

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/198

TITLE: Private Ambulance Services Providers Consent Enterprise Agreement

I.R.C. NO: IRC5/888

DATE APPROVED/COMMENCEMENT: 23 March 2006 / 23 March 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 16 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees engaged in providing private ambulance services and associated services other than those provided by the Ambulance Service or the NSW Health Service, who fall within the coverage of the Private Ambulance Services Providers Consent (State) Award.

PARTIES: Australian First Aid Professionals, Central West First Aid, Emergency Care Providers Australia Pty Ltd, Emergency Life Support, Emergency Management Services, Health Services International Pty Ltd, Immediate Assistance, Life Support and Safety Training Services, Paramedical Services Pty Ltd, Parasol EMT Riverina, Parasol EMT Sydney Pty Ltd, Workcare Medical Pty Ltd -&- the Health Services Union

PRIVATE AMBULANCE SERVICES PROVIDERS CONSENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 888 of 2005)

Before The Honourable Justice Boland

23 March 2006

AWARD

1. Title

This Award shall be known as the "Private Ambulance Service Providers Consent (State) Award".

2. Arrangement

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MONETARY RATES

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3. Definitions

"Ambulance Service" means the Ambulance Service of NSW.

"Day Worker" means an employee who works his or her ordinary hours from Saturday to Friday inclusive and who commences work on such days between 6:00 am and noon inclusive.

"Designated Place of Work" means the location or locations designated under this award by the employer as the principle place or places that an employee will report for duty for the commencement of each shift, and will be identified by the employer to the employee for each shift.

"Emergency Care Providers Australia" means the organisation that represents the interests nationally of Private Ambulance Service Providers.

"Employee" means a person who is employed pursuant to this Award.

"Employer" means a person or entity providing private ambulance services and associated services other than those provided by the Ambulance Service or the NSW Health Service.

"Modified Hours Roster" means any roster which arranges the hours of duty of full time employees in a format other than on an eight (8) hours per shift basis.

"NSW Health Service" means public hospitals and/or Area Health Services who provide patient transport services.

"Ordinary hourly rate" for the purposes of this award has incorporated within it by way of a 'composite wage arrangement' payments that may have otherwise accrued for working weekends. The ordinary hourly rate will accordingly be used for all purposes in this award (including superannuation) for all time worked by employees.

"Private Ambulance Service Provider" means any person or organisation in NSW providing first aid, pre-hospital response, treatment and/or transport other than the Ambulance Service or NSW Health Service.

"Shift Worker" means an employee who is not a day worker as defined.

"Union" means the Health Services Union.

"Vehicle" for the purposes of this award refers to the means of transport provided by the employer relevant to the duties and role undertaken by an employee.

"Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

4. Classifications

- (i) "Dispatcher" - means an employee who is required to allocate, monitor and coordinate private ambulance services in relation to designated workloads and the requirements of clients.
- (ii) "Dispatch Supervisor" - means an employee who is required to supervise and manage the allocation, monitoring and coordinating of private ambulance services in relation to designated workloads and the

requirements of clients. This position can also be responsible for the supervision of other employees involved in coordinating the activities provided by the employer.

- (iii) "Ambulance Employee - Grade 1" - means an employee who will be trained in basic first aid and basic life support skills and able to operate as a first aider. They must have a WorkCover accredited first aid certificate. If required by their employer to drive a vehicle, they must have completed relevant driver training.
- (iv) "Ambulance Employee - Grade 2" - means an employee who will have attained Grade 1 training and who will also be trained in occupational first aid and able to operate as an occupational first aider. They must have a WorkCover accredited occupational first aid certificate. If required by their employer to drive a vehicle, they must have completed relevant driver training.
- (v) "Ambulance Employee - Grade 3" - means an employee who will have attained Grade 1 and Grade 2 training and who will also be trained in advanced cardio pulmonary resuscitation; advanced first aid training; patient handling and lifting techniques; driver training; use of spinal boards and body immobilisation techniques; and Automatic External Defibrillation. They must have a Certificate III issued by a Registered Training Organisation relevant to the role. They must use these skills in their role.
- (vi) "Ambulance Employee - Grade 4" - means an employee who will have attained Grades 1 - 3 training and who will also be trained in advanced emergency care using protocols, procedures, pharmacologies, reflective of the position. A superior knowledge of anatomy and physiology would be expected. They must have a Certificate IV issued by a Registered Training Organisation relevant to the role. They must use these skills in their role.
- (vii) "Ambulance Employee - Grade 5" - means an employee who will have attained Grades 1 - 4 training and who will also be trained in advanced emergency care using protocols, procedures, pharmacologies, reflective of the position. Excellent knowledge of anatomy and physiology would be expected. Some staff mentoring and supervision may be required. They must have at least 2 years full time use of skills as a Grade 4 employee. They must use Grade 5 skills in their role.
- (viii) "Ambulance Employee - Grade 6" - means an employee who will have attained Grades 1 - 5 training and who will have trained to or hold a Paramedical level of emergency care using protocols, procedures, pharmacologies reflective of the position. Excellent knowledge of anatomy and physiology are required. A degree in Paramedical and/or pre-hospital emergency care studies would be advantageous. Staff and clinical mentoring/supervision would be expected in this role. They must use Grade 6 skills in their role.

