

SA AMBULANCE SERVICE ENTERPRISE AGREEMENT 2017

File No. 1770 of 2017

This Agreement shall come into force on and from 3 May 2017 and have a life extending until 30 November 2018.

THE COMMISSION HEREBY APPROVES THIS
ENTERPRISE AGREEMENT PURSUANT TO SECTION 79
OF THE FAIR WORK ACT 1994.

DATED 03 MAY 2017.



COMMISSION MEMBER

SA AMBULANCE SERVICE ENTERPRISE AGREEMENT 2017

UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT the Chief Executive, Department of the Premier and Cabinet as the declared employer of public employees for and on behalf of the SA Ambulance Service undertakes the following in relation to **Clause 10 Workplace Flexibility Agreement** of the SA Ambulance Service Enterprise Agreement 2017 (the “Agreement”):

1. THAT no disadvantage will apply to any employee who agrees to a workplace flexibility agreement, i.e. employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Agreement (including a relevant Award) will not be supported, provided that this requirement will be deemed to be met where SAAS and the AEA have agreed that this requirement has been met.



COMMISSION MEMBER

DATED 3rd May 2017





**SA
Ambulance
Service**

**SA AMBULANCE SERVICE
ENTERPRISE AGREEMENT
2017**

SA Ambulance Service

Enterprise Agreement

2017

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PART A – APPLICATION AND OPERATION OF AGREEMENT

1. ENTERPRISE AGREEMENT

- 1.1 This Agreement is made pursuant to the *Fair Work Act 1994 (SA)*, Chapter 3, Part 2.
- 1.2 This Agreement will have effect only if approved by the Industrial Relations Commission of South Australia ("the Commission").
- 1.3 This Agreement shall be titled "SA Ambulance Service Enterprise Agreement 2017".

2. PARTIES BOUND

- 2.1 This Agreement is binding upon:
 - 2.1.1 The Chief Executive, Department of the Premier and Cabinet (as the declared public employer under the *Fair Work Act 1994 (SA)*) and the Chief Executive, SA Health, in relation to employees bound by this Agreement;
 - 2.1.2 Employees classified pursuant to Schedules 1 and 2 of this Agreement, whether members of an association or not;
 - 2.1.3 The Ambulance Employees Association of SA ("AEA"); and
 - 2.1.4 United Voice SA.
- 2.2 This Agreement shall NOT be binding on:
 - 2.2.1 Executive level employees;
 - 2.2.2 Employees subject to a contract (whether at common law or pursuant to statute) which contains a provision for a review of salary during the contract;
 - 2.2.3 Employees subject to the Nursing/Midwifery (SA Public Sector) Enterprise Agreement 2016 or its successor.
 - 2.2.4 Employees subject to the SA Health Salaried Medical Officers Enterprise Agreement 2013 or its successor; and
 - 2.2.5 Employees subject to the following enterprise agreements:
 - a) South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014, or successor agreements;
 - b) South Australian Public Sector Wages Parity Enterprise Agreement: Weekly Paid 2015, or successor agreements; and
 - c) South Australian Public Sector Wages Party Enterprise Agreement (Plumbing, Metal And Building Trades Employees) 2016, or successor agreements.

3. DURATION

- 3.1 This Agreement shall commence on the date of approval of this Agreement before the Commission and will operate until 30 November 2018.

4. RELATIONSHIP TO PARENT AWARD AND ENTERPRISE AGREEMENTS

- 4.1 Subject to this clause, this Agreement will be read and interpreted in conjunction with the *SA Ambulance Service Award* ("the Award").
- 4.2 A clause in this Agreement will prevail over any provision in the Award to the extent of any inconsistency.
- 4.3 Upon commencement of the term of this Agreement, the *SA Ambulance Service Enterprise Agreement 2011* will be superseded by this Agreement.

4.4 The Attachments listed below form part of this Agreement.

Schedule 1: Salaries

Schedule 2: Classifications

Schedule 3: Regional Incentive Payments and Special On Call Payments

Schedule 4: Rolled in Rates

Schedule 5: Transforming Health Principle Undertakings

Schedule 6: Additional Injury and Income Protection for Work Injuries

5. INTERPRETATION AND DEFINITIONS

5.1 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Agreement.

5.2 In this Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.

5.3 The headings and clause numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Agreement nor in any way affect this Agreement.

5.4 In this Agreement, unless the contrary intention appears:

"Act" Means the *Fair Work Act 1994* (SA).

"Approval" Means approval by the Commission.

"Association" Means the Ambulance Employees Association of SA and United Voice SA.

"Award" Means the *SA Ambulance Service Award*.

"Bereavement" Means the death of a person closely related to the employee. The employee is either emotionally distressed or attends the funeral or related arrangements or provide emotional support to another person closely related to the employee.

"Chief Executive Officer" Means the Chief Executive Officer, SAAS.

"Commission" Means the Industrial Relations Commission of South Australia.

"DHA" Means SA Health and/or Department for Health and Ageing.

"Declared Public Employer" Means the Chief Executive, Department of the Premier and Cabinet in accordance with the *Fair Work Act 1994* (SA) and regulation 4 of the *Fair Work (General) Regulations 2009* (SA).

"Employing Authority" / "Employer" Means the Chief Executive of SA Health ("CE, DHA/SA Health").

"Employee" Means an employee bound by this Agreement.

"Enterprise Agreements (expired)" Means previous SA Ambulance Service Enterprise Bargaining Agreements.

Ordinary Hours Means 38 ordinary hours of work as prescribed in clause 6.13 of the Award.

"RIR allowance" Means the applicable Rolled in Rate allowance specified in **Schedule 4** of this Agreement and paid in accordance with the criteria in **Clause 17.9** of the Award.

"SSA" Means a Salary Sacrifice Agreement.

"SAAS" Means the SA Ambulance Service.

"Shift worker"	Means an employee that works any combination of 12- hour shifts, 10/14-hour shifts or other day/afternoon/night shift configuration over seven days a week and in combination of a 365 day roster cycle.
"Special Leave"	Means Special Leave as defined in the SA Health (Health Care Act) Human Resources Manual.
"this Agreement"	Means the <i>SA Ambulance Service Enterprise Agreement 2017</i> .
"Urgent pressing necessity"	Means a matter that must be attended to by the employee and that cannot be reasonably attended to by the employee outside that employee's ordinary hours of work. Examples of urgent pressing necessity are included in the SA Health (Health Care Act) Human Resources Manual.
"VFWA"	Means a Voluntary Flexible Working Arrangement.

6. NO EXTRA CLAIMS

- 6.1 This Agreement, including its salary schedules, will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions) in respect of a previous Enterprise Agreement or which might have arisen from, or in the course of, any previous Enterprise Agreement and this bargaining round.
- 6.2 At the date of approval of this Agreement by the Commission, this Agreement will supersede any previous Enterprise Agreements. The parties undertake that for the period up until the date of approval of this Agreement that they will neither jointly nor severally make any application to the Commission, nor make any demand upon any other party in respect of any matter dealt with, or arising out of, a previous Enterprise Agreement.
- 6.3 The rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 6.4 Subject to this clause, the employees and Associations undertake that for the term of this Agreement, they will not pursue any further or other claims within the parameters of this Agreement, except where consistent with State Wage Case principles.
- 6.5 The provisions of this clause do not preclude by mutual agreement an application being made to the Commission to vary the Agreement for the specified clauses below:
Clause 37: Review of Operational Career Opportunities;
Clause 38: Review of Emergency Operations Centre (EOC) Structure and Classifications;
Clause 41: Review of Level 6 Manager and Area Clinical Team Leaders (ACTL) Direct Reports;
Clause 42: Additional Injury and Income Protection for Work Injuries; and
Clause 43: Review of Historical 'On Call' Clauses.

7. NOT TO BE USED AS A PRECEDENT

- 7.1 This Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

8. CONSULTATION PROCESSES / DISPUTE AVOIDANCE PROCEDURES

CONSULTATION PROCESSES

- 8.1 The parties commit to the following consultative principles.
- 8.2 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making processes.
- 8.3 Employers and Agencies consult in good faith, not simply advise what will be done.
- 8.4 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

- 8.5 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 8.6 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.
- 8.7 In relation to significant issues of public sector wide reform, the Commissioner for Public Sector Employment will consult with the "SA Unions" in accordance with the above principles.

DISPUTE AVOIDANCE PROCEDURES

- 8.8 This procedure aims to avoid industrial disputes between the parties covered by this Agreement. Where a dispute occurs, the procedure will provide a means of settlement based on consultation, co-operation and discussion with the aim of avoiding interruption of normal work processes.
- 8.9 Except where a *bona fide* health and safety issue is involved in any dispute, the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 8.10 A bona fide health and safety issue is defined and progressed as per the *Work Health and Safety Act 2012* (SA) and in compliance with SA Health Work Health and Safety procedures.
- 8.11 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 8.12 All parties have a right to seek representation in order to resolve any dispute.
- 8.13 Any dispute, except for workload disputes which are dealt with in accordance with clause 8.19 of this Agreement, will be handled as identified below before any further action is undertaken:
 - Stage 1 Discussions between the employee/s and line manager.
 - Stage 2 Discussions involving the employee/s and/or nominated representatives with SAAS management representative or nominated delegate.
 - Stage 3 Discussions involving employees and/or nominated representatives or delegates and the relevant SA Health management representative or nominated delegate.
At this stage, discussions may include representatives of the Department of the Premier and Cabinet, or the Crown Solicitor's Office.
- 8.14 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 8.15 The parties commit to adherence to this procedure including the earliest possible advice by one party to the other party of any issue or problem which may give rise to a dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 8.16 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 8.17 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Commission, where appropriate. In order to allow for peaceful resolution of the dispute the parties will avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 8.18 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 8.19 Any dispute concerning workload will be handled as follows:
 - 8.19.1 The employee/s will notify their manager in writing of the workload issue/s.
 - 8.19.2 The manager should initiate discussions with the employees within 24 hours.
 - 8.19.3 Should the matter not be resolved discussions should occur between the employee, employee's representative, the employees manager and the relevant Director.
- 8.20 If the matter remains unresolved a record of the discussions at paragraph 8.19.3 shall be forwarded to the Chief Executive Officer, who may issue directions as to the issue/s.

9. RENEGOTIATION

- 9.1 Negotiations for a new Agreement will commence no earlier than six (6) months prior to the nominal expiry date of this Agreement.

