industrial instruments

- S6.89 Subject to S6.91, the Notional Weekly Earnings of an eligible officer who is entitled to income compensation shall be adjusted to reflect any increases in the rates of remuneration applicable to the classification held by the officer (or, where relevant, any successor classification) immediately prior to the particular injury occurring and prescribed by an award or enterprise agreement.

Notice requirements before economic adjustment decided

- S6.90 At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible officer written notice of the following.
- S6.90.1 The increase in the rate of remuneration the employer says applies pursuant to S6.89 and how the proposed economic adjustment has been calculated by applying that increase to the eligible officer's pre-existing Notional Weekly Earnings.
- S6.90.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, and how an economic adjustment would be calculated by applying that increase to the eligible officer's pre-existing Notional Weekly Earnings, and the eligible officer's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with S6.87.
- S6.90.3 The eligible officer's right to make written representations to the employer on the review within a reasonable time specified in the notice.

*Election for economic adjustment based on Wage Price Index not industrial instrument*

- S6.91 If an eligible officer elects in writing to have their Notional Weekly Earnings adjusted in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, the employer must adjust the eligible officer's Notional Weekly Earnings accordingly.

*Timing of economic increase based on industrial instrument*

- S6.92 An economic increase reflecting changes to remuneration in an award or enterprise agreement operates from the date of the employer's decision on the review, back-dated to the date of the relevant changes in rates of remuneration.

*Timing of economic increase based on Wage Price Index*

- S6.93 An economic increase in accordance with S6.91 operates from the end of the year of incapacity in which the review is made.

*Adjustments due to change from original arrangements*

- S6.94 The employer may, on its own initiative and must at the written request of an eligible officer, review the calculation of the Average Weekly Earnings of the eligible officer (and therefore the Notional Weekly Earnings of the eligible officer) for the purpose of making an adjustment due to:

S6.94.1 a change in a component of the eligible officer's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or

S6.94.2 a change in the equipment or facilities provided or made available to the eligible officer (if relevant to Average Weekly Earnings).

- S6.95 Before the employer begins a review under S6.94, the employer must give the eligible officer written notice informing the eligible officer of the proposed review and inviting the eligible officer to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.

- S6.96 If the employer finds on a review under S6.94 that there has been a change that warrants an adjustment contemplated by S6.94, the employer shall make the relevant adjustment.

- S6.97 An adjustment under S6.94:

S6.97.1 will take effect as an adjustment to the eligible officer's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and

S6.97.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation).

- S6.98 For the purposes of a review under S6.94, the employer may, by notice in writing to the eligible officer to whom the review relates, require the eligible officer to furnish any information that the employer reasonably determines to be relevant to the review.

- S6.99 If an eligible officer fails to comply with a requirement under S6.98 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible officer.

- S6.100 On completing a review under S6.94, the employer must give the eligible officer written notice setting out the employer's decision on the review, and the eligible officer's rights to dispute the employer's decision.
- S6.101 S6.94 through S6.107 do not limit the rights of the employer under any other clause of this Schedule.

#### General Review of weekly payments

- S6.102 The employer may, on its own initiative and must if requested in writing by an eligible officer, review the amount of the weekly payments made to an eligible officer. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.
- S6.103 Before the employer begins a S6.102 review under this clause, the employer must give the eligible officer written notice informing the eligible officer of the proposed review and inviting the eligible officer to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.
- S6.104 If the employer finds on a S6.102 review that the eligible officer's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.
- S6.105 For the purposes of a S6.102 review, the employer may, by notice in writing to an eligible officer who is receiving weekly payments, require the eligible officer to submit to an examination by an IMA nominated by the employer or require the eligible officer to furnish evidence of the eligible officer's earnings (other than earnings paid by the employer).
- S6.106 If an eligible officer fails to comply with a requirement under S6.105 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible officer.
- S6.107 On completing a S6.102 review, the employer must give the eligible officer written notice setting out the employer's decision on the review, and the eligible officer's rights to dispute the employer's decision, in accordance with S6.108.

