



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Trustee For P&J Cunningham Family Trust
(AG2021/7857)

HEALTH SELECT AND EMPLOYEES ENTERPRISE AGREEMENT 2021

Ambulance and patient transport

DEPUTY PRESIDENT COLMAN

MELBOURNE, 26 OCTOBER 2021

Application for approval of the Health Select and Employees Enterprise Agreement 2021

[1] The Trustee For P&J Cunningham Family Trust has made an application for approval of an enterprise agreement known as the *Health Select and Employees Enterprise Agreement 2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] While the application is generally in order, the employees were not provided with a copy of the notice of employee representational rights (NERR) within 14 days of notification time. However, in all the circumstances, and having regard to the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,¹ I am satisfied that this constitutes a minor procedural or technical error for the purposes of s 188(2)(a), and that the employees covered by the Agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2) of the Act.

[3] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[4] The Australian Nursing and Midwifery Federation (ANMF), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) and based on its declaration, I note that the Agreement covers the ANMF.

¹ [2019] FWCFB 318

[5] The Agreement was approved on 26 October 2021 and, in accordance with s 54, will operate from 2 November 2021. The nominal expiry date of the Agreement is 31 July 2025.



DEPUTY PRESIDENT

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**Health Select and Employees
Enterprise Agreement 2021**

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Part 1: Operation of Agreement

1 TITLE

This Agreement shall be known as the Health Select and Employees Enterprise Agreement 2021 ("Agreement").

2 SCOPE & COVERAGE OF AGREEMENT

2.1 This Agreement covers and applies to:

- (a) Health Select Services Pty Ltd ("Health Select");
- (b) Employees of Health Select whose employment would otherwise be covered by the *Ambulance and Patient Transport Industry Award 2020*, and
- (c) Employees of Health Select whose employment would otherwise be covered by the *Nurses Award 2010*.

3 DATE & PERIOD OF OPERATION

- 3.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission.
- 3.2 The nominal expiry date of this Agreement is 31 July 2025, unless terminated or varied in accordance with the FW Act.

4 AGREEMENT COMMITMENT

- 4.1 Health Select and Employees recognise the importance of maintaining high standards of business and Employee performance to ensure the best possible service to our communities, customers and patients.
- 4.2 To that end, the parties are committed to working together to continually enhance workplace relations and fairness, productivity, efficiency and flexibility through this Agreement.

5 RELATIONSHIP WITH MODERN AWARDS

- 5.1 This Agreement will operate to encompass all terms and conditions of employment and will operate to exclude any and all other agreements and/or awards.

6 RELATIONSHIP WITH NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards (NES) are minimum employment entitlements set out in the *Fair Work Act 2009* (Cth), applying to most Australian employees, including Health Select Employees. At the time of making this Agreement, these were:

- (a) Maximum weekly ordinary hours of work;
 - (b) Requests for flexible work arrangements;
 - (c) Offers/requests for casuals to convert to more permanent forms of employment;
 - (d) Parental leave and related entitlements;
 - (e) Annual leave;
 - (f) Personal leave (sick leave, carers' leave, compassionate leave and domestic violence leave);
 - (g) Community service leave (jury duty and emergency management activities);
 - (h) Long service leave;
 - (i) Public holidays;
 - (j) Notice of termination and redundancy pay; and
 - (k) Providing a Fair Work Information Statement and/or Casual Employees' statement to new Employees.
- 6.2 Where this Agreement sets out a condition which is less favourable than what is in the NES, the NES will instead apply, to the extent of any inconsistency.

7 RELATIONSHIP WITH OTHER DOCUMENTS

- 7.1 This Agreement references relevant: laws, documents, codes, industrial instruments or Employer policies - as amended or replaced from time to time. These documents do not form part of this Agreement and are not incorporated into this Agreement.

8 GENERAL DEFINITIONS

Employee(s)	means a person who: works for Health Select as a direct employee; and is covered by the terms of this Agreement.
FW Act	means the <i>Fair Work Act 2009</i> (Cth), as the primary legislation setting employment laws in Australia (though other laws also provide entitlements).
Health Select	means P & J Cunningham Family Trust, trading as Health Select (ABN: 91 879 271 283).
Immediate family	has the same meaning as in the FW Act. It includes an Employee's: <ul style="list-style-type: none"> (a) spouse, de facto partner; (b) child, or stepchild (whether a minor or an adult); (c) parent, or partner's parent; (d) grandparent, or partner's grandparent; (e) grandchild, or partner's grandchild; or (f) sibling, or partner's sibling.

Member of an Employee's household	means any person who lives at the same residential address as the Employee.
NES	means the National Employment Standards –minimum entitlements set out in the FW Act that apply to all Employees. By law, this Agreement may not provide less generous entitlements than the NES.
Registered Nurse	means a person registered in Division 1 Registered Nurses, of the Register of Nurses held by the Nursing and Midwifery Board of Australia established by the Health Practitioners Regulation National Law Acts in each state and territory (2009).
Regular casual Employee	has the meaning set out at clause 12.1 of this Agreement.
Shift worker	means an Employee who: <ul style="list-style-type: none"> (a) Is regularly rostered over 7 days a week; and (b) Is regularly rostered to work Sundays and Public Holidays.

9 FAIR TREATMENT

- 9.1 It is the intention of the parties covered by this Agreement to achieve the principal object in the FW Act section 3(e) to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction and/or social origin.
- 9.2 In fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation directly or indirectly unlawfully discriminate in their effects.

Part 2: Commencing Employment

10 PROBATIONARY PERIOD

- 10.1 All new Employees (other than casuals) will commence employment with a 6 month probationary period. During the probationary period their employment may be terminated with one week's notice either by the Employee or Health Select. Health Select may, at its discretion, pay the Employee in lieu of all or some of the notice period.

11 TYPES OF EMPLOYMENT

- 11.1 Employees will be employed as either: full-time; part-time or casual.

Full-time

- 11.2 **Full-time** means an Employee is engaged on an ongoing basis to work an average of 38 ordinary hours per week spread over the Employee's roster cycle.

Part-time

- 11.3 **Part-time** means an Employee:
- (a) is engaged to work an average of less than 38 hours per week over a roster cycle.
 - (b) has a regular pattern of work with agreed hours and days of the week to be worked;
 - (c) has agreed daily start and finish times; and
 - (d) receives pay, leave and other monetary entitlements on a proportionate basis to full-time employees ("pro-rata").

- 11.4 At the time of employment, Health Select and a part-time Employee will agree in writing on the hours to be worked and the starting and finishing times each day. This may be varied by agreement during employment, with the variation recorded in writing.

- 11.5 Where a part-time Employee works more shift/hours on a regular basis than their existing written agreement provides (as at clause 11.4), the Employee may request their written agreement be varied. Health Select will vary the written agreement to reflect the actual number of shifts regularly worked provided the Employee is not relieving a person who is on parental leave, long service leave, worker's compensation, or other such absence.

Casual

- 11.6 **Casual** means an Employee who has agreed to work with Health Select on the basis that Health Select makes no firm advance commitment to continuing and indefinite work; and/or an agreed pattern of work for that Employee, and the Employee makes no firm advance commitment to accept or work particular shifts.

- 11.7 For each ordinary hour worked, casuals will be paid:

- (a) the ordinary hourly rate for the classification they work in; and
- (b) a casual loading of:

Hours of work	Casual loading payable % of ordinary rate
Monday to Friday	25%
Saturdays and Sundays	75%
Public Holidays	100%

- 11.8 Casual loadings compensate casual Employees for not receiving: annual leave; personal/carer's leave; or redundancy pay.
- 11.9 Casual loadings are paid instead of any weekend or public holiday rates that would otherwise apply.

Payroll Reconciliation – Ambulance Attendants Level 2 and Level 3

- 11.10 Health Select will complete a payroll reconciliation every 4 weeks for each casual Employee in the classifications of Ambulance Attendant Level 2; and Ambulance Attendant Level 3, to ensure those Employees are better off overall than the minimum payment rates in the *Nurses Award 2010*, at the Better Off Overall "test time" (date this Agreement is lodged with the Fair Work Commission for approval) as set out in Schedule C.
- 11.11 In particular, the payroll reconciliation will take into account that the *Nurses Award 2010* provides that casuals in the equivalent *Nurses Award 2010* classifications would receive weekend, public holiday and overtime penalty payments as a multiple of their loaded casual rate of pay, while this Agreement provides penalty payments as a multiple of ordinary rate of pay excluding casual loading.
- 11.12 If the payroll reconciliation finds the Employee is not better off overall for that 4-week period, Health Select will make a "Reconciliation Payment" to the Employee in the next payroll after the reconciliation process is completed. A Reconciliation Payment will include:
- (a) the difference between what they have been paid, and what they would be paid under the *Nurses Award 2010*; and
 - (b) an additional 1.5% of that difference.

12 CASUAL CONVERSION TO PERMANENT ROLE

- 12.1 In this Agreement:

Regular casual Employee means an Employee engaged as a casual who:

- (a) has been employed by Health Select for a period of 12 months from their employment start date; and
- (b) has, in the past 6 months, worked a pattern of hours on an ongoing basis (excluding overtime hours); and

- (c) without significant adjustment, could continue to perform those as a full-time or part-time Employee under this Agreement.
- 12.2 A regular casual Employee may request to have their employment converted to full-time (if they have worked full-time hours in the previous 6 months); or part-time (if they have worked less than full-time hours in the previous 6 months). Any conversion request must be in writing and provided to Health Select.
- 12.3 Health Select must discuss the matter with the Employee prior to making any decision to decline the request.
- 12.4 Within 21 days of receiving the request, Health Select must write back to the Employee and either:
- (a) approve the request, and take necessary steps to implement it (for example update contractual documents, or create a written agreement about hours to be worked); or
 - (b) refuse the request on "reasonable business grounds", setting out in the written response what these are.
- 12.5 Reasonable business grounds include, but are not limited to:
- (a) the Employee is not a regular casual Employee;
 - (b) it would require a significant adjustment to their hours of work for the Employee to be engaged as a full-time or part-time Employee;
 - (c) it is known or reasonably foreseeable (based on factual information) that within the next 12 months, the regular casual Employee's position will: be significantly reduced; not required; or will need significant changes to days/times of work;
 - (d) the Employee has been relieving a person who is on parental leave, long service leave, worker's compensation, or other type of absence.
- 12.6 If Health Select agrees to casual conversion, the change will take effect from the start of the next pay period (or at a date otherwise agreed).
- 12.7 Nothing in this clause requires a regular casual Employee to convert to full-time or part-time employment; or allows Health Select to compel a regular casual Employee to convert.
- 12.8 This clause does not require Health Select to increase the hours of a regular casual Employee wanting to convert to full-time or part-time work.