10. WORKPLACE FLEXIBILITY AGREEMENT

- 10.1 The parties agree that an employing authority may negotiate and reach agreement at a workplace level with employees on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 10.2 This clause applies to a proposal by the employer or employee/s within a workplace to negotiate and agree flexible employment arrangements, including hours of work, to operate within a workplace – a Workplace Flexibility Proposal ("WFP").
- 10.3 Where the employer or employees intend to initiate a WFP, the initiator will notify the employer or employees (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The employer will provide this information to the Association and will consult with the Association and affected employee(s) in accordance with the consultative principles in this Agreement.
- 10.4. Consultation in respect of a WFP will have regard to:
- 10.4.1 Operational efficiency and productivity;
 - 10.4.2 Work and non-work impacts on individual affected employees;
 - 10.4.3 The health and safety of worker and workplaces; and
 - 10.4.4 Whether the WFP has policy implications across SA Health.
- 10.5 Where such policy implications arise, affected employee/s or the employer will refer the WFP to DHA.
- 10.6. Where a majority of affected employees agree (whether by ballot or otherwise) to a WFP, the employment arrangement agreed will be provided in writing as a Workplace Flexibility Agreement (WFA) specifying:
- 10.6.1 The unit where the proposal will apply;
 - 10.6.2 The date of commencement of the varied arrangements;
 - 10.6.3 Minimum staffing levels to be maintained by the employer for the purposes of the proposal;
 - 10.6.4 A date of review for the agreed arrangements; and
 - 10.6.5 Any other agreed matter relating to the proposal.
- 10.7 The WFA will apply as if incorporated as a Schedule to this Agreement.
- 10.8 A party may apply to vary this Agreement to add any WFA as a Schedule to remove any uncertainty in the operation of this clause in giving effect to any such WFA. The parties agree that any such WFA will operate only in respect of the employing authority and workplace specified within the Schedule.

PART B – OBJECTIVES AND COMMITMENTS

11. IMPROVEMENT OF SERVICE AND WORK PRACTICES

- 11.1 This Agreement recognises that the SA Public Sector and SA Health/SAAS will continue to evolve as a dynamic productive and customer responsive entity.
- 11.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 11.3 In making and applying this Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of the SA Public Sector, SA Health and SAAS, including:
- 11.4 Facilitating ongoing improvements to service delivery and achievement of “best practice” through:
 - 11.4.1 Facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
 - 11.4.2 Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
 - 11.4.3 Facilitating the achievement of SAAS’s performance goals and performance measures.
 - 11.4.4 Supporting SAAS requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
 - 11.4.5 Facilitating SAAS identifying trends and assessing the relevance to its operations.
 - 11.4.6 Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 11.5 The parties are also committed to achieving and facilitating productivity and efficiency improvements to, and improving career paths and development opportunities in the SA Public Sector, SA Health and SAAS through the implementation of shared services and service centres within the public sector.
- 11.6 The parties agree to implement new technologies and arrangements to improve the dispatch system and patient care within SAAS.

12. SOUTH AUSTRALIA’S HEALTH CARE PLAN

- 12.1 The parties commit to ongoing general support for and dedication to the following principles and values that reflect the outcomes of South Australia’s Health Care Plan.
- 12.2 The principles include:
 - 12.2.1 improving the quality and safety of services;
 - 12.2.2 greater opportunities for inclusion and community participation;
 - 12.2.3 strengthening and reorientation of services towards prevention and primary health care;
 - 12.2.4 developing service integration and coordination;
 - 12.2.5 whole of government approaches to advance and improve health status; and
 - 12.2.6 sustainability in delivery through ensuring efficiency and evaluation.
- 12.3 The values include:
 - 12.3.1 an understanding of health and well-being, which includes a social health perspective;
 - 12.3.2 equity of access to health services;
 - 12.3.3 equality of health outcomes;
 - 12.3.4 a commitment to consultation in developing an understanding of issues and strategies for their resolution;
 - 12.3.5 participation by communities and individuals in the consultative process;
 - 12.3.6 transparency and accountability of governance;
 - 12.3.7 honesty - as to what the system can reasonably provide;
 - 12.3.8 dignity and autonomy of health service users – respectful communication and service provisions; and

12.3.9 leadership - quality leadership that recognises and enhances the skills of staff.

13. WORK HEALTH AND SAFETY

- 13.1 The parties acknowledge the mutual benefit to and the responsibility of the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation and the Safety and Wellbeing in the Public Sector 2010 – 2015 Strategy or its successor.

PART C – SALARY, PENALTIES, ALLOWANCES AND OTHER PAYMENTS

14 ENGAGEMENT OF CASUAL EMPLOYEES

14.1 Overarching Principles

- 14.1.1 SAAS commit to engaging adequate permanent full or part time staff to be able to meet workload demand without compromising its obligations to employees under the SA Ambulance Service Award and Enterprise Agreement, and to avoid reliance on temporary contracts and/or casual staff to meet ongoing and planned workforce requirements.
- 14.1.2 SAAS recognises that permanent full or part time employment is the preferred form of engagement for employees covered by this Agreement.
- 14.1.3 Clauses 14.2 to clauses 14.19 apply to all casual employees covered by **Schedule 1** of this Agreement other than those employees under **Schedule 1, Part 1** or those employees engaged under an annualised hours contract.

14.2 The ordinary rostered hours of a casual employee will be:

- 14.2.1 for a single shift length of up to 14 hours per week; or
- 14.2.2 for 2 shifts up to a maximum of 28 hours per week.
- 14.2.3 Where the casual employee is rostered to work the equivalent of full time hours the duration of the engagement shall be less than three months.
- 14.2.4 The ordinary hours to be worked shall vary from week to week, irrespective of the span of hours or the duration of engagement except in circumstances as prescribed in clause 14.2.3.

14.3 Those persons employed for less than 38 hours per week and who do not meet the criteria as defined in clause 14.2, shall be regarded as part-time employees. Such employees will be entitled to pro rata annual leave, sick leave and payment for public holidays on which they are rostered off, according to hours normally worked.✓

14.4 Casual pool numbers:

- 14.4.1 will be restricted to an average of 5% of all SAAS operational employees (other than **Schedule 1, Part 1** employees) over a twelve month period;
- 14.4.2 will be regularly reviewed to monitor activity level of pool and of individual casuels to ensure enough hours are worked to maintain Authority to Practice (ATP) or required accreditation; and
- 14.4.3 may be varied from time to time by agreement between the parties.

14.5 Permanent Employees to Casual Status:

- 14.5.1 Any permanent employee who wishes to become a casual will relinquish their permanent position (resign) and have no further claim to that position.
- 14.5.2 If applicable, notwithstanding the provision set out in 14.5.1, an employee who resigns from permanent employment in order to take up a casual position, and who has had less than three month's break in service, will maintain any points accrued as per the Non-Emergency and Emergency Operations Points Transfer System (NEEOPTS).
- 14.5.3 Annual Leave will be paid out in accordance with entitlements accrued under the SA Ambulance Service Award and this Agreement.

CONDITIONS AND PENALTIES

14.6 The casual loading rate applicable is 25%.

14.7 The application of the casual loading is based on the ordinary hourly rate of pay.

14.8 The application of shift penalties and overtime rates for casual employees is based on the ordinary hourly rate of pay.

14.9 A casual employee working on a public holiday will be paid, in addition to the casual loading, the penalties based on the ordinary hourly rate of pay.

14.10 A casual will advance through wage increments as set out in Schedule 1, Part 2 Operational – Professional (Emergency) Stream, of this Agreement, after working a minimum of 660 hours in their current increment (but no sooner than twelve (12) months in their current increment).

- 14.11 A casual employee is engaged for a minimum of 3 hours or the remaining duration of the allocated shift, whichever is the greater.
- 14.12 Where possible, shifts will be offered in advance however there may also be a requirement to offer shifts on the day.
- 14.13 If a casual employee arrives for an allocated rostered shift and is no longer required, a minimum 3 hours work and payment will apply.
- 14.14 Where relevant, in order to maintain an ATP SAAS will ensure casuals are offered sufficient hours of operational duty to complete a minimum of 160 hours and facilitate all necessary professional development requirements for the scope of the role. Casuals will be required to undertake and successfully complete all the ATP requirements.
- 14.15 Where SAAS requires a casual employee to continue to work beyond the ordinary rostered hours of a specified shift then overtime will be payable.
- 14.16 Any such overtime will become payable after the rostered shift length has been worked. I.e. if the employee is rostered to work a 10 hour shift and is then required to work an additional 2 hours that additional 2 hour period will be paid at overtime rates.
- 14.17 In recognising service as a casual employee (for long service leave purposes only), effective service includes service where an employee is not actually working but where there is a continuing relationship between the employee and the employer. Note that a period of more than 3 months between employment (other than for 'Parental leave') during such a relationship is considered to be a break in service, and service prior to such a break will not be considered as effective service for the purposes of accruing future long service leave.
- 14.18 Any casual employee engaged and paid in accordance with this clause who has been engaged, rostered and worked 660 hours or more for a period greater than 12 months, either on a regular and systematic basis for several periods of employment, or on a regular and systematic basis for an ongoing period of employment is eligible to request conversion to permanent part-time or full-time (as appropriate) employment. The employer must notify the employee in writing of the status of the election within 3 months of receipt of such election.
- 14.19 This clause does not apply to casual employees who request set days or shifts.

15. SALARY ADJUSTMENTS

- 15.1 This clause refers to the salary schedules appearing in Schedule 1: Salaries of this Agreement.
- 15.2 Salary increases will apply from the first full pay period on or after the following dates:
31 December 2014 (2.5%);
31 December 2015 (2.5%);
31 December 2016 (2.5%); and
31 December 2017 (2.5%).
- 15.3 A subsequent enterprise bargaining salary increase (quantum unspecified) will apply from the first full pay period on or after 31 December 2018.
- 15.4 The salary payable to an employee as at the applicable date shall not be reduced by reason of a salary schedule in this Agreement.

16. SALARY SACRIFICE ARRANGEMENTS

- 16.1 This clause applies for the period an employee enters into a Salary Sacrifice Arrangement (SSA). A SSA is the formal administrative instrument between the employer and the employee that enables salary packaging arrangements to be put in place.
- 16.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 16.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 16.4 Where, on cessation of employment, the employer makes a payment in lieu of notice, or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

17. EARLY MORNING PENALTY AND NIGHT SHIFT PENALTY

- 17.1 This clause applies to shift workers who are not in receipt of a RIR allowance, as defined in clause 5.4 of this Agreement (early morning penalties and night shift penalties are included in the calculation of the applicable RIR allowance).
- 17.2 Shift workers, are entitled to an **early morning penalty** of 17% when working between the hours of midnight and 6:30am. The early morning penalty applies in lieu of the night shift penalty of 15% provided at clause 17.10.1 of the Award.
- 17.3 Shift workers are entitled to a **night shift penalty** of 20.5% when working on night shifts between the hours of 7.00pm and 7.00am. The night shift penalty applies in lieu of the early morning penalty at clause 17.2 of this Agreement.

18. MEAL ALLOWANCES

- 18.1 The Meal Allowance rates shall be as outlined in the SA Health (Health Care Act) Human Resources Manual (as varied from time to time).

19. OPERATIONS MANAGER ALLOWANCE

- 19.1 An Operations Manager (OM) Allowance of 20% of their base rate of salary will apply to OM classified at pay point 6.1 Schedule 1 of this Agreement and Level 6 Schedule 2 of this Agreement, in lieu of on call, recall, overtime penalty and any other penalty for work outside of ordinary hours.
- 19.2 The allowance will be paid for all purposes.
- 19.3 Notwithstanding clause 19.1, Operations Managers will be paid overtime in circumstances where they are not on-call and return to work to fill a vacant on road/clinical shift as approved.