### **PART 10 - DECISIONS ON CLAIMS**

- S6.108 The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the RTW Act and regulation 20 of the RTW Regulations.
- S6.109 The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonably practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.
- S6.110 A person (or the Association acting on their behalf) who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.
- S6.111 An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision-maker.

- S6.112 On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.
- S6.113 If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

## **PART 11 - DISPUTE RESOLUTION**

- S6.114 For the avoidance of doubt and without limiting such other legal rights as the employer, the Association and a person claiming an entitlement under this Schedule may have:
- S6.114.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the *Fair Work Act 1994* and /or chapter two part two of the *Fair Work Act 1994* (including concurrently) and any successor legislation to those provisions; and
  - S6.114.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or the Association.
- S6.115 Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonably practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

## **PART 12 - COSTS OF PROCEEDINGS**

### General Entitlement to Costs

- S6.116 A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.
- S6.117 Costs may only be awarded to cover the cost of representation by a legal practitioner or an officer or employee of the Association and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonably incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scales of charges applicable at the relevant time that apply for the purposes of s33 of the RTW Act or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles that apply under that section.
- S6.118 If SAET is of the opinion that a party:
- S6.118.1 has acted unreasonably:
    - S6.118.1.1 in bringing proceedings before SAET; or
    - S6.118.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the *South Australian Employment Tribunal Act 2014*; or
    - S6.118.1.3 without limiting S6.118.1.2 — in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or

- S6.118.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or
- S6.118.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET,
- SAET may—
- S6.118.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or
- S6.118.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.
- S6.119 Subject to S6.120, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.
- S6.120 An award of costs to cover the cost of representation by an officer or employee the Association is payable to the Association.
- S6.121 An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

Costs liability of representatives

- S6.122 If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through an employee or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:
- S6.122.1 that all or any of the costs between the professional representative and his or her client be disallowed or that the professional representative repay to his or her client the whole or part of any money paid on account of costs;
- S6.122.2 that the professional representative pay to his or her client all or any of the costs which his or her client has been ordered to pay to any party;
- S6.122.3 that the professional representative pay all or any of the costs of any party other than his or her client.
- S6.123 Without limiting S6.122, a professional representative is in default for the purposes of that subclause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:
- S6.123.1 attend in person or by a proper representative; or
- S6.123.2 file any document which ought to have been filed; or
- S6.123.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or
- S6.123.4 be prepared with any proper evidence or account; or
- S6.123.5 otherwise proceed.
- S6.124 SAET may not make an order against a professional representative under S6.122 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.

- S6.125 SAET may order that notice of any proceedings or order against a professional representative under S6.122 be given to the client in such manner as SAET directs.
- S6.126 SAET's power to make an order under S6.122 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

### **PART 13 – MISCELLANEOUS**

#### Interest on Delayed Income Compensation

S6.127 If:

- S6.127.1 income compensation, or part of income compensation, is not paid as and when required to be paid under this Schedule; or
- S6.127.2 the payment of income compensation is delayed pending resolution of a dispute over the employer's decision/s on an entitlement to income compensation under this Schedule; then
- S6.127.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible officer.

#### Interim payments

- S6.128 A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.
- S6.129 The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after the date of receipt of the claim unless the failure to determine the claim is:
- S6.129.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or
  - S6.129.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.
- S6.130 If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the officer was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

#### Income Compensation & Leave Entitlements

- S6.131 Section 50 of the RTW Act is incorporated into this Schedule. To the extent that s50 of the RTW Act is inconsistent with clauses S6.84 through S6.87, those clauses prevail.
- S6.132 The references to "weekly payments" in s50 of the RTW Act as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

#### Injuries that develop gradually

- S6.133 The date when an injury that develops gradually or is a disease will be taken to have occurred will be determined in accordance with RTW Act s188.