13 POLICE CHECKS

- 13.1 All Employees are required to: hold a current Police Check as a legal requirement; and as an inherent requirement/condition of employment. An individual Employee must apply and pay for these checks; and provide a copy to Health Select.

14 WORKING WITH CHILDREN CHECKS

- 14.1 An operational Employee required by legislation to hold a current Working with Children Check/Card, as an inherent requirement of their job, will be reimbursed the cost of the renewal fee on provision of a receipt or tax invoice.

15 DRIVER'S LICENCE

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

16 UNIFORMS

- 16.1 Health Select will provide each Employees with 2 shirts and one jacket. Employees may request additional shirts or jackets as required. These items will remain the property of Health Select.
- 16.2 Health Select will reimburse Employees for 2 pairs of Health Select approved heavy-duty slacks/pants on commencement of employment, following provision of a receipt or tax invoice.
- 16.3 Employees regularly working 4 shifts per week will be reimbursed for reasonable additional pants, with Health Select's approval prior to purchase, and with provision of a receipt or tax invoice.
- 16.4 Replacement uniform will be provided or reimbursed, on a wear and tear basis, with Health Select's approval prior to purchase and provision of a receipt or tax invoice.
- 16.5 Two safety reflective vests and jackets will be provided in each vehicle.

17 FITNESS FOR WORK

- 17.1 Employees must ensure they present to work fit for duty, as part of their obligation under employment and safety law. A person who is not fit for duty may use Personal Leave; or some other form of leave entitlement (with Health Select's consent).
- 17.2 Health Select may require evidence of an Employee's fitness for work as part of its duty of care to that particular Employee, those they work with, and Health Select's clients and patients. It may do so where:
- (a) an Employee has had a serious injury or illness;
 - (b) Health Select has reasonable cause to suspect the Employee may not be fit for duty;
 - (c) Health Select requires information to be able to assess an Employee's likelihood of returning to work in the foreseeable future, following an absence of longer than 3 months; or
 - (d) Health Select requires information to be able to assess whether it can provide a reasonable adjustment requested by the Employee to enable them to carry out the requirements of their role.

- 17.3 If one of the conditions above (at clause 17.2) exists, Health Select may, at its discretion, direct the Employee to:
- (a) provide a letter or other suitable evidence from their own treating doctor addressing factors relevant to their work and capacity to carry out the inherent requirements of their role;
 - (b) attend a medical examination with an appropriately qualified person to assess the Employee's capacity to carry out the inherent requirements of their role; or
 - (c) participate in a "for cause" drug and/or alcohol test by an appropriately qualified person.

Clarifications

- 17.4 Health Select is not at liberty to seek an Employee's full medical history or the full details of their condition, with the exception of those matters relevant to their fitness for work. For example: the nature of the illness/injury – which is particularly important for understanding risks to others.
- 17.5 Health Select must treat an Employee's medical and fitness for work information confidentially, as far as reasonably practicable. Health Select may disclose the information to a third party where it is seeking advice, or as required by law.
- 17.6 Health Select is obliged to pay the cost of any medical appointments it directs an Employee to attend and any reports or letters it requests the treating doctor to provide.
- 17.7 Employees should be aware, if:
- (a) Health Select has genuine reason to doubt an Employee's fitness for work; and
 - (b) gives a lawful and reasonable direction to an Employee to assist to clarify their capacity for work; and
 - (c) the Employee does not consent to a third party providing the relevant information; or does not comply with a reasonable direction to attend a medical examination;
- then Health Select may be unable to provide work until it has received evidence (as would satisfy a reasonable person) of the Employee's fitness for work.
- 17.8 If:
- (a) the Employee cannot provide evidence of their fitness for work (as would satisfy a reasonable person) within a reasonable timeframe;
 - (b) Health Select receives evidence an Employee is not fit for work; or
 - (c) An Employee has refused a lawful and reasonable direction relating to their fitness for work;

and Health Select is proposing to make a decision which could have an unfavourable outcome for the Employee (for example termination of employment or a written warning), Health Select

must first ensure the Employee is notified of the proposed decision/outcome; and has a reasonable opportunity to provide a response.

18 INDUCTION

- 18.1 All new employees will be required to attend an induction program and all criteria must be met before undertaking their first operational shift.
- 18.2 Employees will be paid after their first operational shift for time spent at induction, in accordance with the normal pay cycle.
- 18.3 Health Select will make available to Employees in their induction information for the relevant industry unions and/or industrial associations.

19 TEAM BRIEFING AND TRAINING

- 19.1 Employees will be paid to attend team briefings.
- 19.2 Employees are responsible for maintaining their professional qualifications and ongoing education. Health Select will periodically distribute online education packages.
- 19.3 When necessary for Employees to attend branch for a training session the Employee will be paid for the duration of the training session.
- 19.4 Annual core competency training and assessment will be provided to all operational Employees at no cost to the Employee. Employees will be paid for training and assessment time.

20 FLEXIBLE WORK ARRANGEMENTS

Flexible Work Arrangements – Life Circumstances

- 20.1 In accordance with the FW Act section 65, an Employee who has completed 12 months of service and:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer (as set out in the *Carer's Recognition Act 2010* (Cth) at section 5)
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing abuse from a member of their family; or
 - (f) is supporting an immediate family member or member of their household who requires care and support because that member is experiencing abuse from their family;

may request a flexible work arrangement because of those circumstances.

- 20.2 A flexible work arrangement request must be made in writing, setting out the details of the change, and the reasons for the change.
- 20.3 Before responding to a flexible work request under this clause, Health Select must discuss the request with the Employee and genuinely try to reach agreement to accommodate the Employee's circumstances, considering:
- (a) the Employee's needs due to their circumstance (at 20.1);
 - (b) consequences for the Employee if they are not accommodated; and
 - (c) any reasonable business grounds for refusing the request.
- 20.4 Health Select must give the Employee a written response within 21 days, stating whether it grants or refuses the request.
- 20.5 Health Select may only refuse the request on 'reasonable business grounds' as set out in the FW Act at section 65; and must:
- (a) indicate what the reasonable business grounds are in any written refusal; and
 - (b) state whether or not there are any changes in working arrangements it can offer to assist to accommodate the Employee's circumstances; and if so – what those changes are.

Flexible Work Arrangements – All Employees

- 20.6 Any Employee may come to an agreement with Health Select to vary the effect of particular terms/clauses in this Agreement as an 'Individual Flexibility Agreement' if the arrangement:
- (a) Is to vary one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) meets the genuine needs of Health Select and the Employee, regarding one or more of the matters in (a); and
 - (c) is genuinely agreed by Health Select and the Employee.
- 20.7 Health Select must ensure that the terms of the Individual Flexibility Arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 20.8 Health Select must ensure that the individual flexibility arrangement;
- (a) is in writing; and
 - (b) includes the name of Health Select and the Employee; and
 - (c) is signed by Health Select and the Employee; and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 20.9 Health Select must give the employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- 20.10 Health Select or the Employee may terminate the Individual Flexibility Arrangement:
- (a) By Health Select or the Employee giving 28 calendar days' written notice to the other party; or
 - (b) if Health Select and the Employee agree in writing - at any time.

Part 3: Hours of Work & Breaks

21 ORDINARY HOURS OF WORK

- 21.1 The ordinary hours of work for a full-time Employee are 38 hours per week or an average of 38 hours per week spread over the Employee's roster cycle.
- 21.2 The ordinary hours of work for a part-time Employee will be those hours agreed in writing, as set out at clause 11.4.
- 21.3 The ordinary hours of work for a casual Employee will be any hours worked up to 38 hours per week; and/or up to 10 hours per day.
- 21.4 Ordinary hours of work exclude time taken for any unpaid meal breaks.

22 ROSTERING & SHIFT ARRANGEMENTS

- 22.1 Hours of duty may be worked Monday to Sunday in accordance with rosters.
Full time and part-time Employees
- 22.2 Rosters will be provided for full-time and part-time Employees at least 28 days in advance of the roster starting.
- 22.3 Rosters will show start and finish times; and approved leave periods.
- 22.4 The roster may be altered where an Employee is sick or other unforeseen circumstances occur, or by mutual agreement.
- 22.5 The minimum shift length will be 4 consecutive hours.

Casual Employees

- 22.6 Indicative rosters will be provided for casual Employees at least 28 days in advance of the roster starting, including start and finish times; provided that in advance of, or during an indicative rostered shift casual Employees may be advised Health Select does not have any further work to offer them, consistent with the basis on which they are employed; and will be paid for either:

- (a) the hours they have already worked; or
- (b) the 4 hour minimum shift length -

whichever is greater.

Breaks between shifts

- 22.7 No Employee will work more than 8 shifts consecutively without having 48 consecutive hours off duty following this.
- 22.8 Employees must have a minimum of 10 consecutive hours between each shift.

- 22.9 An Employee who works so much overtime between shifts that they are due back at work before having 10 consecutive hours off duty will be allowed to start their next shift after they have had a 10-hour break, without loss of pay.
- 22.10 A lesser period of 9 hours between shifts may be allowed by mutual agreement between the Employee and a member of the management team, subject to taking into consideration the views of Health Select and the Employee on:
- (a) fatigue issues; and
 - (b) any other relevant health and safety issues.
- 22.11 An Employee who is required to continue or resume work without having had 10 consecutive hours off duty (or 9 hours if mutually agreed under clause 22.10 above), the Employee must be paid at the rate of 200% [of their ordinary/base rate of pay] until released from duty for 10 hours (or 9 hours where agreed).
- 22.12 Where an Employee cannot safely return home, Health Select will provide suitable accommodation, and meal allowances in clause 31 (Travel and Meal Allowances), will apply. Alternately, and at its discretion, Health Select may provide transport home for the Employee.

23 MEAL & REST BREAKS

Meal Breaks

- 23.1 Where an Employee works more than 5 hours on a shift, they will be entitled to an unpaid meal break of 30 minutes, to be taken at a time convenient to Health Select to ensure service to customers and clients.
- 23.2 An Employee will not be required to remain available to return to duty during a meal break.
- 23.3 This first meal break will be taken between the fourth and the sixth hour after beginning work, where reasonably practicable. Provided that, by mutual agreement the relevant Employee(s):
- (a) may take their meal break outside the four to six hour window; and
 - (b) who works shifts of six hours or less may forfeit the meal break.
- 23.4 If work continues for a period greater than 10.5 hours (including the unpaid meal break) an Employee is entitled to a further 30-minute meal break and will be paid for the time. This payment will be in substitution for an Overtime Meal Allowances as provided in the relevant award(s).
- 23.5 Meal Allowances are set out at clause 30.