20. REGIONAL INCENTIVE PAYMENTS

- 20.1 Operational employees (except casual employees) allocated to work at the locations specified in Schedule 3, Part A of this Agreement shall be entitled to Regional Incentive Payments (RIP) outlined in Schedule 3, Part A of this Agreement, subject to the following:
- 20.1.1 Payments for part-time employees will be based upon a pro-rata payment calculated on the average ordinary hours per week;
- 20.1.2 RIP is not payable when an employee is on long service leave, Paid Maternity and Adoption leave or while on approved leave without pay;
- 20.1.3 RIP is paid in lieu of the locality allowances in the SA Health (Health Care Act) Human Resources Manual;
- 20.1.4 Payment made in accordance with the table outlined in Schedule 3, Part A of this Agreement shall not be applicable for all purposes of the Award and Agreement; and
- 20.1.5 Payments made in accordance with this clause, shall be based upon the relevant length of service, at the time of implementation and continuous service prior to the date of operation shall count towards determining the appropriate payments.

21. SPECIAL ON-CALL PAYMENTS

- 21.1 In addition to the RIP in clause 20 of this Agreement a special on-call (SOC) payment shall apply to full-time and part-time operational employees (not casual employees) who are allocated to a location listed in Schedule 3, Part B of this Agreement where such employees are rostered to a station to provide either a primary or secondary response as defined by SAAS from time to time.
- 21.2 The applicable rate for each location is specified in Schedule 3 Part B of this Agreement.
- 21.3 Where changes occur to roster configurations being worked by such employees located at the stations in Schedule 3, Part B of this Agreement, the payments applicable shall either be varied to take account of these changes, or alternatively will cease where on-call is no longer being worked by the relevant group of employees.
- 21.4 Payments made in accordance with Schedule 3, Part B of this Agreement shall stand alone for the purpose of other allowances and conditions that may be applicable from time to time and shall not be accumulative upon the base rate of pay.

22. QUALIFICATION ALLOWANCE

- 22.1 A qualification allowance will be paid at a rate determined by clause 17.11 of the Award for nationally accredited training provided by accredited trainers (holding Certificate IV in Training

and Assessment), provided that this training is not a core part of the role of the trainer.

- 22.2 This clause applies to the area of Chemical Biological Radiological, driver training, manual handling and other courses that may be initiated by SAAS and that comply with the criteria in clause 22.1 of this Agreement.

23. SAAS AWARD TRAINING ALLOWANCES – NOT APPLICABLE

- 23.1 The allowance at Clause 17.6 of the Award, In Service Training Officer Allowance, is no longer payable, except to Patient Transfer Service and Emergency Support Service employees where SAAS has determined that such an employee is required to provide training to employees.
- 23.2 The allowance at Clause 17.7 of the Award, Advanced Life Support Allowance, is no longer payable.

24. PAYMENT OF THE ROLLED IN RATE ALLOWANCE DURING LONG SERVICE LEAVE

- 24.1 This clause provides for payment of the RIR allowance when taking accrued long service leave entitlements and applies to:
- 24.1.1 Operational employees entitled to a RIR allowance paid in accordance with the criteria specified in clause 17.9 of the Award and Schedule 4 of this Agreement; and
- 24.1.2 Regional Team Leaders and Clinical Support Officers where the Chief Executive Officer of SAAS has determined, pursuant to Schedule 2 of this Agreement, that an allowance equivalent to the Metropolitan Composite Rate (as detailed in Schedule 4 of this Agreement) as payment in lieu of shift penalties is payable.
- 24.2 The allowance specified in clauses 24.1.1 and 24.1.2 of this Agreement will be payable when an employee accesses long service leave entitlements accrued from 1 January 1994.

25. INTENSIVE CARE PARAMEDICS CLINICAL INSTRUCTOR ALLOWANCE

- 25.1 Intensive Care Paramedics classified pursuant to pay points 3.4 and 3.5, Schedule 1 of this Agreement, who are required by SAAS to undertake clinical instructor duties for the 16 week Intensive Care Paramedic Internship Clinical Evaluation Report (PICER), will be paid an allowance equivalent to the difference between their current pay point and the next highest pay point for the duration of the PICER period.

26. OPERATIONAL FOOTWEAR

- 26.1 This clause operates in lieu of Clause 37.2.3 of the Award.
- 26.2 All employees required by the employer to wear an operational uniform must wear approved operational footwear as defined in the relevant *SA Ambulance Service Operations policy*.
- 26.3 An annual allowance shall be paid by the employer for the purchase of approved footwear, as set out in Schedule 3 of the Award.

PART D – OTHER CONDITIONS

27. PERSONAL/ CARER'S LEAVE

27.1 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a de facto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

27.2 Non-shift employees

27.2.1 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 due to personal injury or 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 equivalent in hours) of their accrued sick leave entitlement 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.

27.2.2 This access is available if the following conditions are satisfied:

- (a) The employee must have responsibility for the care of the family member concerned; and
- (b) The employee produces satisfactory evidence of sickness of the family member, if requested.

27.2.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

27.3 Shift Workers

27.3.1 Each shift worker (other than a casual employee) is credited with 120 hours Personal/Carer's Leave per annum.

27.3.2 All employees (excluding casual employees) who are absent from work on account of matters relating to personal/carer's leave, as defined above, are on application, eligible for personal/carer's leave without deduction of pay as provided in this clause.

27.3.3 An employee's entitlement to Personal/Carer's Leave accrues as follows:

- a) Shift workers in their first year of service shall accrue 2.31 hours per week;
- b) Upon each anniversary date thereafter, each shift worker shall be entitled to 120 hours per annum.

27.3.4 Personal/Carer's Leave shall be granted in accordance with the following conditions:

- a) In the case of Sick Leave – the conditions as prescribed by clause 23 of the Award;
- b) In the case of Bereavement Leave – proof of death in accordance with the conditions as prescribed by clause 22 of the Award; or
- c) In the case of Urgent Pressing Necessity – reasonable evidence of the event as defined in clause 5.4 of this Agreement.

27.3.5 Personal/Carer's Leave for part-time employees is to be paid at the employee's usual salary for the number of hours normally worked.

27.3.6 Personal/Carer's Leave accrues from year to year without limit.

27.3.7 Before being entitled to be paid Personal/Carer's Leave the employee shall:

- a) Advise the employer at least one hour prior to the rostered commencing time of their inability to attend for duty and as far as practicable the reason for the absence; and
- b) Within a reasonable timeframe of the commencement of such absence, provide evidence satisfactory to the employer.

27.3.8 An employee who claims Personal/Carer's Leave shall produce a medical certificate or other reasonable evidence for absences in excess of one shift, except for absences not exceeding one shift only on four occasions during each year.

28. ANNUAL LEAVE FOR SHIFT WORKERS

- 28.1 An additional sixth (6th) week of annual leave accrues for all shift workers, excluding casual employees, classified pursuant to Parts 1, 2 and 3 of Schedule 1 and Schedule 2 of this Agreement.
- 29 CRIB BREAKS**
- 29.1 *All employees are entitled to a meal break. The aim of this provision is to ensure that crib breaks are taken within appropriate time frames. The parties acknowledge that SAAS provides an emergency service that requires a flexible approach to service delivery. Due to operational demand there may be occasions where crib break commencement is outside of the crib break window; although SAAS will endeavour to minimise such occurrences.*
- 29.2 This crib break provision applies to all employees except Ambulance Officers prescribed in Schedule 1, Part 1.1 of this Agreement, except in circumstances where SAAS has determined that a specific crew is required to be rostered with a crib break.
- 29.3 Employees specified in clause 29.2 will be entitled to paid crib breaks during rostered shifts on the following basis:
- 29.3.1 For shifts of between eight (8) hours and less than ten (10) hours, one twenty (20) minute crib break;
- 29.3.2 For shifts of ten (10) hours, one thirty (30) minute crib break; or
- 29.3.3 For shifts in excess of ten (10) and up to fourteen (14) hours, two thirty (30) minute crib breaks.
- 29.4 Commencement of crib breaks shall be as follows:
- 29.4.1 When working a shift of eight (8) hours, a crib break shall commence between the end of the fourth hour and the end of the sixth hour after the commencement of the shift.
- 29.4.2 When working a shift of ten (10) hours a crib break shall commence between the end of the fourth hour and the end of the sixth hour after the commencement of the shift.
- 29.4.3 When working a shift in excess of ten (10) hours and up to twelve (12) hours, the first crib break shall commence between the end of the fourth hour and the end of the sixth hour after the commencement of the shift. The second crib break shall commence between the end of the eighth hour and the end of the tenth hour after the commencement of the shift.
- 29.4.4 When working a shift in excess of twelve (12) hours and up to fourteen (14) hours, the first crib break shall commence between the end of the fourth hour and the end of the sixth hour after the commencement of the shift. The second crib break shall commence between the end of the ninth hour and the end of the eleventh hour after the commencement of the shift.
- 29.5 Crib Break Penalties
- 29.5.1 Penalty payment of time-and-a-half will apply where the crib break is taken outside of the crib break window as per clause 29.4.
- 29.5.2 Where the circumstances in Clause 29.4 arise, penalty payments will apply from:
- a) The end of the fifth (5th) hour from the commencement of duty until the commencement of the first crib break; and / or
- b) The end of the ninth (9th) hour for shifts of 10 or more hours until such time that a crib break is taken or until the end of the shift
- c) The end of the 10th hour for shifts in excess of 12 hours until such time that a crib break is taken or until the end of the shift
- 29.6 Commencement of crib breaks must be authorised by the relevant manager.
- 29.7 The second crib break must not be taken less than two (2) hours after the end of the first crib break.
- 29.8 Evaluation and Review
- 29.8.1 The parties agree that the Crib Break provisions in clause 29 of this Agreement will be monitored by SAAS and the AEA.
- 29.8.2 The monitoring process will review whether the crib break provisions have progressed the two intentions:

- a) Providing optimal access for applicable employees to commence crib breaks during the crib break window; and
- b) Facilitating efficient service delivery at SAAS.

29.8.3 SAAS will provide a report to the AEA on reasons for those that occur outside the crib window.

30. TRANSPORT HOME AFTER AN EXCEPTIONALLY FATIGUING SHIFT

- 30.1 Where an employee has been required to work in a manner that made it unsafe for the employee to drive home due to fatigue, and appropriate sleeping facilities (as defined in SAAS policy) are not available at the employee's place of work, the employee will be entitled to travel home in a taxi at SAAS' expense.
- 30.2 The employee will also be reimbursed for the reasonable cost to return to work (on production of a receipt) afterwards, if this expenditure has been necessary to retrieve his/her vehicle.

PART E – WORK / LIFE FLEXIBILITY

31. VOLUNTARY FLEXIBLE WORKING ARRANGEMENTS (VFWA)

- 31.1 The parties acknowledge the mutual benefit to the employer and employee of VFWA to balance work and other (including family) commitments.
- 31.2 SAAS will promote and improve the awareness of VFWAs in the public sector during the life of this Enterprise Agreement.
- 31.3 The Chief Executive Officer (or Delegate) will consider an employee's request to participate in a VFWA having regard both to the operational needs of the agency or particular workplace, and the employee's circumstances.
- 31.4 This clause applies for the period an employee participates in a VFWA.
 - 31.4.1 Subject to this clause, where an employee elects to participate in a VFWA, the salary or RIR allowance payable to employee, or applicable to a position, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Agreement or the Award.
 - 31.4.2 Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
 - 31.4.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

32. PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE

- 32.1 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. This clause comes into effect from date of approval of this Agreement by the Commission.
- 32.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to sixteen (16) weeks paid maternity/adoption/surrogacy leave (as applicable) on or after date of approval (the "applicable maximum period").
- 32.3 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to twenty (20) weeks (the "applicable maximum period").
- 32.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
 - 32.4.1 The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy.
 - 32.4.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, RIR, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 32.5 At the time of applying for paid maternity/adoption/surrogacy leave, the employee may elect in writing:
 - 32.5.1 To take the paid leave in two (2) periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
 - 32.5.2 To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences; or
 - 32.5.3 A combination of clauses 32.5.1 and 32.5.2 of this Agreement.