*Costs associated with lump-sum payment agreements*

S6.134 If the employer offers an eligible officer a lump sum payment agreement, and the eligible officer incurs costs in having one or more of annexures A, B or C to such an agreement completed by a professional adviser, a financial adviser or a recognised health practitioner, the employer must reimburse the eligible officer for any such costs subject to any limits applicable at the time the relevant advice is obtained pursuant to ss53 and 54 of the RTW Act.

*Review & anomalies*

S6.135 The Association and the employer shall:

- S6.135.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and
- S6.135.2 use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of employees arising out of the change from the WR&C Act to the RTW Act.

## SCHEDULE SIX ATTACHMENT ONE

### RECOVERY/RETURN TO WORK PLAN

<b>Recovery/Return to Work Plan</b>	<b>No:</b>	
-------------------------------------	------------	--

Boxes marked \* MUST be completed in full.

Details	
*Commencement date/action:	*Completion date/action:
*Worker's full name:	*Claim no:
*Pre-injury position:	*Date of birth:
*Pre-injury employer: State of South Australia (SAAS)	*Date of injury:
* Employer contact person:	*Nature of injury:
Is an interpreter required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Preferred language:

### Objectives:

**Mandatory:** Select at least one of the following objectives

- ☐ (i) The worker's return to the pre-injury employment with the pre-injury employer;
- ☐ (ii) The worker's return to different employment with the pre-injury employer;
- ☐ (iii) The worker's return to the pre-injury employment but with a different employer;
- ☐ (iv) The worker's return to different employment with a different employer;
- ☐ (v) The worker's return to independence within the community;

Goal(s):	Actions and services required to meet the goals and objectives of this recovery/return to work plan	By whom (name) By when (date)

**\*Hourly wage rate to be paid by employer: \$**

If an eligible officer who has been incapacitated for work in consequence of a work injury undertakes alternative or modified duties under employment or an arrangement that falls outside the eligible officer's contract of service for the employment from which the injury arose, the employer must pay an appropriate wage or salary in respect of those duties.

### Stay at work/return to work arrangements:

From	To	Days	Hours	Work activities	Considerations/Restrictions	Supervisor (name)

### Important Notice to Eligible Officers

- A failure to comply with an obligation under a recovery/return to work plan may lead to the discontinuance of income compensation.
- Recovery/return to work plans may be disputed but that does not suspend obligations imposed by the plan pending a determination of the dispute.
- A refusal or failure to undertake work that has been offered and that the eligible officer is capable of performing, or to take reasonable steps to find or obtain suitable employment, may lead to the discontinuance of income compensation. This may also occur an eligible officer obtains suitable employment and then unreasonably discontinues the employment.

### Preparation details

Prepared by:

Telephone:

Position:

Email:

Relevant comments by any party:

**Agreement** (a signature confirms the party has been consulted in preparing this recovery/return to work plan)

Parties involved	Print name	Signature (or reason if none)	Date
Eligible officer			
Employer			
Treating Medical Practitioner/s			

### Established/Approved

**Recovery/return to work plan:** ☐ **Approved** ☐ **Not approved**

Employer Signature	Initials and surname	Date
--------------------	----------------------	------

Employer comments:

**SCHEDULE 6  
ATTACHMENT TWO**

**Lump-Sum Agreement  
to  
EXTINGUISH RIGHTS**

**to [income compensation and/or medical and/or related expense compensation]  
[amend as appropriate]**

**pursuant to Schedule 6 of the SA Ambulance Service Award**

**This is an agreement between:**

[insert eligible officer's name]

"the eligible officer"

And

Chief Executive of the Department of Treasury and Finance (in respect of the Department for Health and Ageing)

"the employer"