Crib Break

- 23.6 An Employee whose meal break is interrupted with a direction from Health Select to immediately return to duty will be given 20 minutes' paid crib break, instead of a meal break; and will additionally be paid a Spoilt Meal Allowance.

Rest Breaks

- 23.7 Where practical, Employees are entitled to 2 paid rest breaks of 10 minutes in each shift as follows:
- (i) The first, between the start of work and their meal break;
 - (ii) The second, between their meal break and finishing work.

24 REASONABLE ADDITIONAL HOURS

- 24.1 Employees may be required to work reasonable additional hours per week to meet the operational requirements of Health Select.
- 24.2 In determining whether additional hours are reasonable or unreasonable the following must be considered:
- (a) any risk to Employee health and safety from working the additional hours;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) the needs of Health Select, its clients and patients;
 - (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (e) whether any of the additional hours are on a public holiday;
 - (f) the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours;
 - (g) any notice given by Health Select of any request or requirement to work the additional hours;
 - (h) the usual pattern of work in the non-emergency patient transport industry;
 - (i) the nature of the Employee's role and level of responsibility;
 - (j) Any other relevant matter.
- 24.3 All overtime must be authorised by Health Select. Except in exceptional circumstances, additional hours will not be classified as overtime unless approved by Health Select prior to being worked.
- 24.4 Payment for overtime hours is set out at clause 27 (Overtime Payments).

Part 4: Wages & Allowances

25 RATES OF PAY & PAYROLL

- 25.1 Wages are payable in accordance with **Schedule B**.
- 25.2 The wages as set out in Schedule B are inclusive of any wage increase, determination or award made under the provisions of the FW Act made during the period of this Agreement. Any increases in the award rates will not be applied to the wage rates payable under this Agreement.
- 25.3 Wages will be paid fortnightly by electronic funds transfer (EFT) into a bank account nominated by the Employee. Payday is Thursday after the completion of the rostered fortnight with the fortnight ending on the Sunday at midnight. Shifts which commence prior to midnight on Sunday will be included. Where a Public Holiday falls on a Monday or Tuesday the pay day will be Friday.

26 SATURDAY & SUNDAY WORK

- 26.1 All ordinary hours of duty worked between midnight on Friday to midnight on Sunday will be paid as a percentage of the Employee's ordinary/base rate of pay, as set out at Schedule B, as follows

Employment Type	Saturday & Sunday (Ordinary Hours of Work)
Full time	150%
Part time	150%
Casual	175%

27 OVERTIME PAYMENTS

- 27.1 Overtime is payable to:
- (a) full-time and part-time Employees - for any work exceeding the number of hours fixed as a day's, week's, or fortnight's work. In the calculation of overtime each day stands alone.
 - (b) Casual Employees:
 - (i) for work performed in excess of 10 hours per shift (excluding meal breaks); and
 - (ii) for work performed in excess of 38 hours per week (excluding meal breaks).
- 27.2 Overtime will be paid as a percentage of an Employee's base rate of pay (excluding casual loadings), as follows:

Overtime penalty rate	
% of ordinary rate	
Monday to Friday	
First 2 hours	150%
After 2 hours	200%
Saturday and Sunday	
	200%
Public Holiday	
	250%

28 SHIFT ALLOWANCE

28.1 Employees will be paid Shift Allowances while working ordinary hours:

Hours of work	Shift Allowance
Between 6pm and 10pm	\$7.50 per hour
Between 10pm and 6am	\$10 per hour

28.2 Where a person works overtime in the hours between 6pm and 6am, they will not receive a Shift Allowance, but will instead receive the overtime penalty rates.

Payroll Reconciliation

28.3 Health Select will complete a payroll reconciliation every 4 weeks to ensure each Employee classified under this Agreement as an: Ambulance Attendant 1; Patient Transport Officer; Duty Controller; or Communications Call Taker is better off overall against the minimum entitlements in the *Ambulance and Patient Transport Industry Award 2020* at the Better Off Overall "test time" (date this Agreement is lodged with the Fair Work Commission for approval) as set out in Schedule C.

28.4 In particular, the payroll reconciliation will take into account that the *Ambulance and Patient Transport Industry Award 2020* provides a Shift Allowance of \$47.99 per rostered shift payable to employees whose rostered hours of ordinary duty finish between 6:00pm and 8:00am or commence between 6:00pm and 6:30am; and that there may be occasions where the Shift Allowance described in this Agreement provides a lesser amount.

28.5 If the payroll reconciliation finds the Employee is not better off overall for that 4-week period, Health Select will make a "Reconciliation Payment" to the Employee in the next payroll after the reconciliation process is completed.

(a) A Reconciliation Payment will include:

- (i) the difference between what they have been paid, and what they would be paid under the *Ambulance and Patient Transport Industry Award 2020*, and
- (ii) An additional 1.5% of that difference.

29 CASUAL AVAILABILITY ALLOWANCE

Casual Availability Shifts

- 29.1 Health Select operates a Casual Availability arrangement to:
- (a) provide greater predictability for casual Employees; and
 - (b) provide greater predictability for Health Select that it will have staff available if Health Select is contacted and offered work.
- 29.2 Health Select's Casual Availability arrangement operates so that:
- (a) A casual Employee may indicate 5 weeks in advance their periods of availability; meaning they would like to be offered, and are likely to accept a shift on-the-day and at the time a shift becomes available, or if offered prior to the availability start time (as reasonable); and
 - (b) Health Select will produce a roster which includes casual availability periods 4 weeks in advance. This will indicate a period of up to 10 hours when a casual Employee may be offered a shift if one becomes available; or the Employee is otherwise not expected to be offered a shift.
 - (c) The actual work required may extend beyond the availability period. An Employee must consider this when deciding whether to accept or decline the shift, in discussion with the Duty Controller/Duty Manager.

Casual Availability Allowance

- 29.3 During an availability period, a casual Employee will be paid the greater of either:
- (a) 3 hours' pay at the casual loading for the relevant day of the week ("Availability Allowance"); or
 - (b) paid for the hours they work, with a minimum shift of 4 hours, at the relevant casual loading for the day of the week they work, from the time they arrive at the branch as requested by the Duty Controller/Duty Manager, until the completion of the shift.

No entitlement

- 29.4 An Employee who is called and offered a shift but:
- (a) fails to respond within 15 minutes; or
 - (b) declines work during the availability period (except if the Employee declines work in the last hour of the availability period) -
- will not be entitled to payment of an Availability Allowance.

Clarifications

- 29.5 Nothing in this clause or Agreement prevents Health Select from offering a casual Employee work at any time.

- 29.6 A casual Employee who is not on the casual availability roster; and is offered/accepts a shift to be worked on the same day, will be paid from the time they leave home, until the completion of the shift.
- 29.7 Casual Availability Allowance and arrangements are separate and different from On-call Allowance in the ambulance and patient transport industry, in that:
 - (a) Availability Shifts only apply for casual Employees, rather than all types of Employees;
 - (b) casual Employees remain free to decline or to accept a shift at their discretion, whereas On-Call arrangements compel a person to accept a call-out; and
 - (c) On the Availability arrangement Employees may be offered a single shift, as opposed to multiple call-outs that may occur for On-Call Shifts.

30 MEAL ALLOWANCES

30.1 Employees will receive Meal Allowances as follows:

Type	Amount	Entitlement/Compensates for
Meal Allowance	\$16.65 per shift	Employee works more than 5 hours on a shift, to compensate for purchasing a meal away from a branch or usual place of work, except where a meal has been provided by Health Select.
Late Meal	\$4.40 per occasion	Employee does not receive their meal break within 6 hours after starting their shift.
Spoilt Meal	\$16.65 per shift	Employee called back to duty before having consumed a meal during a meal break. The Employee may be required to present satisfactory evidence of spoilage.

31 TRAVEL AND MEAL ALLOWANCE

- 31.1 An Employee directed to report for duty to a workplace, other than that to which the Employee has nominated to be rostered or posted:
 - (a) is entitled to travel to and from that workplace in Health Select’s time; and fares and incidental expenses will be paid by Health Select;
 - (b) if required to use their own motor vehicle in connection with work for Health Select, the Employee will be reimbursed at the rate of \$0.87 cents per kilometre for the distance between their normal place of employment and the alternate work destination for that day.
 - (c) allowances to cover meal expenses only for living away from home and including a minimum of one (1) night’s stay in another location are:

Type	Meal Allowance – Living Away from Home
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Breakfast	\$16.65
Lunch	\$33.32
Dinner	\$49.98
Total	\$99.95

(d) Employees required to live away from home, other than during a period of training, are entitled to be paid a Living Away from Home Allowance of \$22.84 per night.

31.2 Travel and Meal Allowance will not be paid:

- (a) if the new location is an equivalent distance or nearer to the Employee's residence than the location where the Employee is normally rostered or posted; or
- (b) to an Employee who changes roster by agreement with another Employee; or
- (c) if an Employee requests to be rostered at another location other than normal posted branch(s).

32 RECALL TO WORK

32.1 An Employee who has completed a shift and is recalled for duty on the same day is entitled to double time (200%) for all time worked after recall, with a minimum payment of 1.5 hours.

33 CONTROL CALL ALLOWANCE

33.1 **Control Call** means an Employee is required to be on-call to attend to telephone calls and/or to direct staff to duty.

33.2 An Employee required to be on Control Call is entitled to a Control Call Allowance of \$5.01 per hour, or part hour for the schedule time(s) they have the phone.

34 PAYROLL RECORDS

34.1 Health Select will keep records (in accordance with the FW Act) of each Employee's: service, remuneration, hours worked; and all leave accrued and taken.

34.2 Payroll records will be available for inspection in accordance with the requirements of the FW Act.

35 SUPERANNUATION

35.1 Health Select will pay superannuation contributions in respect of an Employee's ordinary time earnings into a complying Superannuation Fund nominated by the Employee in accordance with *Superannuation Guarantee (Administration) Act 1992* (Cth) as varied from time to time. The default fund is HESTA.