- 32.6 Where both prospective parents are employees of CE, DHA / [SA Health/SAAS], the period of paid maternity/adoption/surrogacy leave (as applicable) may be shared between employees, provided that the total period of paid maternity/adoption/surrogacy leave does not exceed the applicable maximum period and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the agency or agencies.
- 32.7 Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 32.8 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 32.9 The entitlements available to an employee pursuant to the *Paid Parental Leave Act 2010* (Cth) (as amended from time to time) or any other federal parental leave scheme will be subject to criteria and eligibility as determined by such scheme.
- 32.10 Provisions relating to unpaid maternity/adoption/surrogacy leave that are contained in the SA Health (Health Care Act) Human Resources Manual will continue to have application except where they may be inconsistent with the terms of this Agreement.

33. RETURN TO WORK ON A PART TIME BASIS

- 33.1 Subject to this clause, an employee is entitled to return to work after maternity/adoption/surrogacy leave on a part time basis, at the employee's substantive level, until the child's second birthday. The days and hours for the part time arrangement will be as agreed between the Chief Executive Officer and the employee and may then revert to full time.
- 33.2 The following conditions apply to an employee applying to return on a part time basis:
- 33.2.1 The employee will provide such request at least six (6) weeks prior to the date that the employee's maternity/adoption/surrogacy leave is due to expire, and will provide to the Chief Executive Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- 33.2.2 At least six (6) weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive Officer of SAAS whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.
- 33.3.3 An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

34. PAID PARTNER LEAVE

- 34.1 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (*pro rata* for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.
- 34.2 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 34.3 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

35. REIMBURSEMENT OF CHILDCARE COST

- 35.1 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, SAAS will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 35.2 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

- 35.3 The prior period of 24 hours is to be calculated from the time at which the work outside of ordinary hours is to begin.
- 35.4 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 35.5 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 35.6 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Sector Employment.
- 35.7 The employee will provide SAAS with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required, detailing the cost incurred, or reimbursement sought, in respect of the work.

36. DOMESTIC/RELATIONSHIP VIOLENCE

- 36.1 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and SAAS will provide reasonable access to, existing leave and flexible and safe working arrangements.
- 36.2 The parties note that Regulation 9(8) of the *Public Sector Regulations 2010* operates to apply the domestic/family violence leave provisions of up to 15 days of special leave with pay per annum to all Public Sector employees.
- 36.3 The Chief Executive Officer, or delegate, will allow employees to access special leave in accordance with Commissioner's Determination 3.1 – Employment Conditions – Hours of Work, Overtime and Leave, Section F – Special Leave with Pay and Leave Without Pay, clause f) Domestic/Family Violence Leave. In order to maintain confidentiality, public sector agencies may record special leave approved in such circumstances as "urgent pressing necessity."

PART F – CAREER STRUCTURE / REVIEWS

37. REVIEW OF OPERATIONAL CAREER OPPORTUNITIES

- 37.1 Operational career opportunities, career structure and specialist roles will be reviewed in line with and to support future service delivery models state wide.
- 37.2 SAAS will work in partnership with the AEA to:
 - 37.2.1 Review and identify enhanced improvements for career opportunities, career structure and specialist roles based on a contemporary service delivery model inclusive of professional development opportunities for all operational employees and career opportunities in the broader health context. Arising from this review the parties will prepare and issue a document for staff consultation containing options for future clinical career structure, opportunities and education requirements during the life of the Agreement.
 - 37.2.2 Agreed outcomes may be implemented during the life of the Agreement and/or inform parties during the next round of enterprise bargaining.

38. REVIEW OF EMERGENCY OPERATIONS CENTRE (EOC) STRUCTURE AND CLASSIFICATIONS

- 38.1 SAAS will conduct a review of the structure of the EOC within six (6) months of the date of approval of this Agreement, or as agreed between the parties.
- 38.2 The review will consider improvements to service delivery in accordance with the SAAS service delivery model, staff development and support and appropriate classification levels.
- 38.3 SAAS will consult with the AEA in relation to the outcomes and implementation of the review.
- 38.4 Where the parties agree that implementation of any aspect of the review requires a variation to this Agreement, an application to the Commission may be made to that effect.

39. REVIEW OF POSITION TITLES IN SCHEDULES 1 AND 2

- 39.1 SAAS and the AEA agree to the removal of position titles outlined in Schedules 1 and 2 of this Agreement and will establish a working group to develop revised Schedules during the life of this Agreement.
- 39.2 The removal of position titles is not intended to change the remuneration level and classification descriptors of positions as agreed between the parties in the Work Value/Professional Rates Case or to provide additional increment levels, but to provide flexibility for the classification of new positions for continuous improvement of services provided.

40. ANNUAL AUTHORITY TO PRACTICE

- 40.1 The parties agree to the minimum requirements as set out in SAAS Policy for the annual maintenance of Authority to Practice for employees classified in Schedules 1 and 2 of this Agreement as: Ambulance Officer, ESS Ambulance Officer, Paramedic, Intensive Care Paramedic, Extended Care Paramedic, and any other position in Schedules 1 and 2 of this Agreement that require an annual Authority to Practice to be maintained.
- 40.2 Within the first 12 months of the operation of this Agreement, SAAS will, in consultation with the AEA, revise its current clinical audit program for such employees and develop a new Professional Development Program (new program). The new program will include a portfolio of required professional and clinical development options that such employees must complete annually in order to maintain SA Ambulance Service Authority to Practice.
 - 40.2.1 The new program will be implemented during the second year of the life of this Agreement.
 - 40.2.2 Until the implementation of the new Professional Development Program commences, the current arrangement will continue to operate.

41. REVIEW OF LEVEL 6 MANAGER AND AREA CLINICAL TEAM LEADERS (ACTL) DIRECT REPORTS

- 41.1 Within three (3) months from the date of approval of this agreement, or in a time-frame as agreed between the parties, the parties will conduct and finalise a review of metropolitan geographical boundaries including the number of direct reports and span of control for all SAAS' Operational Managers and Area Clinical Team Leaders (ACTL) and the impact on Clinical Support Officers (CSO). Whilst the review is being undertaken and until completed, all current Operational

Managers will continue to oversee the number of direct reports that they have as at the date of approval of this agreement.

- 41.2 Where the parties agree that implementation of any aspect of the review requires a variation to this Agreement, an application to the Commission may be made to that effect.

42 ADDITIONAL INJURY AND INCOME PROTECTION FOR WORK INJURIES

- 42.1 The parties agree on the provision of income protection for injured employees as set out in Schedule 6 of this Agreement.
- 42.2 To remove any uncertainty or ambiguity in the operation of this clause, a party to this Agreement may make, with the agreement of other parties, an application to the Commission to amend this Agreement to include the final agreed terms reflecting the operationalisation of this additional injury and income protection. Further details of this provision can be found at **Schedule 6**.

43 REVIEW OF HISTORICAL 'ON CALL' CLAUSES

- 43.1 SAAS and the AEA will conduct a review within the first six (6) months after the date of approval of this agreement, or within a time-frame as agreed between the parties, into the application of historical 'on call' clauses within SAAS (these clauses have been the subject of discussion during enterprise bargaining negotiations).
- 43.2 The parties may by mutual agreement vary the *SA Ambulance Service Award* (the Award) to insert these historical 'on call' clauses into the Award.

44 TRANSFORMING HEALTH PRINCIPAL UNDERTAKINGS

- 44.1 The parties are committed to the principal undertakings supporting the Transforming Health principals outlined in **Schedule 5** of this Agreement.

45 MODELS OF CARE AT THE NEW ROYAL ADELAIDE HOSPITAL (RAH)

- 45.1 The parties are committed to the the principal undertakings supporting the adoption and implementation of the models of care at the new Royal Adelaide Hospital (RAH).

46 PART TIME FLEXIBLE WORKING ARRANGEMENTS

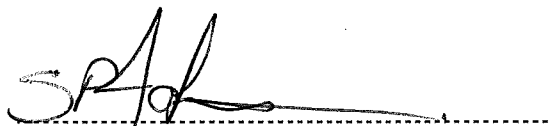
- 46.1 Within six (6) months after the date of approval of a new SAAS Agreement, or as agreed by the parties, the parties will conduct a Review of part-time/flexible working arrangements and develop and finalise a policy position that sets out such arrangements, processes and eligibility regarding the management of extra/additional hours for permanent part time employees.
- 46.2 The review will consider more flexible work arrangements including the application of clauses relating to penalty payments.

PART G – SIGNATORIES TO THE AGREEMENT

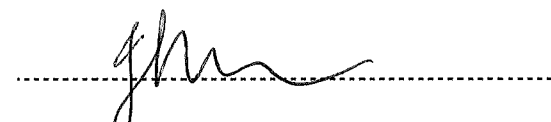
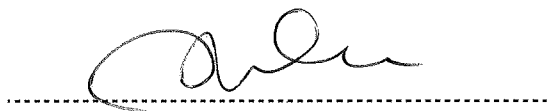
47. SIGNATORIES




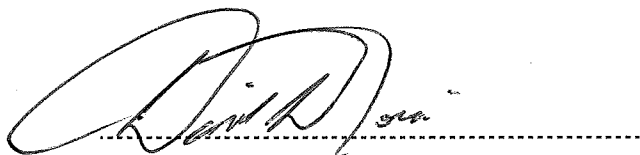
Commissioner for Public Sector Employment
as delegate of the Chief Executive,
Department of the Premier and Cabinet, as
the Declared Public Employer under the *Fair
Work Act 1994* (SA)


Witness 21 April 2017


Chief Executive, SA Health, as the
Employing Authority


Witness 21 April 2017

Secretary, Ambulance Employees
Association of SA


Witness 21 April 2017

Secretary, United Voice SA


Witness 21 APRIL 2017

SCHEDULE 1 - SALARIES

PART 1: OPERATIONAL - PATIENT TRANSFER SERVICE STREAM

Wages payable from the first full pay period on or after the dates shown below:

Part 1.1 Ambulance Officers					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
PTS 1.1	Ambulance Officer	\$44,589	\$45,704	\$46,847	\$48,018
PTS 1.2	Ambulance Officer	\$47,176	\$48,355	\$49,564	\$50,803
PTS 1.3	Ambulance Officer	\$51,051	\$52,327	\$53,635	\$54,976
PTS 1.4	Ambulance Officer	\$54,929	\$56,302	\$57,710	\$59,153
PTS 2.1	Team Leader	\$60,747	\$62,266	\$63,823	\$65,419
PTS 2.2	Team Leader	\$64,623	\$66,239	\$67,895	\$69,592
PTS 2.3	Team Leader	\$66,562	\$68,226	\$69,932	\$71,680
PTS 2.4	Team Leader	\$68,558	\$70,272	\$72,029	\$73,830