**Background**

1. The eligible officer suffered an injury or injuries as follows (**the injury or injuries**):

Injury Date	Injury Description

2. The employer has undischarged liabilities to the eligible officer to pay income compensation and compensation for medical and/or related expenses [delete "income compensation and" if appropriate] in respect of the injury or injuries in accordance with Schedule 6 of the SA Ambulance Service Award (**the undischarged liabilities**).
3. Noting that no lump-sum payment agreement can be finalised unless the eligible officer has received competent professional advice about the consequences of this agreement, the eligible officer has received such advice, as appears from Annexure "A".
4. Noting that no lump-sum payment agreement can be finalised unless the eligible officer has received competent financial advice about the investment or use of the lump sum payment, the eligible officer has received such advice, as appears from Annexure "B".
5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible officer's incapacity resulting from the injury or injuries can be determined with a reasonable degree of confidence and has advised the eligible officer about the future medical assistance of any kind that the eligible officer will or is likely to require on account of the injury or injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure "C".

6. The eligible officer and the employer have reached an agreement for the employer to pay a lump sum to the eligible officer which payment will extinguish the undischarged liabilities.

**THE ELIGIBLE OFFICER AND THE EMPLOYER HEREBY AGREE AND ACKNOWLEDGE:-**

7. The matters set out in paragraphs 1 through 6 of this agreement are true and correct to the best of the eligible officer's and the employer's knowledge, understanding and belief.
8. That the employer's undischarged liabilities to pay [income compensation and **- delete if inapplicable**] medical and/or related expense compensation be extinguished by a capital payment of [insert dollar figure] [comprised of [insert dollar figure] to extinguish the undischarged liability for income compensation and [insert dollar figure] to extinguish the undischarged liability for medical and/or related expenses] [the passage commencing "comprised of" and concluding "related expenses" must be deleted if the lump sum agreement extinguishes medical and/or related expense entitlements only].
9. The eligible officer **ACKNOWLEDGES** that on receipt of the capital payment detailed in the preceding paragraph the undischarged liability to the eligible officer set out in paragraph 2 of this agreement is forever extinguished.

**DATED** the \_\_\_\_\_ day of \_\_\_\_\_ 20.....

**SIGNED** by the eligible officer [insert name] ).....

) .....  
) Date and time signed by eligible officer

in the presence of: ).....

**SIGNED** for and on behalf of **Chief Executive of the Department of Treasury and Finance (In respect of the Department for Health and Ageing)** by  
[insert name of authorised signatory to the employer]

.....  
Date

in the presence of: .....

.....  
Date

**NOTIFICATION TO ELIGIBLE OFFICER**

Under Section 33A of the *Health and Other Services (Compensation) Act 1995* (**Medicare Act**), you are advised that the employer intends to make an advance payment under Section 33B of the Medicare Act for compensation payable under a judgment or settlement as follows:

1. The employer intends to make an advance payment to the Commonwealth.
2. The amount of the advance payment will be 10% of the total redemption [insert dollar figure].
3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.
4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

.....

[Insert name of eligible officer]

....../....../20...

**ANNEXURE "A"****PROFESSIONAL ADVICE****SUBJECT: Lump-sum payment agreement under Schedule 6 of the SA Ambulance Service Award**

I, [Insert name of eligible officer], have received competent professional advice about the consequences of a lump-sum payment in the amount of \_\_\_\_\_ from \_\_\_\_\_

I have received advice on matters including the following.

- A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and /or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- B. That on receipt of a lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.
- C. Taxation implications of the lump-sum payment, if any. In particular, I have been advised that I may seek a private ruling in accordance with the Income Tax Assessment Act 1997.
- D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible officer]

Adviser's Name:

[Insert address of eligible officer]

Adviser's Company name and address:

.....  
Eligible officer's signature

.....  
Adviser's Signature

.....  
Date and time signed by eligible officer:

.....  
Date and time signed by adviser:



**ANNEXURE "B"****FINANCIAL ADVICE**

**SUBJECT: lump-sum payment agreement under Schedule 6 of the SA Ambulance Service Award**

I, [Insert name of eligible officer] have received competent financial advice from \_\_\_\_\_ about the investment or use of the lump-sum payment of [insert dollar figure]. I am satisfied the advice is appropriate to my circumstances.