36 SALARY SACRIFICE

- 36.1 Employees may allocate up to the annual ATO cap for pre-tax superannuation contributions including employer contributions and salary sacrifice. An Employee must submit a salary sacrifice election form to participate in any salary sacrifice arrangement. Where this process is administered by an external specialist, the costs associated with administering these benefits will be met by the Employee. Where tax or other legislative changes increases the cost of salary sacrifice to Health Select, the Employee will meet the additional costs. Failing this, Health Select may stop the salary sacrifice arrangement. Where an Employee elects to allocate part of their pay to superannuation, Health Select may make superannuation contributions based on their pre-sacrifice ordinary hours rate of pay.

37 ACCIDENT MAKEUP PAY

In this clause:

- 37.1 **Accident Pay** means a weekly payment to 'top up' the amount an Employee is paid under worker's compensation, so that they receive an amount equivalent to their weekly base rate of pay for their classification in this Agreement, for periods of incapacity for work.
- 37.2 **Injury** has the same meaning as set out in the *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic) at Section 3.
- 37.3 Where an Employee has an accepted worker's compensation claim, they will be entitled to receive Accident Pay from the time of that injury, up until:
- (a) the claim is closed; or
 - (b) a maximum of 39 weeks of Accident Pay, which may occur in one continuous period, or in aggregate blocks of time.
- 37.4 For a casual Employee the weekly payment will be calculated using the Employee's average weekly ordinary hours with Health Select over the 12 months prior to injury or, if the Employee has been employed for less than 12 months by Health Select, the Employee's average weekly ordinary hours over their period of employment. The weekly payment will include casual loading but will not include shift loadings and overtime.
- 37.5 If an Employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of work.
- 37.6 An Employee will not be entitled to any accident make-up payment for any period of workers' compensation where the statutory payment for the period is higher than the amount the Employee would have received for working ordinary time hours for the same period.

Part 5: Leave & Public Holidays

38 ANNUAL LEAVE

38.1 For the purposes of the additional annual leave for shiftworkers in the National Employment Standards in the FW Act:

shiftworker means an Employee who:

- (a) Is regularly rostered over 7 days a week; and
- (b) Is regularly rostered to work Sundays and Public Holidays.

Entitlement

38.2 Full-time Employees are entitled to paid annual leave as follows:

Type	Annual Leave Entitlement
Shiftworkers; or Employees who work more than 13 weekends per year	6 weeks per year
Registered Nurses working as Ambulance Attendants (Level 2 or Level 3 – not shift workers)	5 weeks per year
All other Employees	4 weeks per year

38.3 Part-time Employees are entitled to a pro-rata amount of paid annual leave.

38.4 Paid annual leave accrues progressively during a year of service, based on ordinary hours of work and accumulates from year to year.

Taking Annual Leave

38.5 Annual leave may be taken at a time approved in advance by Health Select having regard to overall operational requirements.

Payment for annual leave

38.6 An Employee will be paid their ordinary/base rate of pay while on annual leave, in accordance with their usual pay cycle.

38.7 In addition to their ordinary pay, an Employee will be paid annual leave loading of 17.5% of their ordinary pay on all annual leave taken.

38.8 On termination of employment, an Employee will be paid any annual leave accrued but not taken, including their ordinary rate of pay and leave loading.

Interaction with other leave

38.9 If an Employee takes paid annual leave, and during that period:

- (a) a public holiday occurs; or
- (b) they have another type of leave (including personal leave or community service leave);

then they will not have annual leave deducted on those days or part-days, and will instead be given that public holiday or leave, with the exception of unpaid parental leave which may be taken at the same time as annual leave.

39 PERSONAL/CARER'S LEAVE

Paid Entitlement

39.1 Full-time and part-time Employees may take paid personal leave where they are absent because:

- (a) they are not fit for work due to illness or injury (sick leave); or
- (b) to care for a member of their immediate family or household that is sick and requires the Employee's care and support or has an unexpected emergency (carer's leave).

and have met any notification and/or evidence requirements (as below).

39.2 Immediate family and member of an employee's household is explained at clause 8 (General Definitions).

39.3 Full-time and part-time Employees will accrue personal leave progressively through the year as follows:

Service	Amount of Personal Leave accrued per year
Year 1	96 hours
Year 2 to Year 4	112 hours
Year 5 and after	168 hours

39.4 Where the Employee does not take any single day absences for a period of 5 years, an additional 40 hours' personal/carer's leave will be added to their accrual.

Unpaid Carer's Leave

39.5 Employees (including casual Employees) may take up to 2 days unpaid carer's leave per occasion to care for or support a member of their immediate family or household that is sick or has an unexpected emergency.

39.6 Unpaid carer's leave may be taken as 2 days in row, 1 day on two separate occasions, or any other arrangement if agreed with Health Select.

39.7 Employees, if directed by Health Select, must meet the notification and evidence requirements as set out below for taking this leave.

Taking Personal/Carer's Leave

- 39.8 An Employee must notify Health Select of their absence before the absence commences or otherwise as soon as reasonably practical.
- 39.9 Employees must provide a medical certificate (or if that is not practical, a statutory declaration) if requested, to cover any period(s) of personal/carers' leave.
- 39.10 An Employee may take up to 3 single personal/carers' leave days in a 12-month period without providing a medical certificate or statutory declaration.
- 39.11 Unused personal/carers' leave will not be paid out on termination of employment.
- 39.12 Employees will not be entitled to take personal leave for a period where they are absent from work due to an illness/injury which they are receiving worker's compensation payments for.

40 COMPASSIONATE LEAVE

- 40.1 Compassionate Leave is part of the National Employment Standards (minimum entitlements applying for Australian employees) in the FW Act.

Entitlement

- 40.2 An Employee is entitled to up to 2 days of compassionate leave for each occasion where:
 - (a) A member of the Employee's immediate family or a member of their household:
 - (i) contracts or develops a personal illness or injury that poses a serious threat to their life; or
 - (ii) dies.
 - (b) A child is stillborn, where the child would have been a member of the Employee's immediate family or household if born alive.

Immediate family has the meaning given in clause 8 (Definitions).

- 40.3 An Employee who is entitled to compassionate leave may take 2 days in a row; 1 day on two separate occasions, or any other arrangement if agreed with Health Select.
- 40.4 Employees, if directed by Health Select, must provide reasonable evidence of entitlement to the leave, for example a hospital attendance certificate or death notice.
- 40.5 Full-time and part-time Employees taking compassionate leave will be paid the amount of pay they would reasonably have been expected to be paid, for the time they are on compassionate leave. Casuals may take unpaid compassionate leave.

41 FAMILY VIOLENCE LEAVE

41.1 Family and domestic violence leave is part of the National Employment Standards (minimum entitlements applying for Australian employees) in the FW Act.

In this clause:

41.2 **Family and domestic violence** means violent, threatening or other abusive behaviour by a close relative of an Employee that:

- (a) seeks to coerce or control the Employee; and
- (b) causes the Employee harm or to be fearful.

41.3 **Close relative** means:

- (a) a member of the Employee's immediate family; or
- (b) related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Entitlement

41.4 An Employee may take up to 5 days per year of unpaid family and domestic violence leave if they:

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

42 COMMUNITY SERVICE LEAVE

42.1 Community Service Leave is one of the National Employment Standards (minimum entitlements applying for Australian employees) in the FW Act.

42.2 In this clause:

Voluntary emergency management activity has the meaning given in the FW Act section 109.

42.3 Employees are able to take time off work for Community Service Leave, which includes the following activities:

- (a) Jury Service, paid in accordance with the *Juries Act 2000* (Vic);
- (b) Unpaid Leave to take part in a voluntary emergency management activity; or
- (c) Any other activity the FW Regulations identify as Community Service Leave.

42.4 An Employee wanting to take Community Service Leave must notify Health Select as soon as practicable and advise how long they expect to need off work.

42.5 An Employee taking Community Service Leave may be asked to provide evidence that would satisfy a reasonable person that the leave is to take part in the relevant Community Service activity.

43 PARENTAL LEAVE

43.1 Parental Leave is one of the National Employment Standards (minimum entitlements for Australians) in the FW Act. This clause summarises those entitlements.

43.2 In this clause:

Stillborn has the meaning given in the FW Act.

Adoption includes a child who is placed with the Employee for the purposes of a legal adoption, but does not include: a child or step-child of the Employee or their partner; or a child who has lived continuously with the Employee for 6 months or longer.

Eligibility

43.3 An Employee who is:

- (a) permanent (full-time or part-time); or a regular casual Employee (as defined at clause 12.1 – Casual Conversion) who have;
- (b) completed 12 months of continuous service before: the expected date of birth/adoption of a child (up to 16 years of age), or beginning of the leave;

is entitled to take Parental Leave.

Leave Entitlement

43.4 An Employee who meets the eligibility requirements above may take up to 12 months of unpaid Parental Leave where:

- (a) the leave is for the birth/adoption of a child; and
 - (b) the Employee will have responsibility for the care of the child during the leave;
- or
- (c) the Employee's child is stillborn.

43.5 An Employee may take paid leave at the same time as the Parental Leave, however this will not extend the period of Parental Leave.

43.6 Parental Leave is only available to one parent at a time, except both parents may take leave for up to 8 weeks at the same time.

Extending Parental Leave

43.7 An Employee may request to extend unpaid Parental Leave. However, they should be aware a maximum of 24 months unpaid Parental Leave is allowed between the Employee and their partner (spouse or de facto).

43.8 An Employee wanting to extend their Parental Leave must apply to extend the leave at least 4 weeks before the end of their first period of parental leave.

Notice and Evidence Requirements

- 43.9 An Employee intending to take a first period of Parental Leave must:
- (a) apply for the leave at least 10 weeks prior to the leave, setting out the dates of the leave; and
 - (b) if required by Health Select, provide evidence that would satisfy a reasonable person.

Unpaid Special Maternity Leave

- 43.10 An Employee is entitled to unpaid Special Maternity Leave if they are not fit for work because:
- (a) They have a pregnancy-related illness; or
 - (b) They have had a miscarriage after at least 12 weeks of pregnancy.
- 43.11 The Employee must give notice to Health Select as soon as practicable, advising how long they are expecting to need to take leave.
- 43.12 The Employee may be asked to provide evidence that would satisfy a reasonable person the leave is for the stated reason.