Note: The nomenclature of "Paramedic" or "Paramedical" can only be associated with the direct services provided by an Ambulance Employee - Grade 6 as so defined above.

5. Appointment of Employees

- (i) All employees covered by this award must be appointed or promoted by letter of offer.
- (ii) The letters of offer must have a:
 - a. commencement date and working roster
 - b. position description
 - c. reference to this award and the employee's grade
 - d. reporting structure
 - e. remuneration details
 - f. reference to whether the employment is full time, part time, or casual
 - g. probationary period

6. Full Time Employees

A full time employee is one who is employed for 152 hours per four (4) weekly cycle.

7. Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours from a minimum of 16 hours to a maximum of 152 hours per four (4) weekly cycle except in emergency or urgent circumstances.
- (ii) Permanent part-time employees shall work in accordance with rosters exhibited at least seven (7) days in advance of the commencing date of the roster and shall show the hours of duty for the 28 day roster.
- (iii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1, Wages, of Part B, Monetary Rates with a minimum payment of four hours for each start.
- (iv) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the rostered shift shall be paid for the rate of time and one half.

8. Casual Employees

- (i) A casual employee means a person who may be engaged by the employer on an hourly basis, to provide services related to the unexpected absence of permanent or permanent part-time employees, although it may also encompass employment associated with unanticipated workloads or client demands.
- (ii) A casual employee will be paid for the number of hours worked each week at an adjusted hourly rate, calculated at the same ordinary hourly rate as prescribed for a full time employee in the same classification and grade plus a 10 per cent loading to cover sick leave and 1/12 of earnings for annual leave. A minimum payment of two (2) hours on each occasion the employee commences a shift will apply.
- (iii) Casual employees are not to be engaged for more than 152 hours in any four (4) weekly cycle, excepting in emergency circumstances and when no other employee is able or willing to undertake the additional hours available to be worked.
- (iv) If casual employees are engaged for more than 152 hours in any four (4) weekly cycle, those additional hours are to be remunerated as per Clause 14, Overtime, using the adjusted hourly rate prescribed in subclause (ii) of this clause for the basis of overtime calculations.
- (v) If casual employees are engaged in shift work, those hours will be subject to the payment of the relevant shift penalties, using the adjusted hourly rate prescribed in subclause (ii) of this clause for the basis of such calculations.
- (vi) Where a casual employee is retained beyond a continuous period of employment of 13 weeks undertaking the same role and function, the employee can ask the employer to be made a part time employee, or if the employee has worked more than 38 hours / week during the 13 weeks, a full time employee. The employer can agree and can make them a part time or full time employee either on an indefinite hiring or for a fixed term. If the casual employee does not seek part time or full time employment, they will remain a casual employee.
- (vii) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clauses 26(i)(b) and 26(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 26(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be

available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in Clause 27 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 27.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

9. Employees' Duties

- (i) The employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employees skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained and is currently certified in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclause (i) and (ii) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

10. Wages

- (i) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1, Wages, of Part B, Monetary Rates

11. Hours of Duty

- (i) The ordinary hours of duty shall be an average of 38 per week, to be worked in shifts of eight hours duration on no more than 19 days per 28 day period unless otherwise agreed between the parties as it is the intention of the parties that two hours per week will be credited towards an allocated day off in addition to rostered days off each 28 day period.
- (ii) All employees shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, taken consecutively, unless otherwise agreed between the parties.
- (iii) Where the parties agree to work being performed on a modified hours roster the maximum length of a shift shall not exceed 12 hours with the average of 152 hours per four (4) weekly cycle to be calculated over the agreed modified hours roster cycle.
- (iv) The eight (8) hours ordinary hours of duty include a paid meal break of 30 minutes, to be taken at a mutually convenient time during the shift. After eight (8) hours, another 30 minute paid meal break also accrues, also to be taken at a mutually convenient time.

- (v) Employees are entitled to receive two 10 minute paid refreshment breaks per shift to be taken at mutually convenient times.

12. Roster of Hours

- (i) The ordinary hours of duty prescribed by clause 11, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 7 calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
- (ii) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Employer and the employee.
- (ii) Subject to compliance with subclause (i) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (iv)
 - (a) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours between the shifts.
 - (b) A day off duty for employees working a modified hours roster shall be 24 hours.
- (v) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (vi) The parties agree that changes to rosters that will significantly affect employees there will be genuine consultation between the parties.