[Insert name of eligible officer]

Adviser's Name:

[Insert address of eligible officer]

Adviser's Company name and address:

.....  
Eligible officer's signature

.....  
Adviser's Signature

.....  
Date and time signed by eligible officer:

.....  
Date and time signed by adviser:

## ANNEXURE "C"

### MEDICAL CERTIFICATE

**SUBJECT: Lump-sum payment agreement under Schedule 6 of the SA Ambulance Service Award**

I, \_\_\_\_\_ hereby certify that the extent of [Insert name of eligible officer]'s, incapacity resulting from the following injury/injuries can be determined with a reasonable degree of confidence.

Injury Date	Injury Description	Employer
[Content to precisely mirror paragraph 1 of the lump sum agreement]	[Content to precisely mirror paragraph 1 of the lump sum agreement]	State of South Australia/Department for Health and Ageing

I also certify that [Insert name of eligible officer] has received advice from me about the future medical services (and, if relevant, therapeutic appliances and other forms of assistance related to his or her future health) that [Insert name of eligible officer] will or is likely to require on account of the work injury or injuries set out above and any related surgery, treatment or condition.

Signature: .....

Qualifications: .....

Address/contact details: .....

.....

.....

.....

Date: .....

**APPLICATIONS FILED**

<i>Case No</i>	<i>Description</i>
<b>04118/2001</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2001. Oupdate ppc 17/07/2001.
<b>04274/2001</b>	AWARD VARIATION Award varied. Cl. 16 Allowances, Sch. 3 Allowances re Accredited Driving Instructors. Oupdate ppc 26/06/2000.
<b>04282/2001</b>	AWARD VARIATION Award varied. Cl. 10 Employment Categories re minimum engagement for casuals. Oupdate 02/07/2001.
<b>04283/2001</b>	AWARD VARIATION Award varied. Various clauses; Sch. 1 Wages, Sch. 2 re Ambulance Officer & Paramedics classifications. Oupdate ppc 01/07/2001.
<b>07547/2001</b>	AWARD CONDITIONS Recommendations to parties issued re new rate of pay for Automotive Services Technician.
<b>04327/2002</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2002. Oupdate ppc 17/07/2002.
<b>06686/2002</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 2 Classifications re Communications Stream. Oupdate ppc 31/12/2001.
<b>07016/2002</b>	AWARD CONDITIONS re rural incentives
<b>07175/2002</b>	AWARD VARIATION Award varied. Sch. 2 Classifications, Part 1 Operational - Emergency Stream re change to 2-year Diploma of Applied Science (Ambulance Studies). Oupdate ppc 01/07/2002.
<b>08775/2002</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 2 Classifications re new classifications in Part 6 Vehicle Workshop. Oupdate ppc 01/03/2002.
<b>03490/2003</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2003. oupdate ppc 17/07/2003.
<b>04282/2004</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2004. Oupdate ppc 17/07/2004.
<b>05038/2004</b>	AWARD VARIATION Award varied. Cl. 16.9 Rolled in Rate Allowance, Sch. 3 Allowances, new Sch. 4 Calculating Principles of Rolled in Rate Allowance. Oupdates 01/07/2004 & 20/07/2004.
<b>02306/2005</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2005. Oupdate ppc 17/07/2005.
<b>00646/2006</b>	AWARD VARIATION Award varied. Cl. 6 Definitions, Cl. 8 Reserved Matters renumbered as Cl. 7A, Cl. 21 Annual Leave, Cl. 22 Personal Leave - Injury & Sickness, Cl. 23 Bereavement Leave, Cl. 24 Parental Leave, New Cl. 24A Personal Leave to Care for a Family Member. Oupdate 21/02/2006.
<b>01750/2006</b>	AWARD VARIATION New Award issued. Oupdate 24/03/2006.