Returning to Work

- 43.13 The Employee will notify Health Select of their intention to return to work after a period of Parental Leave at least 4 weeks before the end of the leave.
- 43.14 The Employee will be entitled to return to position they held immediately prior to taking Parental Leave or No Safe Job Leave (their substantive position). If that position no longer exists, the Employee is entitled to return to a position the Employee is qualified and suited for nearest in status and pay to the pre-Parental Leave position.
- 43.15 An Employee wanting to change their working arrangements may either:
- (a) request a permanent change to their employment conditions; or
 - (b) make a Flexible Work Arrangement under clause 20.1 or clause 20.6 of this Agreement, for a defined period.

44 LONG SERVICE LEAVE

- 44.1 Long service leave is one of the National Employment Standards (minimum entitlements applying for Australians) set out in the FW Act. The FW Act directs the long service leave terms that apply to Employees are, at the time of making this Agreement are contained in:

Pre-modern award term	Provides minimum long service leave entitlements for:
<i>Ambulance Services and Patient Transport Employees Award, Victoria 2002 - clause 34</i>	Patient Transport Officers Duty Controllers Communications Call Takers Administrative Assistants Ambulance Attendants Level 1
<i>Nurses (Victorian Health Services) Award 2000 – clause 20</i>	Ambulance Attendants Level 2 Ambulance Attendants Level 3

The terms of these are similar and are summarised below.

44.2 **Continuous Employment** means the period of time an Employee has been a direct employee of Health Select; and time served in the Australian Defence Force. An Employee will not break Continuous Employment if their employment terminates, and they are re-employed within two months.

44.3 **Service:**

(a) includes periods of:

- (i) work with Health Select;
- (ii) annual leave, long service leave, personal leave or other paid leave;
- (iii) leave under worker's compensation;
- (iv) other absences Health Select agrees to count as 'service'; and

(b) does not include periods of:

- (i) unpaid parental leave;
- (ii) interruption due to industrial disputes;
- (iii) unauthorised leave without pay;
- (iv) periods where an Employee's employment had terminated with Health Select, until they were re-employed.

Entitlement

44.4 An Employee will accrue Long Service Leave at a rate of 1 week's Long Service Leave for every 30 weeks of Service. This is equivalent to:

- (a) 1.56 weeks Long Service Leave accrued per year; or
- (b) 1/30th of an Employee's total period of Continuous Employment; or
- (c) 6 months' Long Service Leave after 15 years; and an additional 2 months for each additional 5 years thereafter.

Taking the Leave

44.5 An Employee who has completed 7 years of continuous employment with Health Select will be entitled to take a period of Long Service Leave.

- 44.6 An Employee whose employment is terminated (whether at the initiative of Health Select or the Employee) after 7 years' continuous employment is entitled to be paid for any accrued but unused Long Service Leave.
- 44.7 Where an Employee who has completed 7 years' continuous employment dies while still employed, Health Select will pay the Employee's legal representative their accrued long service leave.
- 44.8 Long Service Leave periods will include any public holiday falling during the period the leave is taken.
- 44.9 Long Service Leave will be paid at the ordinary rate of pay for an Employee that applies at the time they take the leave.
- 44.10 The Employee may request Health Select to provide twice the period of long service leave; at half the ordinary rate of pay.

45 PUBLIC HOLIDAYS

- 45.1 Full-time and part-times are entitled to be absent from work on a gazetted public holiday without loss of pay, which include, at the time of making this Agreement: ·
- (a) New Year's Day**
 - (b) Australia Day**
 - (c) Labour Day
 - (d) Good Friday
 - (e) Easter Saturday
 - (f) Easter Sunday
 - (g) Easter Monday
 - (h) ANZAC Day
 - (i) Sovereign's Birthday
 - (j) Friday before AFL Grand Final
 - (k) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality;
 - (l) Christmas Day**
 - (m) Boxing Day**
- 45.2 If Christmas Day falls on a Saturday or a Sunday, a holiday in lieu will be taken on 27 December;
- 45.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu will be taken on 28 December;
- 45.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be taken on the next Monday.
- 45.5 Where for Victoria or any locality, public holidays are declared or prescribed on days other than those set out in 45.1 above, those days will be taken as replacement holidays.
- 45.6 Casual Employees have no entitlement to payment for public holidays, except that they will be paid at the relevant public holiday penalty rates where they work those days.

- 45.7 Where a casual Employee works on a public holiday, they shall be paid at double time their ordinary rate.

Substitution of public holidays by agreement

- 45.8 By agreement between Health Select and a majority of Employees; an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

- 45.9 Health Select and an Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed, as the public holiday.

Absence when rostered on a public holiday

- 45.10 Employees rostered to work on a public holiday and failing to do so, will not be entitled to holiday pay for that holiday.

Payment or time in lieu of a public holiday

- 45.11 Where an Employee works on a public holiday, or such holiday occurs on the employee's Rostered Day Off, or if the Employee would normally have been rostered for duty on a public holiday but was absent on sick leave and the Employee has worked an extra shift in lieu, the Employee is entitled to:

Within four (4) weeks of the date on which such holiday occurs:

- (a) 1.5 extra days' pay; or
- (b) equal time off in one period in lieu of which seven (7) days notice will be given; or
- (c) 1.5 days added to annual leave; or
- (d) in the case of an Employee not qualifying for annual leave, and 45.11(c) has not been applied, 1.5 days' pay added to payment in lieu of annual leave.

Where an employee who would normally have been rostered for duty on a public holiday but was absent on sick leave and who works an extra shift of the same length in lieu, the Employee will be paid at ordinary time rates of pay and receive the benefit of the above public holiday penalty provisions.

46 ATTENDANCE AT CORONER'S COURT

- 46.1 An Employee summoned to appear before the Coroner's Court about a matter arising out of their employment with Health Select, will be paid at their ordinary rate of pay for their attendance (including time outside normal rostered hours) plus reasonable travel expenses.
- 46.2 The Employee must provide reasonable proof of the requirement to attend, if requested by Health Select.

Part 6: Termination of Employment

47 SUSPENSION OF EMPLOYMENT

47.1 Health Select may suspend an Employee with pay where Health Select has reasonable grounds for suspecting the Employee has committed misconduct or a has a work performance issue which poses a safety risk. Suspension is to enable Health Select to carry out reasonable enquiries to determine the facts of the matter; and/or to determine an appropriate response.

48 TERMINATION OF EMPLOYMENT

Notice of termination by Health Select

48.1 To terminate the employment of a full-time or part-time Employee Health Select must give them the following period of notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 to 3 years	2 weeks
3 to 5 years	3 weeks
5 years or more	4 weeks

48.2 In addition to this notice, an Employee over 45 years of age at the time of the notice who has 2 years or more of continuous service is entitled to an additional 1 week of notice.

48.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by Health Select making payment for the remaining period of notice.

48.4 In calculating any payment in lieu of notice, the wages an employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated, will be used.

48.5 Health Select will make a final termination payment to the relevant Employee no later than 7 days after their employment termination date (regardless of who initiates the termination).

48.6 The period of notice in this clause, shall not apply in the case of:

- (a) serious misconduct;
- (b) casual Employees;
- (c) apprentices; or
- (d) Employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by Employee

- 48.7 The notice of termination required to be given by an Employee is the same as that required of Health Select, except that there is no requirement for the Employee to give additional notice based on their age.
- 48.8 If an Employee fails to give the period of notice required above, Health Select may deduct from wages due to the Employee an amount equivalent to the notice not given, up to a maximum of 1 weeks' wages.

Time off during notice period

- 48.9 Where Health Select has given notice of termination to an Employee, the Employee will be allowed up to 1 day off without loss of pay to seek other employment. The time off shall be taken at times that are convenient to the Employee after consultation with Health Select.

49 REDUNDANCY

- 49.1 An Employee is entitled to be paid redundancy pay if their employment is terminated at Health Select's initiative because it no longer requires the job to be done by anyone; except where this is due to the ordinary and customary turnover of labour.

Redeployment to lower paid role

- 49.2 If, because of redundancy, an Employee is transferred to a role with a lower ordinary rate of pay, Health Select must give the employee either:
- (a) the same period of notice they would have been entitled to if their employment had been terminated; or
 - (b) payment of an amount that is the difference between the ordinary rate of pay for the former role and the new ordinary time rate for the number of weeks' notice still owing.

Redundancy Severance Pay

- 49.3 Redundancy severance pay is provided for in the National Employment Standards (minimum entitlements applying to Australian employees) section of the FW Act.
- 49.4 Health Select will not be required to make a redundancy severance payment if it obtains suitable alternative employment for an Employee(s), and the Employee(s) unreasonably reject that offer. However, Health Select must first apply to the FW Commission for approval to vary the redundancy payment.
- 49.5 Redundancy severance payments will not exceed the amount the Employee would have earned if employment with Health Select had continued to the Employee's normal retirement date.

- 49.6 In addition to the period of notice prescribed for notice of termination, an Employee whose employment is terminated due to redundancy will be paid the following amount of redundancy severance pay:

Employee's period of continuous service	Redundancy Severance pay
Less than 1 year	None.
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 49.7 **Weeks' pay** in this clause means the ordinary time rate of pay for the Employee concerned.

Employee leaving during notice period

- 49.8 An Employee who has been given notice of termination due to redundancy may terminate their employment during the notice period.
- 49.9 An Employee choosing to leave employment during the notice period will be entitled to the same benefits and payments under this clause had they remained with Health Select until the end of their notice period, except they will not be entitled to payment for the unworked part of their notice period.

Job Search Entitlement

- 49.10 Where Health Select has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week for the purpose of seeking other employment.
- 49.11 If an Employee is allowed time off without loss of pay of more than one day, and Health Select request it, the Employee must produce proof of attendance at an interview. A statutory declaration is sufficient for these purposes.
- 49.12 An Employee who fails to produce proof when required under clause 49.11 is not entitled to be paid for the time off.

Transmission of business

- 49.13 Where a business is before or after the date of this Agreement, transmitted from Health Select to a new employer/company and an Employee who at the time of such transmission was an Employee of Health Select in that business becomes an employee of the new employer/company:
- (a) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the Employee has had with Health Select or any prior owner shall be deemed to be service of the Employee with the new employer/company.
- 49.14 In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

Part 7: Introduction of Change & Dispute Resolution

50 INTRODUCTION OF CHANGE & CONSULTATION

50.1 In this clause:

50.2 **Relevant Employee** means an Employee(s) who may be affected by a change.

50.3 **Significant effect** means a major change which results in:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation or size of Health Select's workforce or to the skills required of Employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace;
- (g) the restructuring of jobs; or
- (h) transmission/sale of business.