Part 1.2 Emergency Support Service					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
ESS 1.1	ESS Ambulance Officer	\$54,929	\$56,302	\$57,710	\$59,153
ESS 1.2	ESS Ambulance Officer	\$57,517	\$58,955	\$60,429	\$61,940
ESS 2.1	ESS TL	\$71,086	\$72,863	\$74,685	\$76,552
ESS 2.2	ESS TL	\$73,672	\$75,514	\$77,402	\$79,337

PART 2: OPERATIONAL – PROFESSIONAL (EMERGENCY) STREAM

Part 2.1 Sponsored Paramedic Degree Program					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
SPDP 1	Probationary Ambulance Officer	\$44,589	\$45,704	\$46,847	\$48,018
SPDP 2	Student Ambulance Officer	\$48,467	\$49,679	\$50,921	\$52,194
SPDP 3	Student Ambulance Officer	\$51,697	\$52,989	\$54,314	\$55,672
SPDP 4	Student Ambulance Officer	\$55,577	\$56,966	\$58,390	\$59,850

Part 2.2 Intern					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
1.1	Intern	\$55,577	\$56,966	\$58,390	\$59,850
1.2	Intern	\$58,160	\$59,614	\$61,104	\$62,632

Part 2.3 Paramedic					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
2.1	Paramedic, Paramedic Defined Practice	\$63,330	\$64,913	\$66,536	\$68,199
2.2	Paramedic, Paramedic Defined Practice	\$65,914	\$67,562	\$69,251	\$70,982
2.3	Paramedic	\$68,500	\$70,213	\$71,968	\$73,767
2.4	Paramedic	\$71,086	\$72,863	\$74,685	\$76,552
2.5	Paramedic	\$73,672	\$75,514	\$77,402	\$79,337
2.6	Paramedic	\$76,255	\$78,161	\$80,115	\$82,118

Part 2.4 Clinical Instructor					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
2.5	Clinical Instructor	\$73,672	\$75,514	\$77,402	\$79,337
2.6	Clinical Instructor	\$76,255	\$78,161	\$80,115	\$82,118
3.2	Clinical Instructor	\$78,842	\$80,813	\$82,833	\$84,904
3.3	Clinical Instructor	\$81,424	\$83,460	\$85,546	\$87,685

Part 2.5 Intensive Care Paramedic (ICP)					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
3.1	Intensive Care Paramedic Intern	\$77,547	\$79,486	\$81,473	\$83,510
3.2	Intensive Care Paramedic	\$78,842	\$80,813	\$82,833	\$84,904
3.3	Intensive Care Paramedic	\$81,424	\$83,460	\$85,546	\$87,685
3.4	Intensive Care Paramedic	\$84,011	\$86,111	\$88,264	\$90,471
3.5	Intensive Care Paramedic	\$86,593	\$88,758	\$90,977	\$93,251

Part 2.6 SPRINT Paramedic					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
3.2	SPRINT Paramedic	\$78,842	\$80,813	\$82,833	\$84,904

Part 2.7 ICP Solo Responder					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
4.1	ICP Solo Responder	\$90,473	\$92,735	\$95,053	\$97,429

Part 2.8 Special Operations Team (SOT), Extended Care Paramedics (ECP)					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
5.1	SOT/Retrieval ICP, ECP	\$102,104	\$104,657	\$107,273	\$109,955
5.2	SOT/Retrieval ICP, ECP	\$104,688	\$107,305	\$109,988	\$112,738
5.3	SOT/Retrieval ICP, ECP	\$108,567	\$111,281	\$114,063	\$116,915

PART 3: OPERATIONAL – PROFESSIONAL (EMERGENCY) STREAM - MANAGEMENT

Part 3.1 Paramedic Team Leader: Clinical (CTL), ESS (ESSTL), Regional (RTL), Paramedic Development Intern Team Leader (PDITL)					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
3.4	CTL/RTL <12 reports	\$84,011	\$86,111	\$88,264	\$90,471
3.5	CTL/RTL <12 reports	\$86,593	\$88,758	\$90,977	\$93,251
4.3	CTL/RTL/PIDTL >12 reports;	\$95,642	\$98,033	\$100,484	\$102,996
4.4	CTL/RTL/PIDTL >12 reports; ESS CTL*	\$98,226	\$100,682	\$103,199	\$105,779

* The ESS CTL classification at pay-point 4.4 only applies to those employees grandparented under the SA Ambulance Service Enterprise Agreement 2017.

Part 3.2 Intensive Care Paramedic Team Leader: Clinical (CTL), Regional (RTL), Area (ACTL)					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
4.1	CTL/RTL <12 reports	\$90,473	\$92,735	\$95,053	\$97,429
4.2	CTL/RTL <12 reports	\$93,056	\$95,382	\$97,767	\$100,211
5.3	CTL/RTL >12 reports, ACTL	\$108,567	\$111,281	\$114,063	\$116,915
5.4	CTL/RTL >12 reports, ACTL	\$111,151	\$113,930	\$116,778	\$119,697

Part 3.3 Clinical Education, Support and Governance					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
4.2	Clinical Educator	\$93,056	\$95,382	\$97,767	\$100,211
5.3	Clinical Support Officer	\$108,567	\$111,281	\$114,063	\$116,915
5.4	Clinical Support Officer	\$111,151	\$113,930	\$116,778	\$119,697

Part 3.4 Special Operations Team Leader					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
5.4	SOT Clinical Team Leader	\$111,151	\$113,930	\$116,778	\$119,697

Part 3.5 Operational Management					
Pay point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
6.1	Operations Manager, Risk and Safety Manager, Special Operations Manager, State Duty Manager, Operations Manager Performance & Logistics, Manager Emergency Preparedness, Business Operations Manager	\$124,076	\$127,178	\$130,357	\$133,616

PART 4 – OPERATIONAL: EMERGENCY OPERATIONS CENTRE (EOC)

Pay Point	Classification	31-Dec-14	31-Dec-15	31-Dec-16	31-Dec-17
	Probationary EMDSO	\$49,575	\$50,814	\$52,084	\$53,386
	EMDSO	\$55,028	\$56,404	\$57,814	\$59,259
	Probationary Coordinator	\$55,413	\$56,798	\$58,218	\$59,673
	Coordinator Level 1	\$59,827	\$61,323	\$62,856	\$64,427
	Coordinator Level 2	\$63,158	\$64,737	\$66,355	\$68,014
	Coordinator Level 3	\$66,490	\$68,152	\$69,856	\$71,602
	Coordinator Level 4	\$69,239	\$70,970	\$72,744	\$74,563
	Communications Team Leader	\$75,344	\$77,228	\$79,159	\$81,138

SCHEDULE 2 - CLASSIFICATIONS

The following classification structure and level descriptors shall apply to the:

- Operational – Patient Transfer Service Stream;**
- Operational – Professional (Emergency) Stream;**
- Operational – Professional (Emergency) Management Stream; and**
- Operational – Emergency Operations Centre (EOC).**

OPERATIONAL – PATIENT TRANSFER SERVICE STREAM

PTS Ambulance Officer (Level PTS 1.1 – 1.4)

Employees at this level:

- Hold Certificate IV or equivalent recognised by the employer;
- Successfully complete annual role re-accreditation requirements;
- Provide transport and care of elective patients;
- Maintain basic emergency care first response capability;
- Provide support and guidance to newer or less experienced staff, ambulance officers, paramedic Interns and Volunteer Ambulance Officers;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of Interns;
- Demonstrate professional driving skills under emergency conditions, providing timely responses without compromising a safe and stable platform for patient care; and
- Carry out assigned tasks and roles at scenes and major incidents.

PTS Team Leader (Level PTS 2.1 – 2.2)

Employees in this role:

- Hold Certificate IV or equivalent recognised by the employer;
- Have worked to at least PTS increment 3;
- Successfully complete annual role re-accreditation requirements;
- Provide transport and care of elective patients;
- Maintain basic emergency care first response capability;
- Possess clinical intervention skills beyond PTS;
- Work within specified protocols within the clinical framework;
- Demonstrate professional driving skills under emergency conditions, providing timely responses without compromising a safe and stable platform for patient care;
- By providing effective scene management, contribute to patient safety, risk minimisation and safe work activities within the practice setting;
- Co-ordination and leadership of a PTS team's activities to achieve continuity and quality of patient care;
- Provide support and guidance to newer or less experienced staff, PTS ambulance officers, paramedic Interns and Volunteer Ambulance Officers;
- Provide guidance, instruction, mentoring and assessment of paramedic Interns and/or students;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of Interns;
- Participate in curriculum development;
- Clinical development of individuals and groups;
- Lead a team within the practice framework established by the Ambulance Service;
- Role model professional behaviour;
- Undertake a combination of patient care / team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee PTS ambulance patient care delivery for a specific area;
- Liaise with external agencies and healthcare providers;
- Fulfil roles at major incidents which could include command and control;
- Performance manage team members;

- Provide services in the transport and care of mental health patients and bariatric patients on a sessional basis and at need;
- Provide transport of patient with aortic balloon pumps;
- Review decisions, assessments, and recommendations from less experienced paramedics, students, PTS officers and Volunteer Ambulance Officers;
- Continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience;
- Make professional judgement either to initiate patient care treatment or to activate an appropriate resource;
- Lead a team of 12 or less direct reports within the professional practice framework established by the Ambulance Service.

PTS Team Leader (Level PTS 2.3 – 2.4)

In addition to the responsibilities outlined above for PTS Team Leader 2.1-2.2 above, employees at this level will do the following:

- Lead a team of 12 or more direct reports within the professional practice framework established by the Ambulance Service.

Emergency Support Service (Level ESS 1.1 – 1.2)

Employees in this role may, in addition to the transport and care of elective patients:

- Have worked as a qualified PTS officer and received training in escort of mental health patients.
- Maintain basic emergency care first response capability;
- Carry out assigned tasks and roles at scenes and major incidents;
- Provide clinical intervention skills beyond PTS;
- Provide specialist services in the transport and care of mental health patients and bariatric patients on a sessional basis and at need;
- Provide specialist transport of patient with aortic balloon pumps;
- Work within specified protocols within the clinical framework;
- Provide support and guidance to newer or less experienced staff, ambulance officers, paramedic Interns and Volunteer Ambulance Officers;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of Interns;
- Demonstrate professional driving skills under emergency conditions, providing timely responses without compromising a safe and stable platform for patient care;
- Successfully complete annual role re-accreditation requirements;
- Review decisions, assessments, and recommendations from less experienced paramedics, students and volunteer ambulance officers;
- Continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience;
- Make professional judgments either to initiate patient care treatment or to activate an appropriate resource;
- Operate as emergency response in remote areas without the supervision of a Paramedic as a crew.

ESS Team Leader (Levels 2.1-2.2)

Employees engaged in this role use their clinical knowledge and experience to provide pivotal coordination of patient care delivery for multiple ESS teams within the Metropolitan Area, and non-emergency ambulance activities in regional areas.