<i>Case No</i>	<i>Description</i>
<b>04691/2006</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re General Application to Review Wages 2006. Oupdate ppc 17/07/2006.
<b>07728/2006</b>	AWARD VARIATION Appln withdrawn re salary increases.
<b>03237/2007</b>	AWARD CONDITIONS Award varied. Cl. 20 Overtime. Oupdate 18/09/2008. [[2008] SAIRComm 11]
<b>04648/2007</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2007. Updates ppc 17/07/2007 & 01/10/2007.
<b>05963/2008</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2008. Oupdate ppc 01/10/2008.
<b>05728/2009</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2009. Oupdate ppc 01/10/2009.
<b>06688/2009</b>	AWARD CONDITIONS re appropriate method for calculating an amended wage schedule for the award.
<b>06866/2009</b>	AWARD VARIATION File number raised in error - duplicate of 6906/2009.
<b>06906/2009</b>	AWARD VARIATION Award varied. Cl. 18 Hours of Work, Cl. 19 Meal Breaks, Cl. 29 Shift and/or Station Changes, Cl. 37 Uniforms, Sch. 1 Wages, Sch. 3 Allowances, Sch. 4 Calculating Principles of Metropolitan Rolled in Rate Allowance re new classification structure. Oupdate ppc 10/12/2009.
<b>04679/2010</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2010. Oupdate ppc 01/10/2010.
<b>04403/2011</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2011. Oupdate ppc 01/10/2011.
<b>05895/2011</b>	AWARD VARIATION Award varied. Cl. 11.4 Casual Employment re Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
<b>02675/2012</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2012. Oupdate ppc 01/07/2012.
<b>03165/2013</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2013. Oupdate ppc 01/07/2013.
<b>04201/2014</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2014. Oupdate ppc 01/07/2014.
<b>06462/2015</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2015. Oupdate ppc 01/07/2015.
<b>3196/2016</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2016. Oupdate ppc 01/07/2016.
<b>3288/2017</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2017. Oupdate ppc 01/07/2017.
<b>6058/2017</b>	AWARD CONDITIONS Dispute resolved - award NOT varied re payment of "crib anywhere" allowance.

<i>Case No</i>	<i>Description</i>
<b>1046/2018</b>	AWARD VARIATION Award varied. New Cl. 42 & new Sch. 6 Additional Compensation for Certain Work Related Injuries or Illnesses. Oupdate 30:09:1987.
<b>4260/2018</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 3 Allowances re SWC 2018. Oupdate ppc 01/07/2018.
<b>ET-19-01422</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch.3 Allowances re SWC 2019. Oupdate ppc 01/07/2019.
<b>ET-19-00583</b>	S 99 REVIEW OF AWARD Award varied. Cl. 2 Arrangement, Cl. 6 Definitions, Cl. 7 Enterprise Flexibility Provision, Cl. 9 Settlement of Disputes Procedures, Cl. 11 Employment Categories, Cl. 13 Redundancy, Cl. 20 Overtime, Part 10 – Occupational Health and Safety Matters, Equipment, Tools and Amenities (heading), Sch. 1 Wages, Sch. 2 Classifications, Sch. 3 Allowances, Sch. 6 Additional Compensation for Certain Work Related Injuries or Illnesses. Oupdate 01/10/2019.
<b>ET-21-00552</b>	AWARD VARIATION Award varied. Sch. 1 Wages re SWC 2020 (wages). Oupdate ppc 01/07/2020.
<b>ET-21-00552</b>	AWARD VARIATION Award varied. Sch. 3 Allowances re SWC 2020 (allowances). Oupdate ppc 01/07/2020.
<b>ET-22-00821</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch.3 Allowances re SWC 2021. Oupdate ppc 01/07/2021
<b>ET-23-00803</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch.3 Allowances re SWC 2022. Oupdate ppc 01/07/2022
<b>ET-23-05990</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch.3 Allowances re SWC 2023. Oupdate ppc 01/07/2023