50.4 This clause applies if Health Select:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

50.5 As soon as practicable after making its decision, Health Select must:

- (a) provide in writing, to the relevant Employees (in preparation for the discussion below):
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees;

Health Select is not required to disclose confidential or commercially sensitive information to the relevant Employees; and

- (b) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Health Select is taking to avert or mitigate the adverse effect of the change on the employees; and
- (c) for changes to rosters or hours of work only –
 - invite the relevant Employee(s) to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities).

50.6 The relevant Employees may appoint a representative of their choice for the purposes of the procedures in this term.

50.7 If:

- (a) a relevant Employee(s) appoint a representative for the purposes of consultation; and
- (b) the Employee(s) advise Health Select of the identity of the representative,

Health Select must recognise the representative.

50.8 Health Select must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

51 DISPUTE RESOLUTION & GRIEVANCES

51.1 In the event of a dispute or grievance in relation to a matter involving employment with Health Select or arising under this Agreement or the National Employment Standards in the FW Act, a request for flexible working arrangements or extension to unpaid parental leave), must be dealt with in accordance with this clause.

51.2 A party to a dispute or grievance may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

Obligations of Parties

51.3 The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out promptly.

51.4 No party or Employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

Discussion of Grievance or Dispute

51.5 The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor.

- 51.6 If the matter is not settled, the Employee(s) can require the matter be discussed with another representative of Health Select appointed for the purposes of this procedure.
- 51.7 The grievance or dispute should be discussed at a workplace level within a 10-day period.
- 51.8 If the matter is not settled, a Party to the Agreement may apply to the Fair Work Commission have the grievance or dispute dealt with by conciliation.

Conciliation

- 51.9 Where a dispute or grievance is referred for conciliation, a member of the Fair Work Commission may do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance. This may include arranging:
- (a) conferences of the parties or their representatives presided over by the member; and
 - (b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- 51.10 Conciliation before the Fair Work Commission will be completed when:
- (a) the parties have reached agreement on the settlement of the grievance or dispute; or
 - (b) the Fair Work Commission member conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for the settlement of the grievance or dispute; or
 - (c) the parties have informed the Fair Work Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

Arbitration

- 51.11 If the dispute or grievance has not been settled when conciliation has been completed, either party may request the Fair Work Commission proceed to determine the dispute or grievance by arbitration.
- 51.12 Where a member of the Fair Work Commission has exercised conciliation powers in relation to the dispute or grievance, that member shall not exercise, or take part in the exercise of arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 51.13 Subject to an appeal below, the determination of the Fair Work Commission is binding upon the parties and Employees.
- 51.14 An appeal lies to a Full Bench of the Fair Work Commission, with the permission of the Fair Work Commission against a determination of a single member of FWA made pursuant to this clause.

Part 8: Health & Safety

52 HEALTH & SAFETY

- 52.1 Health Select will, in consultation with Employees and any nominated Employee representative take all appropriate measures to promote a safe and healthy workplace, in accordance with the relevant Act, including determining the Designated Work Groups (DWG's) in accordance with that Act.
- 52.2 Health and Safety Representative will be released for training in an accredited Occupational Health and Safety course, as approved by Health Select. This training will be conducted in paid work time and paid at the relevant rate of pay.
- 52.3 All Employees will review, be familiar with and abide by the occupational health and safety rules relating to the workplace as per the induction program and updates as issued from time to time.

53 SIGNATURES

Signed for and on behalf of **Health Select**

Name: Jeanette Cunningham
Address: 10/634-644 Mitcham Rd, Vermont VIC 3133
Position: Managing Director
Signature: J.C. Cunningham
Date: 14.10.2021
Witness Signature: K. Bauden
Witness Name: KAREN BAUDEN

Signed for and on behalf of **Employees**

Name: Krysia Hetherington
Address: 10/634-644 Mitcham Rd, Vermont VIC 3133
Position: Duty Controller
Signature: [Signature]
Date: 14.10.2021
Witness Signature: [Signature]
Witness Name: Zoe Rickard

Signed for and on behalf of **Employees**

Name: Peter Schouten
Address: 10/634-644 Mitcham Rd, Vermont VIC 3133
Position: Team Leader, Metro
Signature: [Signature]
Date: 13/10/2021
Witness Signature: [Signature]
Witness Name: Donna Knight

Signed for and on behalf of **Employees**

Name: Lianne Adamson
Address: 10/634-644 Mitcham Rd, Vermont VIC 3133
Position: Ambulance Transport Attendant Level 2.
Signature: Lianne Adamson
Date: 14-10-2021
Witness Signature: [Signature]
Witness Name: A. CALLAGHAN


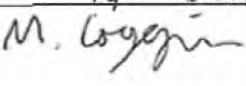
Signed for and on behalf of **Employees**

Name: Greg Miskle
Address: 10/634-644 Mitcham Rd, Vermont VIC 3133
Position: PATIENT TRANSPORT OFFICER.
Signature: [Signature]
Date: 14/10/21
Witness Signature: [Signature]
Witness Name: KAREN FLETCHER

Signed for and on behalf of **Employees**

Name: Jarrod Cook
Address: 10/634-644 Mitcham Rd, Vermont VIC 3133
Position: Ambulance Transport Attendant
Signature: [Signature]
Date: 13/10/2021
Witness Signature: [Signature]
Witness Name: TIANA ROBERTSON

Signed for and on behalf of **Victorian Ambulance Union (VAU)**

Name: Danny Hill
Address: 51 Stanley St, West Melbourne VIC 3003
Position: Secretary
Signature: 
Date: 14 October 2021
Witness Signature: 
Witness Name: Matthew Coggin

Signed for and on behalf of **Australian Nursing & Midwifery Federation (ANMF)**

Name: Lisa Fitzpatrick
Address: 535 Elizabeth Street, Melbourne, VIC. 3000
Position: Secretary
Signature: 
Date: 13 October 2021
Witness Signature: 
Witness Name: Kellie Whitefield

SCHEDULE A: CLASSIFICATION DESCRIPTIONS

ATA1: AMBULANCE TRANSPORT ATTENDANT LEVEL 1

Qualifications required:

- > Hold a degree or diploma in Paramedical Science;
- > Be annually accredited in Advanced Life Support Training; and
- > Have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transfer of patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties:

- > Monitor ongoing patient status.
- > Driving under operational conditions.
- > Pre and post vehicle checks, stock replacement and cleaning.
- > Provide all ongoing treatments as requested.
- > Initiate necessary additional care as required.
- > Ensure all relevant information is recorded on the patients care records.
- > Receive and deliver comprehensive handover of all patient conditions, treatment and care.
- > Respect patient confidentiality.
- > Branch duties as directed.
- > Assist the team partner in the care and management of a patient.

ATA2: AMBULANCE TRANSPORT ATTENDANT LEVEL 2

Qualifications required:

- (a) A Division 1 Registered Nurse with an appropriate bridging course;
- (b) Be annually accredited in Advanced Life Support Training and core competencies; and
- (c) Have successfully completed Health Select's entrance criteria, examination and assessments.

Function: To provide safe transfer of patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties:

- > Monitor ongoing patient status.
- > Driving under operational conditions.
- > Pre and post vehicle checks, stock replacement and cleaning.
- > Branch duties as directed.
- > Provide all ongoing treatments as requested.
- > Initiate necessary additional care as required.
- > Ensure all relevant information is recorded on the patient's care record.
- > Receive and deliver comprehensive handover of all patient conditions, treatment and care,
- > Respect patient confidentiality,

ATA3: AMBULANCE TRANSPORT ATTENDANT LEVEL 3

Qualifications required:

A Division 1 Registered Nurse with:

- (a) a critical care qualification; and
- (b) experience in the intensive care unit, coronary care unit, emergency department or equivalent unit of a hospital, within the preceding 24 months;
- (c) an appropriate bridging course and be annually accredited in annual core competency training; and
- (d) have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transfer of high acuity patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties:

- > Monitor ongoing patient status.
- > Driving under operational conditions.
- > Pre and post vehicle checks, stock replacement and cleaning.
- > Branch duties as directed.
- > Provide all ongoing treatments as requested.
- > Initiate necessary additional care as required.
- > Ensure all relevant information is recorded on the patient's care records.
- > Receive and deliver comprehensive handover of all patient conditions, treatment and care.
- > Assist the team partner in the care and management of the patient as requested.
- > Respect patient confidentiality.

PTO: PATIENT TRANSPORT OFFICER

Qualifications required:

- (a) Hold a Certificate III in Non-Emergency Patient Transport (including the relevant driving component); and
- (b) have successfully completed Health Select's entrance criteria, examination and assessment.

Function: To provide safe transport and transfer of patients to a designated point of destination ensuring they are provided with the ongoing care as requested by the treating facility.

Key Duties:

- > Assist the team partner in the care and management of the patient as requested.
- > Monitor ongoing patient status.
- > Driving under operational conditions.
- > Pre and post vehicle checks, stock replacement and cleaning.
- > Branch duties as directed.
- > Provide all ongoing treatments as requested.
- > Initiate necessary additional care as required.
- > Ensure all relevant information is recorded on the patient's care records.
- > Receive and deliver comprehensive handover of all patient conditions, treatment and care.
- > Respect patient confidentiality.

DUTY CONTROLLER

Qualifications:

- (a) Tertiary studies in health and or logistics preferable.
- (b) Understands medical terminology.
- (c) Computer Skills - competent in the use of Office, including but not limited to Word, Power Point, Excel, reporting.

Function: Provide contact point for all clients. Provide support to Operational Crews. Maintain and operate the communications centre.

Key Duties:

- > Receive and dispatch transport requests.
- > Liaise with crews.
- > Facilitate emergency procedures.
- > Manage daily resources to meet the customers' needs.
- > Facilitate thorough handover for both the Duty Manager and incoming Duty Controller.
- > Accept and manage bookings from clients, communicate with and assist clients with their requests, enter all booking details into the computer system.
- > Plan the work requirements for each day.
- > Dispatch work and control operational crews on road.
- > Ensure all case details are entered into system.
- > Ensure all crew details are entered into system.
- > Complete Daily Activity Report.
- > PCR compiling.
- > Update the Clinical Review Committee's Clinical Event Report.

COMMUNICATIONS CALL TAKER

Qualifications:

- (a) Certificate III in Ambulance Communications (call taking) or equivalent is preferable.
- (b) Understands medical terminology; and
- (c) Computer Skills - competent in the use of Office, including but not limited to Word, Power Point, Excel and reporting.

Function: Provide contact point for all clients. Supports Operational Crews and Duty Controller.