Employees in this role:

- Hold a Certificate IV or equivalent recognised by the employer;
- Have worked to at least ESS1.1, either as a substantive or existing reliever;
- Maintain basic emergency care first response capability;
- Coordinate and lead multiple ESS team activities to achieve continuity and quality of patient care;
- Work within specified protocols within the clinical framework;
- Demonstrate professional driving skills under emergency conditions, providing timely responses without compromising a safe and stable platform for patient care;
- By providing effective scene management, contribute to patient safety, risk minimisation and safe work activities within the practice setting;

- Lead ESS teams and provide transport and care as required within the professional practice framework established by the Ambulance Service, including but not limited to specialist/multidiscipline functions such as bariatric care and transport, and mental health care and transport;
- Maintain own accreditation to operate at the defined clinical level for ESS;
- Undertake a combination of patient care / team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee ambulance patient care delivery within ESS;
- Performance management of team members;
- Provide support and guidance to newer or less experienced staff, PTS ambulance officers, students and Volunteer Ambulance Officers;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of students;
- Provide clinical development for individuals and groups;
- Participate in curriculum development;
- Role model professional behaviour;
- Liaise with and maintain sound working relationships with external agencies and healthcare providers;
- Fulfil roles at major incidents which could include command and control;
- Review decisions, assessments, and recommendations from less experienced students, ESS officers and Volunteer Ambulance Officers;
- Provide strategic leadership in support of operational management for innovation, change processes and coordinated responses in ESS;
- Continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience;
- Make professional judgement either to initiate patient care treatment or to activate an appropriate resource.

OPERATIONAL – PROFESSIONAL (EMERGENCY) STREAM and OPERATIONAL – PROFESSIONAL (EMERGENCY) MANAGEMENT STREAM

Sponsored Paramedic Degree Students

Employees at this level have been selected to be sponsored by the employer to complete the Bachelor of Health Science (Paramedic) or equivalent.

Employees at this level:

- Initially hold a Certificate IV BEC or equivalent recognised by the employer;
- Progress towards the successful attainment of Bachelor of Health Science (Paramedic) or equivalent on a part-time basis;
- Work under direct supervision by more senior clinicians (levels 2 and above) throughout their studentship;
- Provide direct ambulance supervised clinical practice to patients on a shift by shift basis;
- Increase in capability in performing the role throughout the studentship.

LEVEL 1

First increment includes graduates and undergraduates of the Bachelor of Health Science (Paramedic) or equivalent during deployment to the non emergency patient services stage of internship, the second increment graduates during the emergency stage of the internship.

Employees at this level normally operate under imposed constraints in regard to the selection and adaptation of patient care strategies.

Under graduate and graduate student interns

Employees in this role:

- Prior to graduating in the Bachelor in Health Science (Paramedic) or equivalent, undertake a stage 1 internship programme at increment 1.1 which commences in elective ambulance service;
- Upon successful completion of the Bachelor in Health Science (Paramedic) or equivalent qualification, advance to increment 1.2 and stage 2 Internship programme in emergency ambulance operations;

- Work under direct supervision of a Clinical Instructor until successful completion the paramedic intern development team stage of the internship, where after under supervision of a qualified paramedic level 2 or higher;
- Work under decreasing levels of supervision whilst progressing through the internship;
- Accept responsibility for acquiring and applying knowledge throughout the internship.

LEVEL 2

Employees classified at this level are base line autonomous ambulance clinicians holding the qualification of Bachelor of Health Science (Paramedic), plus a minimum 12 month internship, or an equivalent as recognised by the employer. Such employees must also have the authority to practice at this level in accordance with the appropriate Clinical Practice Manual as authorised by the employer.

Employees at this level provide base line ambulance paramedic clinical services. The role at this level consolidates knowledge and skills and develops in capability through continuous professional development and experience. Employees at this level:

- Select and adapt patient intervention strategies within the clinical framework best suited to the circumstances, in a time-critical setting;
- Make complex and critical professional judgements that may have significant impact on patient outcomes;
- Accept accountability for their decisions and for their own standards of ambulance patient care.

Employees in this role will, with increasing capability:

- Provide direct ambulance clinical practice to patients on a shift by shift basis using any care setting;
- Use foundation theoretical knowledge and evidence based guidelines exercising independent judgement to implement individual and/or group patient care options;
- Instigate effective patient intervention strategies autonomously within the clinical guidelines framework, with little or no direct supervision or support;
- Successfully complete annual role re-accreditation requirements;
- Participate in quality assurance and/or evaluative research activities within practice setting;
- By providing effective scene management, contribute to patient safety, risk minimisation and safe work activities within the practice setting;
- Coordinate services, including those of other disciplines or agencies, as part of scene management;
- Appropriately deal with people/patients exhibiting challenging behaviours;
- Review decisions, assessments, and recommendations from less experienced Paramedics, Level 1 Paramedics, students, PTS officers and Volunteer Ambulance Officers;
- Provide support and guidance to newer or less experienced staff, ambulance officers, paramedic interns and Volunteer Ambulance Officers;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of paramedics and paramedic interns;
- Act as a role model in the provision of treatment and care of patients;
- Continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience;
- Demonstrate professional driving skills under emergency conditions, providing timely responses without compromising a safe and stable platform for patient care.

Paramedic Defined Practice (Levels 2.1 – 2.2)

Employees at this level do not progress beyond level 2.2.

Clinical Instructor (Levels 2.5 – 2.6)

In addition to the responsibilities set out above, employees engaged in this role use their paramedic clinical knowledge and experience to provide corporate support to ambulance clinical practice in areas such as:

- Provision of guidance, instruction, mentoring and assessment for graduate interns and/or students;
- Provision of clinical development for individuals;
- Review decisions, assessments, and recommendations from less experienced Paramedics, Level 1 Paramedics, paramedic Interns, students, PTS officers and volunteer ambulance officers;
- Provision of support and guidance to newer or less experienced staff, ambulance officers and
- Paramedic Interns and Volunteer Ambulance Officers;

- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of Interns.

Employees in this role must have advanced to at least level 2.3, and will commence at level 2.5. Transition to level 3 is automatic.

LEVEL 3

In addition to the responsibilities set out for Paramedic Level 2, employees at this level provide more specialised levels of clinical knowledge, education provision or supervision.

Employees at this level will, according to their role:

- Have progressed to a minimum of Paramedic Level increment 2.3;
- Provide advanced clinical skills with greater independence in decision making;
- Provide instruction, guidance and assessment of paramedic interns, and undergraduate students;
- Provide leadership and supervision of a team ambulance of paramedics or teams of volunteer ambulance officers, for less than seven reports.

Clinical Instructor (Level 3.2 – 3.3)

Employees engaged in this role use their paramedic clinical knowledge and experience to provide corporate support to ambulance clinical practice in areas such as:

- Provision of guidance, instruction, mentoring and assessment for graduate interns and/or students;
- Provision of clinical development for individuals;
- Review of decisions, assessments, and recommendations from less experienced Paramedics, Level 1 Paramedics, students and volunteer ambulance officers;
- Provision of support and guidance to newer or less experienced staff, ambulance officers, Paramedic Interns and Volunteer Ambulance Officers;
- Supporting ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of interns.

Sprint Paramedic Level 3.2

Employees classified at this level must hold the relevant qualifications identified in Paramedic Level 2. They must maintain their authority to practice at their clinical level on an emergency ambulance. They must be able to perform in a single, autonomous role. The role includes:

- Rapidly responding to cases in an efficient and proficient manner;
- Rapid assessment and triage of patients;
- Rapid assessment of further resources or cancelling of resources whilst providing life saving treatment;
- Rapid turn-around times for increased availability for next case.

Intensive Care Paramedic (Level 3.1 – 3.5)

Employees classified at this level must hold the relevant qualifications identified in Paramedic Level 3 and are also required to have successfully completed the relevant clinical education required for advancement to this level. Such employees must also have the authority to practice at this level in accordance with the Clinical Practice Manual Intensive Care Paramedic Guidelines as authorised by the employer.

Employees in this role will:

- Provide direct ambulance clinical practice to patients/clients on a shift by shift basis using any care setting;
- Gain and sustain advanced clinical knowledge and skills to operate at the Intensive Care practice level;
- Use the advanced theoretical knowledge and evidence based guidelines to exercise independent judgement in order to implement individual and/or group patient care options;
- Successfully complete annual role re-accreditation requirements;
- Participate in quality assurance and/or evaluative research activities within practice setting;
- Instigate effective patient intervention strategies autonomously within the clinical guidelines framework, with little or no direct supervision or support;
- Appropriately deal with people/patients exhibiting challenging behaviours;

- Review decisions, assessments, and recommendations from less experienced Paramedics, Level 1 and 2 Paramedics, students, PTS officers and Volunteer Ambulance Officers;
- Provide support and guidance to newer or less experienced staff, ambulance officers, paramedics
- Level 2, paramedic Interns, intensive care paramedic interns and Volunteer Ambulance Officers;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of Interns;
- Act as a role model in the provision of treatment and care of patients;
- Continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

Paramedic Clinical Team Leader (Levels 3.4 – 3.5)

Employees engaged in this role use their paramedic clinical knowledge and experience to provide pivotal coordination of patient care delivery in a defined team within an area. The main focus of this role is line management; responsibilities include:

- Maintenance of own accreditation as an paramedic level 2;
- Co-ordination and leadership of a paramedic team's activities to achieve continuity and quality of patient care;
- Lead a team of 12 or less direct reports within the professional practice framework established by the Ambulance Service;
- Role modelling professional behaviour;
- Undertake a combination of patient care / team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee ambulance patient care delivery for a specific area;
- Performance management of team members.

This classification commences at level 3.4

LEVEL 4

In addition to the responsibilities set for Paramedic Level 3, employees at this level provide more specialised levels of clinical knowledge, education provision and/or Supervision:

- Higher Clinical skills
 - In a road practice setting
 - Extended Practice Paramedic
 - ICP Solo Responder
- Education
 - Clinical Educator
 - Regional Team Leader (ICP)
 - Paramedic Intern Team CTL
- Supervisory
 - Intensive Care Paramedic Clinical Team Leader
 - Paramedic Intern Team CTL
 - ESS Clinical Team Leader
 - Paramedic RTL
 - Paramedic CTL greater than 12 reports

Employees classified at this level accept accountability, as appropriate to their specific role, for:

- Providing expert ambulance clinical care;
- Providing clinical leadership to paramedics, ambulance officers and volunteer ambulance officers; Ambulance clinical practice outcomes;
- Addressing inconsistencies between practice and policy;
- Developing team performance in the interest of patient outcomes;
- Providing specialist aeromedical retrieval and rescue operations;
- Contributing to ambulance service clinical governance.

Employees at this level who do not work shift cycles may receive an allowance equivalent to the

Metropolitan Composite Rate as payment in lieu of shift penalties depending upon the extended practice and the flexible environment in which the work is performed.

ICP Solo Responder Level 4.1

Employees classified at this level must hold the relevant qualifications identified in Intensive Care Paramedic (Level 3.1 – 3.5) descriptor. Intensive Care Paramedics must be appointed to this role and have successfully completed the single response training program. They must maintain their authority to practice at their clinical level. They must be able to perform in a single, autonomous role. The role includes:

- Rapidly responding to cases in an efficient and proficient manner either as a solo responder or providing intensive care support to other crews;
- Rapid assessment and triage of patients;
- Rapid assessment of further resources or cancelling of resources whilst providing life saving treatment;
- Rapid turn-around times for increased availability for next case.