Key Duties:

- > Act as primary support to Dispatcher/Manager.
- > Accept and manage bookings from clients.
- > Communicate with and assist clients with their requests.
- > Data entry.
- > Plan the work requirements for each day in conjunction with Duty Controller/Manager.
- > Ensure all case details are entered into system.
- > PCR compiling.

ADMINISTRATION ASSISTANT LEVEL 1

- (a) a non-operational Employee who undertakes clerical duties for a work unit, prepares routine documentation, organises office supplies and performs basic word processing duties. They may also respond to and refer telephone enquiries, as appropriate;
- (b) a non-operational Employee who undertakes basic data processing duties, responds to and refers telephone enquiries, as appropriate; or
- (c) an Employee who performs tasks with defined guidelines, policies and procedures that allow for little deviation outside these parameters;

AND

- (d) these positions require basic administration skills and some experience in an administration environment. While a certificate level qualification is not essential, keyboard skills and computer literacy and competency in word processing, basic spreadsheets and presentation software is required. The ability to follow instructions and operate within guidelines is required;
- (e) the job environment allows for minimal exercise of judgment and analysis and tasks have clearly defined objectives and timelines;
- (f) accountability for own output is required with little involvement in policy or procedure development.

ADMINISTRATION ASSISTANT LEVEL 2

Qualifications:

- (a) Certificate III in Business Administration or equivalent relevant qualification;
- (b) Understands medical terminology; and
- (c) Computer skills in Excel and Word, PowerPoint, and reporting.

Function: Provide Administrative support to the Chief Executive Officer and Management Team.

Key Duties:

- > Report preparation,
- > Function co-ordination and support,
- > Preparation of team briefings and administrative support to training programs,
- > Preparation of recruitment and induction documentation,
- > Management of personnel and client files.

SCHEDULE B: WAGE TABLES

COMMENCEMENT OF AGREEMENT

*The wages below take effect from the first full pay period on or after the Agreement becomes operational (7 days after the Fair Work Commission approves the Agreement); and are inclusive of a 2.5% pay increase and Continuing Education Program ("CEP") Allowances for Ambulance Attendants.

Full time & Part Time Employees

	Full time weekly rate 38 hrs per week	HOURLY RATE					
		Mon to Fri x 1.0	Weekend x 1.5	Public holiday x 2.5	Overtime x 1.5	Overtime x 2.0	Overtime (public holiday) x 2.5
Ambulance Attendant Level 1	\$ 1,164.22	\$ 30.64	\$ 45.96	\$ 76.59	\$ 45.96	\$ 61.27	\$ 76.59
Ambulance Attendant Level 2	\$ 1,330.14	\$ 35.00	\$ 52.51	\$ 87.51	\$ 52.51	\$ 70.01	\$ 87.51
Ambulance Attendant Level 3	\$ 1,451.08	\$ 38.19	\$ 57.28	\$ 95.47	\$ 57.28	\$ 76.37	\$ 95.47
Patient Transport Officer	\$ 1,031.01	\$ 27.13	\$ 40.70	\$ 67.83	\$ 40.70	\$ 54.26	\$ 67.83
Duty Controller	\$ 1,243.28	\$ 32.72	\$ 49.08	\$ 81.80	\$ 49.08	\$ 65.44	\$ 81.80
Communication Call Taker	\$ 1,031.01	\$ 27.13	\$ 40.70	\$ 67.83	\$ 40.70	\$ 54.26	\$ 67.83
Administration Assistant Level 1	\$ 976.43	\$ 25.70	\$ 38.54	\$ 64.24	\$ 38.54	\$ 64.24	\$ 64.24
Administration Assistant Level 2	\$ 1,108.00	\$ 29.16	\$ 43.74	\$ 72.89	\$ 43.74	\$ 58.32	\$ 72.89

Casual Employees

	Base hourly rate x 1.0	HOURLY RATE					
		Mon to Fri Base rate + 25%	Weekend Base rate + 75%	Public holiday Base rate+100%	Overtime Base x 1.5	Overtime Base x 2.0	Overtime (public holiday) Base x 2.5
Ambulance Attendant Level 1	\$ 30.64	\$ 38.30	\$ 53.62	\$ 61.27	\$ 45.96	\$ 61.27	\$ 76.59
Ambulance Attendant Level 2	\$ 35.00	\$ 43.75	\$ 61.26	\$ 70.01	\$ 52.51	\$ 70.01	\$ 87.51
Ambulance Attendant Level 3	\$ 38.19	\$ 47.73	\$ 66.83	\$ 76.37	\$ 57.28	\$ 76.37	\$ 95.47
Patient Transport Officer	\$ 27.13	\$ 33.91	\$ 47.48	\$ 54.26	\$ 40.70	\$ 54.26	\$ 67.83
Duty Controller	\$ 32.72	\$ 40.90	\$ 57.26	\$ 65.44	\$ 49.08	\$ 65.44	\$ 81.80
Communication Call Taker	\$ 27.13	\$ 33.91	\$ 47.48	\$ 54.26	\$ 40.70	\$ 54.26	\$ 67.83
Administration Assistant Level 1	\$ 25.70	\$ 32.13	\$ 44.98	\$ 51.40	\$ 38.55	\$ 51.40	\$ 64.25
Administration Assistant Level 2	\$ 29.16	\$ 36.45	\$ 51.03	\$ 58.32	\$ 43.74	\$ 58.32	\$ 72.89

1 OCTOBER 2022* (+2.5%)

*The wages below take effect from the first full pay period on or after 1 October 2022; and are inclusive of a 2.5% pay increase and Continuing Education Program ("CEP") Allowances for Ambulance Attendants.

Full time & Part Time Employees

	Full time weekly rate 38 hrs per week	HOURLY RATE OF PAY					
		Mon to Fri x 1.0	Weekend x 1.5	Public holiday x 2.5	Overtime x 1.5	Overtime x 2.0	Overtime (public holiday) x 2.5
Ambulance Attendant Level 1	\$ 1,193.32	\$ 31.40	\$ 47.10	\$ 78.51	\$ 47.10	\$ 62.81	\$ 78.51
Ambulance Attendant Level 2	\$ 1,363.40	\$ 35.88	\$ 53.82	\$ 89.70	\$ 53.82	\$ 71.76	\$ 89.70
Ambulance Attendant Level 3	\$ 1,487.36	\$ 39.14	\$ 58.71	\$ 97.85	\$ 58.71	\$ 78.28	\$ 97.85
Patient Transport Officer	\$ 1,056.78	\$ 27.81	\$ 41.72	\$ 69.53	\$ 41.72	\$ 55.62	\$ 69.53
Duty Controller	\$ 1,274.37	\$ 33.54	\$ 50.30	\$ 83.84	\$ 50.30	\$ 67.07	\$ 83.84
Communication Call Taker	\$ 1,056.78	\$ 27.81	\$ 41.72	\$ 69.53	\$ 41.72	\$ 55.62	\$ 69.53
Administration Assistant Level 1	\$ 1,000.84	\$ 26.34	\$ 39.51	\$ 65.84	\$ 39.51	\$ 52.68	\$ 65.84
Administration Assistant Level 2	\$ 1,115.47	\$ 29.35	\$ 44.03	\$ 73.39	\$ 44.03	\$ 58.71	\$ 73.39

Casual Employees

	Base hourly rate x 1.0	HOURLY RATE OF PAY					
		Mon to Fri Base rate + 25%	Weekend Base rate + 75%	Public holiday Base rate+100%	Overtime Base x 1.5	Overtime Base x 2.0	Overtime (public holiday) Base x 2.5
Ambulance Attendant Level 1	\$ 31.40	\$ 39.25	\$ 54.96	\$ 62.81	\$ 47.10	\$ 62.81	\$ 78.51
Ambulance Attendant Level 2	\$ 35.88	\$ 44.85	\$ 62.79	\$ 71.76	\$ 53.82	\$ 71.76	\$ 89.70
Ambulance Attendant Level 3	\$ 39.14	\$ 48.93	\$ 68.50	\$ 78.28	\$ 58.71	\$ 78.28	\$ 97.85
Patient Transport Officer	\$ 27.81	\$ 34.76	\$ 48.67	\$ 55.62	\$ 41.72	\$ 55.62	\$ 69.53
Duty Controller	\$ 33.54	\$ 41.92	\$ 58.69	\$ 67.07	\$ 50.30	\$ 67.07	\$ 83.84
Communication Call Taker	\$ 27.81	\$ 34.76	\$ 48.67	\$ 55.62	\$ 41.72	\$ 55.62	\$ 69.53
Administration Assistant Level 1	\$ 26.34	\$ 32.92	\$ 46.09	\$ 52.68	\$ 39.51	\$ 52.68	\$ 65.84
Administration Assistant Level 2	\$ 29.35	\$ 36.69	\$ 51.37	\$ 58.71	\$ 44.03	\$ 58.71	\$ 73.39

1 OCTOBER 2023* (+2.5%)

*The wages below take effect from the first full pay period on or after 1 October 2023; and are inclusive of a 2.5% pay increase and Continuing Education Program (“CEP”) Allowances for Ambulance Attendants.

Full time & Part Time Employees

	Full time weekly rate 38 hrs per week	HOURLY RATES					
		Mon to Fri x 1.0	Weekend x 1.5	Public holiday x 2.5	Overtime x 1.5	Overtime x 2.0	Overtime (public holiday) x 2.5
Ambulance Attendant Level 1	\$ 1,223.15	\$ 32.19	\$ 48.28	\$ 80.47	\$ 48.28	\$ 64.38	\$ 80.47
Ambulance Attendant Level 2	\$ 1,397.48	\$ 36.78	\$ 55.16	\$ 91.94	\$ 55.16	\$ 73.55	\$ 91.94
Ambulance Attendant Level 3	\$ 1,524.54	\$ 40.12	\$ 60.18	\$ 100.30	\$ 60.18	\$ 80.24	\$ 100.30
Patient Transport Officer	\$ 1,083.20	\$ 28.51	\$ 42.76	\$ 71.26	\$ 42.76	\$ 57.01	\$ 71.26
Duty Controller	\$ 1,306.23	\$ 34.37	\$ 51.56	\$ 85.94	\$ 51.56	\$ 68.75	\$ 85.94
Communication Call Taker	\$ 1,083.20	\$ 28.51	\$ 42.76	\$ 71.26	\$ 42.76	\$ 57.01	\$ 71.26
Administration Assistant Level 1	\$ 1,025.86	\$ 27.00	\$ 40.49	\$ 67.49	\$ 40.49	\$ 53.99	\$ 67.49
Administration Assistant Level 2	\$ 1,143.36	\$ 30.09	\$ 45.13	\$ 75.22	\$ 45.13	\$ 60.18	\$ 75.22

Casual Employees

	Base hourly rate x 1.0	HOURLY RATES					
		Mon to Fri Base rate + 25%	Weekend Base rate + 75%	Public holiday Base rate+100%	Overtime Base x 1.5	Overtime Base x 2.0	Overtime (public holiday) Base x 2.5
Ambulance Attendant Level 1	\$ 32.19	\$ 40.24	\$ 56.33	\$ 64.38	\$ 48.28	\$ 64.38	\$ 80.47
Ambulance Attendant Level 2	\$ 36.78	\$ 45.97	\$ 64.36	\$ 73.55	\$ 55.16	\$ 73.55	\$ 91.94
Ambulance Attendant Level 3	\$ 40.12	\$ 50.15	\$ 70.21	\$ 80.24	\$ 60.18	\$ 80.24	\$ 100.30
Patient Transport Officer	\$ 28.51	\$ 35.63	\$ 49.88	\$ 57.01	\$ 42.76	\$ 57.01	\$ 71.26
Duty Controller	\$ 34.37	\$ 42.97	\$ 60.16	\$ 68.75	\$ 51.56	\$ 68.75	\$ 85.94
Communication Call Taker	\$ 28.51	\$ 35.63	\$ 49.88	\$ 57.01	\$ 42.76	\$ 57.01	\$ 71.26
Administration Assistant Level 1	\$ 27.00	\$ 33.75	\$ 47.24	\$ 53.99	\$ 40.49	\$ 53.99	\$ 67.49
Administration Assistant Level 2	\$ 30.09	\$ 37.61	\$ 52.65	\$ 60.18	\$ 45.13	\$ 60.18	\$ 75.22

1 OCTOBER 2024* (+2.5%)

*The wages below take effect from the first full pay period on or after 1 October 2024; and are inclusive of a 2.5% pay increase and Continuing Education Program ("CEP") Allowances for Ambulance Attendants.

Full time & Part Time Employees

	Full time weekly rate 38 hrs per week	HOURLY RATES					
		Mon to Fri x 1.0	Weekend x 1.5	Public holiday x 2.5	Overtime x 1.5	Overtime x 2.0	Overtime (public holiday) x 2.5
Ambulance Attendant Level 1	\$ 1,253.73	\$ 32.99	\$ 49.49	\$ 82.48	\$ 49.49	\$ 65.99	\$ 82.48
Ambulance Attendant Level 2	\$ 1,432.42	\$ 37.70	\$ 56.54	\$ 94.24	\$ 56.54	\$ 75.39	\$ 94.24
Ambulance Attendant Level 3	\$ 1,562.66	\$ 41.12	\$ 61.68	\$ 102.81	\$ 61.68	\$ 82.25	\$ 102.81
Patient Transport Officer	\$ 1,110.28	\$ 29.22	\$ 43.83	\$ 73.04	\$ 43.83	\$ 58.44	\$ 73.04
Duty Controller	\$ 1,338.88	\$ 35.23	\$ 52.85	\$ 88.08	\$ 52.85	\$ 70.47	\$ 88.08
Communication Call Taker	\$ 1,110.28	\$ 29.22	\$ 43.83	\$ 73.04	\$ 43.83	\$ 58.44	\$ 73.04
Administration Assistant Level 1	\$ 1,051.51	\$ 27.67	\$ 41.51	\$ 69.18	\$ 41.51	\$ 55.34	\$ 69.18
Administration Assistant Level 2	\$ 1,171.94	\$ 30.84	\$ 46.26	\$ 77.10	\$ 46.26	\$ 61.68	\$ 77.10

Casual Employees

From 1-Oct-24	Base hourly rate x 1.0	HOURLY RATES					
		Mon to Fri Base rate + 25%	Weekend Base rate + 75%	Public holiday Base rate+100%	Overtime Base x 1.5	Overtime Base x 2.0	Overtime (public holiday) Base x 2.5
Ambulance Attendant Level 1	\$ 32.99	\$ 41.24	\$ 57.74	\$ 65.99	\$ 49.49	\$ 65.99	\$ 82.48
Ambulance Attendant Level 2	\$ 37.70	\$ 47.12	\$ 65.97	\$ 75.39	\$ 56.54	\$ 75.39	\$ 94.24
Ambulance Attendant Level 3	\$ 41.12	\$ 51.40	\$ 71.96	\$ 82.25	\$ 61.68	\$ 82.25	\$ 102.81
Patient Transport Officer	\$ 29.22	\$ 36.52	\$ 51.13	\$ 58.44	\$ 43.83	\$ 58.44	\$ 73.04
Duty Controller	\$ 35.23	\$ 44.04	\$ 61.66	\$ 70.47	\$ 52.85	\$ 70.47	\$ 88.08
Communication Call Taker	\$ 29.22	\$ 36.52	\$ 51.13	\$ 58.44	\$ 43.83	\$ 58.44	\$ 73.04
Administration Assistant Level 1	\$ 27.67	\$ 34.59	\$ 48.42	\$ 55.34	\$ 41.51	\$ 55.34	\$ 69.18
Administration Assistant Level 2	\$ 30.84	\$ 38.55	\$ 53.97	\$ 61.68	\$ 46.26	\$ 61.68	\$ 77.10

SCHEDULE C: PAYROLL RECONCILIATION COMPARISON RATES

Wage Rates

Health Select Agreement classification	Equivalent Award classification	Award minimum rates at the Better Off Overall Test Time*	
		Weekly (38hrs)	All-purpose rate
<i>Ambulance & Patient Transport Award 2020</i>			
Ambulance Attendant Level 1	Ambulance Attendant Level 1 - Year 1	\$ 1,044.78	\$ 1,067.50
	Ambulance Attendant Level 1 - Year 2	\$ 1,053.00	\$ 1,075.72
	Ambulance Attendant Level 1 - Year 3	\$ 1,058.90	\$ 1,081.62
Patient Transport Officer	Patient Transport Officer - Year 1	\$ 979.00	\$ 979.00
	Patient Transport Officer - Year 2	\$ 986.20	\$ 986.20
	Patient Transport Officer - Year 3	\$ 992.60	\$ 992.60
Duty Controller	Communications Call Taker - Year 1	\$ 979.00	\$ 979.00
	Communications Call Taker - Year 2	\$ 986.20	\$ 986.20
	Communications Call Taker - Year 3	\$ 992.60	\$ 992.60
Communication Call Taker	Communications Call Taker - Year 1	\$ 979.00	\$ 979.00
	Communications Call Taker - Year 2	\$ 986.20	\$ 986.20
	Communications Call Taker - Year 3	\$ 992.60	\$ 992.60
Administration Assistant	Administrative Officer - Band 2 - Year 1	\$ 886.90	\$ 886.90
	Administrative Officer - Band 2 - Year 2	\$ 924.70	\$ 924.70
	Administrative Officer - Band 2 - Year 3	\$ 962.00	\$ 962.00
<i>Nurses Award 2010</i>			
Ambulance Attendant Level 2	Registered Nurse - Level 1 (Pay Point 1)	\$ 980.10	\$ 980.10
	Registered Nurse - Level 1 (Pay Point 2)	\$ 1,000.20	\$ 1,000.20
	Registered Nurse - Level 1 (Pay Point 3)	\$ 1,024.80	\$ 1,024.80
	Registered Nurse - Level 1 (Pay Point 4)	\$ 1,052.00	\$ 1,052.00
	Registered Nurse - Level 1 (Pay Point 5)	\$ 1,084.30	\$ 1,084.30
	Registered Nurse - Level 1 (Pay Point 6)	\$ 1,115.70	\$ 1,115.70
	Registered Nurse - Level 1 (Pay Point 7)	\$ 1,148.00	\$ 1,148.00
	Registered Nurse - Level 1 (Pay Point 8)	\$ 1,177.80	\$ 1,177.80
Ambulance Attendance Level 3	Registered Nurse - Level 2 (Pay Point 1)	\$ 1,209.10	\$ 1,209.10
	Registered Nurse - Level 2 (Pay Point 2)	\$ 1,228.30	\$ 1,228.30
	Registered Nurse - Level 2 (Pay Point 3)	\$ 1,249.60	\$ 1,249.60
	Registered Nurse - Level 2 (Pay Point 4)	\$ 1,270.10	\$ 1,270.10

The Better Off Overall Test "test time" is the date this Agreement is lodged with the Fair Work Commission for approval, as set out in the *Fair Work Act* (Cth) section 193(6).

The All-Purpose rates in this Schedule include CEP Allowances as applicable for those under the *Ambulance and Patient Transport Award 2020*.

Allowance Rates at the Test Time

For payroll reconciliation where applicable.

Allowance	Ambulance & Patient Transport Industry Award 2020		Nurses Award 2010	
CEP Allowance Units 1-4	\$18.24	per week		N/A
CEP Allowance Units 5-6	\$18.24	per week		N/A
CEP Allowance Unit 7	\$22.72	per week		N/A
Shift allowance	\$47.99	per rostered shift (any time worked after 6pm)	12.5%	of employee's base rate (afternoon shift)
			15%	of employee's base rate (night shift)
On-call allowance	\$ 3.52	per hour; or part hour	\$ 23.03	per 24hrs (Mon to Fri)
			\$ 34.70	per 24hrs (Sat)
			\$ 40.48	per 24hrs (Sun, PHol, RDO)
Control Call allowance	\$ 5.01	per hour or part hour	N/A	
Laundry Allowance		N/A	\$ 0.32	per shift
Meal Allowances				
Meal away from employee's branch or usual place of work	\$16.39	per shift	Reimbur.	per meal
No meal break	\$ 4.33	per occasion	Overtime paid until break taken	
Spoilt meal allowance	\$ 16.39	per shift		
Overtime Meal	\$20.50	per occasion	\$ 13.78	per occasion
Excess overtime meal		N/A	\$ 12.42	per occasion
Travelling Allowance		N/A		
Motor vehicle	\$ 0.80	per km	\$ 0.80	per km
Relieving Allowance – Meal Expenses				
Breakfast	\$ 16.39	per occasion		N/A
Lunch	\$ 32.80	per occasion		N/A
Dinner	\$ 49.20	per occasion		N/A
Total	\$ 98.39	per occasion		N/A