This classification has no incremental advancement.

Paramedic Clinical Team Leader (Levels 4.3 – 4.4)

Employees engaged in this role use their paramedic clinical knowledge and experience to provide pivotal coordination of patient care delivery in a defined team within an area. The main focus of this role is line management:

- Maintenance of own accreditation as an paramedic level 2;
- Co-ordination and leadership of a paramedic team's activities to achieve continuity and quality of patient care;
- Lead a team of greater than 12 direct reports within the professional practice framework established by the Ambulance Service;
- Role modelling professional behaviour;
- Undertake a combination of patient care / team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee ambulance patient care delivery for a specific area;
- Performance management of team members.

Regional Team Leader (Paramedic) (Levels 4.3 – 4.4)

- Employees engaged in this role use their advanced clinical knowledge and experience to provide corporate support services to ambulance clinical practice in areas such as:
- Provision of learning experiences, educational materials, knowledge access systems, and expertise to support volunteer and career clinicians undertaking local teaching;
- Co-ordination and leadership of a number of volunteer ambulance officer team's activities to achieve continuity and quality of patient care;
- Lead multiple volunteer ambulance officer teams within the clinical practice framework established by the Ambulance Service;
- Undertake a combination of patient care area/ team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee, ambulance patient care delivery for specific areas;
- Role modelling professional behaviour.

Paramedic ESS Clinical Team Leader (Level 4.4) *

Employees engaged in this role use their paramedic clinical knowledge and experience to provide pivotal coordination of patient care delivery for multiple teams within the Metropolitan Area, and elective ambulance activities in regional areas. The main focus of this role is line management:

- Co-ordination and leadership of multiple ESS team's activities to achieve continuity and quality of patient care;
- Lead ESS teams within the professional practice framework established by the Ambulance Service, including specialist/multidiscipline functions such as bariatric care and transport, and mental health care and transport;

* The ESS CTL classification at pay-point 4.4 only apply to those employees grandparented under the SA Ambulance Service Enterprise Agreement 2017.

- Establish and maintain sound working relationships with external agencies such as RFDS and Mental Health;
- Maintaining own accreditation as Paramedic Level 2;
- Role modelling professional behaviour;
- Undertake a combination of patient care / team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee ambulance patient care delivery for a region;
- Performance management of team members;
- Provide guidance, instruction, mentoring and assessment of Graduate Interns and/or students;
- Provide clinical development for individuals and groups;
- Provide strategic leadership in support of operational management for innovation, change processes and coordinated responses in the Ambulance Transfer Service;
- Provide upward relief for Operations Manager, Transport Services.

Paramedic Intern Development Team Clinical Team Leader (Levels 4.3 – 4.4)

Employees engaged in this role use their paramedic clinical knowledge and experience to provide line management and clinical guidance and development of Clinical Instructors and paramedic interns in areas such as:

- Co-ordination and leadership of a paramedic intern development team's activities to achieve
- Continuity and quality of patient care;
- Lead a team within the professional practice framework established by the Ambulance Service;
- Undertake a combination of patient care area/team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Performance management of team members;
- Provide guidance, instruction, mentoring and assessment of Graduate Interns and/or students;
- Provide clinical development for individuals and groups;
- Role modelling professional behaviour.

Clinical Educator (Level 4.2)

Employees in this role:

- Hold training and assessment qualification (ie Certificate IV in Training and Assessment) or able to show past experience in this area;
- Use their clinical knowledge and experience to deliver educational services, and programs and participate in the assessment process;
- Participate in the development of course material and assessments;
- Provide advice and clinical expertise to students;
- Provide individual coaching/mentoring to students as required;
- Employees undertaking the role of Clinical Educator are remunerated at level 4.2 for the period during which they are undertaking that role only.

LEVEL 5 –

This level includes Clinical Support Officers, SOT Team Leader, Area Team Leaders, ICP Clinical and Regional Team Leaders, Extended Care Paramedic, SOT ICPs (Retrieval) and Retrieval Paramedics.

In addition to the requirements set out in level 4, employees classified at this level use their clinical knowledge and experience to provide a corporate support service to ambulance practice and services in areas such as education methodologies, staffing methodologies, recruitment and selection, human resource management, financial administration, risk management processes and information systems management.

Employees classified at this level will:

- Accept accountability, as appropriate to their specific role;
- Initiate and formulate programmes;
- Undertake projects/investigations of significant complexity;
- Provide specialist advice and consultancy within the ambulance service and to external agencies;
- Interpret and implement policy;

- Maintain own accreditation as an Intensive care paramedic where appropriate to the role;
- Provide clinical development for individuals and groups;
- Role model and manage professional behaviour.

Various roles may be used to enact this role, which is focused on providing management support to specific portfolio/s.

Employees at this level who do not work shift cycles may receive an allowance equivalent to the Metropolitan Composite Rate as payment in lieu of shift penalties depending upon the extended practice and the flexible environment in which the work is performed.

Employees in this role may, as appropriate to the role:

- Provide, oversee and advise on corporate management and systems services that are by complexity or breadth, demonstrably beyond the usual range; OR
- Lead a team of greater than 12 direct reports and/or accept accountability for a major administrative portfolio demonstrably beyond the usual range; OR
- Initiate and lead projects of significant scope and complexity such as capital works developments or major systems changes;
- Integrate corporate and local service coordination to achieve continuity of patient services;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Use and develop or make significant adaptation to clinical and/or management information systems;
- Develop customised Key Performance Indicators and/or outcomes measurement models that influence organisation wide reporting processes;
- Directly undertake and/or oversee a major research or evaluative project;
- Identify the need for, lead implementation of, and evaluate changes in organisational processes and practices in response to emerging service and workforce needs;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role;
- Use their advanced clinical knowledge and experience to provide pivotal coordination of patient care delivery in a defined team within an area;
- Provide line management of a team as a main focus;
- Undertake a combination of patient care / team leadership and resource management;
- Co-ordinate and lead a paramedic team's activities to achieve continuity and quality of patient care;
- Lead a team within the professional practice framework established by the Ambulance Service;
- Lead, coach, coordinate and support direct reports;
- Provide instruction, guidance and assessment of paramedic interns, and undergraduate students;
- Support ambulance clinical practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of Interns;
- Coordinate and oversee ambulance patient care delivery for a specific area;
- Performance manage team members;
- Manage major incidents at operational and tactical level, coordinating all participating resources including other agencies in all aspects of patient care.

Employees in this role may be required to:

- Act as a consultant to the state or national health system in area of expertise;
- Provide a support/advisor role to other Managers;
- Undertake the work of a portfolio beyond the usual range for the setting, within the corporate administrative framework and delegations of responsibility;
- Where required by the organisation, provide "after hours" oversight and management of the activities of the ambulance service including staff allocation, implementation of disaster response and recalling staff beyond the usual range of responsibility;
- Provide learning experiences, educational materials, knowledge access systems, and expertise to support clinicians undertaking local teaching;
- Develop curricula for ambulance clinicians;
- Provide clinical development of individuals and groups; Influence and/or develop corporate policy;
- Provide a first response capability to support other clinicians and in the interests of patient care.

Special Operations Team Intensive Care Paramedic / Retrieval (Levels 5.1 - 5.4)

Employees engaged in this role have built on their advanced clinical knowledge and experience to provide expert ambulance clinical care beyond that of intensive care paramedic, and specialist skills and physical fitness to ensure ambulance service response capability for:

- Aeromedical retrievals; confined space rescue; vertical rescue;
- Urban search and rescue;
- Helicopter search and rescue;
- Emergency medical support for SAPol Special Task and Rescue Group;
- HAZMAT/CBR incidents;
- Health care/ medical support to multi agency rescue and/or response teams;
- Provision of expert technical/clinical advice to the organisation, and to external agencies.

Employees in this role will:

- Maintain accreditation as an Intensive care paramedic;
- Maintain accreditation as a Special Operations Team member;
- Maintain personal fitness to the standard required.

Regional Team Leader (ICP) (Levels 5.3 – 5.4)

Employees engaged in this role use their advanced clinical knowledge and experience to provide corporate support services to ambulance clinical practice in areas such as:

- Provision of learning experiences, educational materials, knowledge access systems, and expertise to support volunteer and career clinicians undertaking local teaching;
- Co-ordination and leadership of a number of Volunteer Ambulance Officer team's activities to achieve continuity and quality of patient care;
- Lead multiple volunteer ambulance officer teams within the clinical practice framework established by the Ambulance Service;
- Undertake a combination of patient care area/ team leadership and resource management;
- Maintain productive working relationships and manage conflict resolution;
- Coordinate and oversee, ambulance patient care delivery for specific areas;
- Role modelling professional behaviour.

LEVEL 6

Employees classified at this level use their clinical knowledge and experience to provide strategic and operational leadership, governance, and direction for the state's ambulance services. These roles balance and integrate strategic and operational perspectives within a specified span of appointment.

Employees in this role accept accountability for the governance and practice standards of ambulance clinicians in a division, region and/or on a state wide basis; the effective implementation of corporate systems to support, evaluate and consistently improve ambulance practice and healthy work environments, and the cost effective provision of health services within their span of appointment.

Employees at this level will typically, depending on the role:

- Provide corporate professional ambulance practice advice, leadership, and management for a specified Region or Division with less than 5 direct reports;
- Provide professional ambulance practice advice and leadership to less than 5 direct reports at Level 3, 4 and/or 5;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to ambulance practice and ambulance service needs within span of control;
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- Contribute to and implement the corporate ambulance professional practice framework established by the employer;
- Implement the corporate administrative and risk management frameworks within span of responsibility;
- Contribute to financial budgeting and management within a culture of due diligence; Guide the use of information systems to inform decision making, and manage practice;
- Oversee human resource systems implementation including processes and standards of ambulance

- clinical staff recruitment, performance, development and retention;
- Lead, coach, coordinate and support direct reports;
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Provide strategic leadership for innovation, change processes, and coordinated responses to emerging service and workforce needs within span of control;
- Provide corporate professional ambulance practice advice, leadership, and management for a specified service division or function; OR
- Provide corporate professional ambulance advice and leadership to a specified group ambulance clinicians;
- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role.
- Provide corporate management of ambulance services for a specified division or region; Provide corporate management of specified functional services within the ambulance service; Undertake financial budgeting and management within a culture of due diligence;
- Develop and guide the use of information systems to inform decision making, and manage practice;
- May be required to manage or oversee an organisational portfolio or long term and/or significant project;
- May be required to provide management of services other than direct ambulance clinical practice;
- Provide collegiate and professional leadership to and for Level 2, 3, 4 and/or 5 ambulance clinicians;
- Develop an integrated, collaborative and evaluative practice culture for Level 2,3,4 and/or 5 ambulance clinicians across span of appointment;
- Collaboratively develop and monitor a strategic framework for ambulance clinical practice research and practice development in the South Australian public sector;
- Provide high level advice at ambulance corporate level. Provide high level advice to other Health agencies, Health Units, Community Services and/or Clinical Networks on all aspects of ambulance clinical practice;
- Co-ordinate the participation of ambulance clinicians in clinical guideline and protocol development;
- Liaise between Clinical Networks and the ambulance service in regard to ambulance clinical practice that will achieve enhanced patient journeys and population health targets;
- Participate in clinical services planning and review at State level;
- The role may be sessional in combination with clinical practice responsibilities.

OPERATIONAL – EMERGENCY OPERATIONS CENTRE STREAM

Probationary EMDSO (Emergency Medical Dispatch Support Officer) – means a Trainee EMDSO who has successfully completed the initial 6 weeks service as a Trainee EMDSO and who in addition is continuing to undertake completion of the Certificate III Ambulance Communications (EMDSO).

EMDSO – means an EMDSO who has completed a further 12 weeks service and achieved the authority to practice as an EMDSO and who in addition is continuing to undertake completion of the Certificate III Ambulance Communications (EMDSO).

Probationary Co-ordinator – means a Call Taker who has completed a minimum of 1 year service after achieving authority to practice as a Call Taker and who has been selected and appointed to undertake a probationary period of 9 weeks service.

Co-ordinator Level 1 – means a Probationary Co-ordinator who has successfully completed 9 weeks service as a Probationary Co-ordinator and has completed the Certificate IV Ambulance Communications (Dispatch).

Co-ordinator Level 2 – means a Co-ordinator Level 1 who has successfully completed the Certificate IV Ambulance Communications (Dispatch) and who in addition has completed a minimum of 1 year service as a Co-ordinator Level 1. In addition, a Co-ordinator Level 2 is required to mentor the development of other co-ordinators within the Communications Centre.

Co-ordinator Level 3 – means a Co-ordinator level 2 who has completed a minimum of 2 years' service as a Co-ordinator and who has been selected and appointed to be trained in the co-ordination of ambulance resources in South Australia. In addition, a Co-ordinator Level 3 is required to commence the Team Leader Technical Training & Development program which must be completed within 2 years of commencement.

Co-ordinator Level 4 – means a Co-ordinator Level 3 who has completed a minimum of 2 years' service as a Co-ordinator Level 3 and who has completed the Team Leader Technical Training & Development program.

Communications Team Leader – means a Co-ordinator who has completed the Team Leader Technical Training & Development program in addition to a minimum of 2 years' service as a Co-ordinator and who has been selected and appointed as a Communications Team Leader to provide leadership to Communications Teams within the Communications Centre.

SCHEDULE 3 - REGIONAL INCENTIVE PAYMENTS AND SPECIAL ON CALL PAYMENTS

(A) Regional Incentive Payments (RIP)

REGIONAL INCENTIVE PAYMENTS

Station	Year 1 \$ per week	Year 2 \$ per week	Year 3 \$ per week	Year 4 \$ per week	Year 5 \$ per week
Angaston	24.18	26.87	30.91	37.59	42.97
Barmera	24.18	26.87	30.91	37.59	42.97
Berri	24.18	26.87	30.91	37.59	42.97
Bordertown	24.18	26.87	30.91	37.59	42.97
Ceduna	53.72	91.33	96.72	102.08	107.44
Clare	24.18	26.87	30.91	37.59	42.97
Cooper Pedy	53.72	91.33	96.72	102.08	107.44
Kangaroo Island	48.36	53.72	57.20	60.43	67.16
Loxton	24.18	26.87	30.91	37.59	42.97
Millicent	48.36	53.72	57.20	60.43	67.16
Mt Gambier	24.18	26.87	30.91	37.59	42.97
Murray Bridge	24.18	26.87	30.91	37.59	42.97
Naracoorte	48.36	53.72	57.20	60.43	67.16
Pt Augusta	48.36	53.72	57.20	60.43	67.16
Pt Lincoln	24.18	26.87	30.91	37.59	42.97
Pt Pirie	24.18	26.87	30.91	37.59	42.97
Renmark	24.18	26.87	30.91	37.59	42.97
Tanunda	24.18	26.87	30.91	37.59	42.97
Victor Harbor	24.18	26.87	30.91	37.59	42.97
Waikerie	24.18	26.87	30.91	37.59	42.97
Walleroo	24.18	26.87	30.91	37.59	42.97
Whyalla	48.36	53.72	57.20	60.43	67.16
Woodside	24.18	26.87	30.91	37.59	42.97

(B) Special On Call Payments

SPECIAL ON-CALL PAYMENTS

LOCALITY	FROM DATE OF APPROVAL \$ per week
Barossa	43.58
Barmera	43.58
Loxton	43.58
Millicent	43.58
Pt Augusta	43.58
Pt Pirie	43.58
Waikerie	43.58
Whyalla	43.58

SCHEDULE 4 - ROLLED IN RATES

Location	Rolled in Rate
Metro Emergency Operations Day/Night ("Metropolitan Composite Rate")	37.57%
Metro Emergency Operations Day/Afternoon	36.66%
Metro Emergency Operations E Shift	36.79%
Metro Emergency Operations Spare Pool	37.57%
Emergency Operations Centre 4x4 rosters for Dispatcher or EMDSO	37.57%
Emergency Operations Centre alternate roster for Dispatcher	29.77%
Emergency Operations Centre alternate roster for EMDSO	27.88%
ESS 7 Day roster, day shift only	30.00%
ESS Day/Afternoon	36.66%
ESS Day/Night	37.57%
ESS Bariatric 3x3 (DDN)	34.02%
Barmera	55.703%
Barossa	47.14%
Berri	37.57%
Fleurieu RMTS	36.00%
Loxton	55.703%
Millicent	55.703%
Mount Barker	37.57%
Mount Gambier	37.57%
Mount Gambier RMTS	36.00%
Murray Bridge	37.57%
Murray Bridge RMTS	36.00%
Naracoorte	37.57%
Port Augusta	47.14%
Port Lincoln	37.57%
Port Pirie	47.14%
Port Pirie – 10/14 no on call	37.57%
Renmark	37.57%
Victor Harbor	37.57%
Victor Harbor RMTS	36.66%
Walleroo RMTS	36.00%
Waikerie	55.703%
Whyalla	47.14%
Woodside	37.57%

SCHEDULE 5 - TRANSFORMING HEALTH PRINCIPAL UNDERTAKINGS

The parties bound by this Agreement are committed to the health reform agenda and to reform across SA Ambulance Service focused on improving the working lives of our people and the care provided to patients.

The parties subject to this agreement will work in partnership to achieve the best in contemporary, effective, safe, and high quality ambulance services based on improving efficiency and effectiveness in the provision of all aspects of ambulance service delivery, and health services in this State, in order to achieve the best possible health outcomes for the public of South Australia.

As a significant component of this process it is acknowledged that Transforming Health (TH) provides the platform adopted by SA Health and Government for the reform and enhancement of the public health system. It is also acknowledged that a separate reform programme focused on the needs of SA Ambulance Service is required to be designed and delivered in partnership by the parties bound by this agreement.

It is recognised that Department of Health and Ageing has adopted targets or objectives which relate to the TH agenda. The AEA and SAAS will work in a continued partnership to:

- Improve patient access to, and outcomes from, emergency and elective ambulance service delivery;
- Identify and implement modernisation initiatives that balance the needs of SAAS staff and consumers leading to improved equity of clinical service provision; and
- Continually strives to improve the safety and quality of services provided using evidence-based methodologies for change.

The parties bound by the Agreement agree to a continuing collaboration and active engagement over:

- Workforce planning to ensure resources can meet current and projected demand;
- Service redesign:
 - Workforce reform initiatives designed to achieve improvements in the performance of the health system, and emergency and elective ambulance service in both road and EOC operations. Such reforms may include Clinical and educational change, including potential increases to span and scope of practice;
 - Enhancement and expansion of "hospital avoidance" and "alternative pathways" strategies including, but not limited to, ECPs and Community Paramedics.

The parties, in noting the relationship of these matters to efficiency and effectiveness, agree to continue to work together in partnership to implement measures that are directed towards ensuring all SAAS operational employees are able to practice to their full scope of their education and training within the breadth of their existing role descriptors, and where shown to be necessary broaden that scope, where they demonstrate efficiencies and/or effectiveness within the patient care setting.

In making this Agreement and in the course of its operation, the parties are expressly committed to existing terms and conditions of employment not being reduced.

SCHEDULE 6 - ADDITIONAL INJURY AND INCOME PROTECTION FOR WORK INJURIES

INJURY AND INCOME PROTECTION POLICY

1. PREAMBLE

- 1.1 This 'Injury and Income Protection' policy is founded upon the current Police Disability Pension under Regulation 38A of the *Southern State Superannuation Regulations 2009* that is available to workers who meet specific criteria for eligibility.
- 1.2 The Regulations referred to above were introduced during the operation of the previous *Workers Rehabilitation and Compensation Act 1986*.
- 1.3 The content of an amended Regulation 38A and the principles agreed between the Government and the Police Association of South Australia are set out in this policy.
- 1.4 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

2. FUNDING ARRANGEMENTS

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the *[Chief Executive/Executive Director]* or delegate.
- 3.2 In administering this policy the *[Chief Executive/Executive Director]* shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means *[Chief Executive/Executive Director]* or delegate.
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website (www.saet.sa.gov.au).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
 - (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
 - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must—

- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
- (b) without limiting paragraph (a)—
 - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
 - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
- (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

6. RETURN TO WORK COMMITMENT

6.1 Whereas:

- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

7. COVERAGE & BENEFITS - INJURIES ON OR AFTER 1 JULY 2015

7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
 - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
 - ii. occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or
 - iii. occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
 - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or

7.3 A redemption of medical expenses referred to in 7.2.

7.4 In the case of financial support:

- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work,

subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or

(b) A redemption of 7.4(a).

8. COVERAGE & BENEFITS - INJURIES PRIOR TO 1 JULY 2015

8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and

(a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014*; and

(b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and

(c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and

(d) have not made a return to work within the meaning of the *Return to Work Act 2014*.

will be provided on the following basis:

8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;

8.3 A redemption of medical expenses referred to in 8.2.

8.4 In the case of financial support:

(a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or

(b) a redemption of 8.4(a); or

(c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.

8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014*.

9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)

9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:

(a) having no current work capacity; and

(b) likely to continue indefinitely to have no current work capacity;

Or

(c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.

9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.

9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.

9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed the worker as:

(a) having no current work capacity; and

(b) likely to continue indefinitely to have no current work capacity.

- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
 - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
 - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
 - ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
 - (b) the worker otherwise ceases to be entitled to financial support under this policy.

10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act 2014*; or
 - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
 - (c) Fails to comply with the Mutual Obligations of this policy; or
 - (d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
 - (e) Retires, resigns or is terminated from employment; or
 - (f) Is in receipt of income or other financial benefits in lieu of wages; or
 - (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.
- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim 'out of pocket' costs against this policy for:
- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
 - (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
 - (c) any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.

12. DISPUTATION RESOLUTION PROCEDURE TO BE DETERMINED

- 12.1 The resolution of any dispute arising in reference to this policy will be made by way of a variation to the EA (if not resolved prior to EA approval) to bring the policy under the EA Grievance and Dispute Avoidance Procedures (clause 8) or, a variant of (clause 8) can be added to this policy. Either will be capable of facilitating access to adjudication of any disputes arising pursuant to this policy, however, such mechanism should be developed once this policy has been finalised.
- 12.2 In the longer term it is intended that the SAET be expanded to include jurisdiction of industrial matters. Ensuring there is a link between this policy and the EA as suggested above would result in the expanded SAET having jurisdiction.