13. Employees on Call

- (i) Time on call means time during which an employee who is rostered off duty is required to hold themselves in readiness to answer a call.
- (ii) Employees shall be free from on call a minimum of 14 days in each roster cycle of 28 days. The weekly on-call allowance as set out in Item 1 of Table 2, Allowances, of Part B, shall apply in such circumstances
- (iii) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
- (iv) Employees shall not be required to be on call during any part of a rostered day off duty, ie from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (v) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four (4) hours at time and a half for first two hours and then at double time thereafter for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked.
- (vi) Where an employee is on-call and is recalled to duty and such recall merges with the employee's normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
- (vii) A call out shall be deemed to commence at the time the employee is tasked and shall be deemed to be complete when all duties associated with the case/s are complete.
- (viii) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a vehicle is provided for this purpose by the employer.

14. Overtime

- (i) Subject to clause 13, Employees On-Call, all time worked in excess of the rostered hours during any four (4) weekly rostered period shall be paid for at the following rates of:

time and one-half for the first three hours;

double time over three hours and under eight hours; and

double time and a half over eight hours

provided that overtime worked on a Public Holiday shall be paid for at the rate of double time.

- (ii) Overtime shall be computed on the wages prescribed by Table 1-Monetary rates, of Part B, Monetary Rates. The allowance prescribed by clause 13, Employees On Call, as compensation for time on-call shall be disregarded.
- (iii) Employees shall, when required, work reasonable levels of overtime to meet the needs of the employer.

15. Time Off in Lieu of Overtime

- (i) The parties agree that any employee who is required to work overtime outside normal rostered hours either during any four weekly roster period or in a later roster period under clause 14 or as call out under clause 13, may be compensated by way of time off in lieu of payment for the overtime.
- (ii) This clause is subject to the following:
 - (a) Employees cannot be compelled to take time off in lieu of overtime. Any time in lieu arrangement must be by genuine mutual agreement prior to the overtime being worked;
 - (b) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked i.e. hour per hour;
 - (c) Time off in lieu of overtime must be taken within three months of the overtime being worked;
 - (d) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;
 - (e) The option of taking time off in lieu of overtime is subject to the active agreement of the employer.
 - (f) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.
 - (g) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the employer and the employee;

16. Reasonable Hours

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless as otherwise provided in the Award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- (iii) For the purposes of sub-clause (ii) what is unreasonable or other wise will be determined having regard to:
 - (a) Any risk to employee health and safety.
 - (b) The employee's personal circumstances in relation to any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it.
 - (e) Any other relevant matter.

17. Penalty Rates for Shift Work

- (i) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:

Afternoon Shift - Monday to Friday

 - (a) A shift commencing at or after 12.00 pm and before 8.00 pm: 10 per cent

Night Shift - Monday to Friday

 - (b) A shift commencing at or after 8.00 pm and before 6.00 am: 12.5 per cent
- (ii) The additional payments prescribed under sub clause (i) shall not form part of the employee's ordinary pay for the purpose of this Award.

18. Weekend Work

- (i) Additional payments/penalties for working weekends (ie midnight Friday to midnight Sunday) have been 'incorporated' by way of a 'composite wage' arrangement into the ordinary hourly rate for employees for all purposes for all time worked of this Award.

19. Termination of Employment

- (i) Either party may terminate the employment on two weeks notice in writing to the other, and in the case of an employer by accepting two weeks wages in lieu of notice.
- (ii) All terminated employees will be paid all accrued entitlements and if overtime has been accrued and remains as time in lieu at the termination date, then it shall be paid as required by clause 13.
- (iii) Within three (3) days of the termination of employment, the employer shall give the employee a signed statement outlining the period of employment.

20. Travelling on Shift

- (i) Where an employee is required to undertake duties which involves eight hours or more of travelling on any one day, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.

21. Public Holidays

- (i) Employees are entitled to New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day, along with any other duly gazetted Public Holiday. In addition to those gazetted Public Holidays, employees shall

be entitled to an extra Public Holiday each year, with such day to occur on a date agreed upon between the parties prior to 1 July in each calendar year.

- (ii) Employees may be rostered to work gazetted Public Holidays in which case they are to receive double time for all hours so worked.
- (iii) In the event that annual leave is taken under clause 21 and any public holiday falls during that annual leave period, then those public holidays will be added to the annual leave and the employee will receive ordinary pay for those days.

22. Annual Leave

- (i) Annual Leave shall be granted on completion of each 12 months' service. Day Workers or shift workers (as defined in clause 3, Definitions) will accrue 152 hours annual leave at their ordinary rate of pay.
- (ii)
 - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (b) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (a) of this sub-clause.
 - (c) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave since the commencement of the employment.
 - (d) Nothing in this subclause shall prevent the employer, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (e) At least six months notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the employer, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (f) Employees may exchange/split annual leave by mutual arrangements with the approval of the employer, provided that such exchange complies with paragraph (a) of this sub-clause.
- (iii) At an employee's written request, an employee before going on annual leave may (in lieu of being paid in the ordinary cycle of remuneration payments) elect to be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this award and such payment shall be made before the employee commences annual leave. Any costs thereof will be borne by the employee.
- (iv) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this award.
- (v) Excepting for the arrangements set out in this clause, the *Annual Leave Act 1944* (NSW) will apply.

23. Annual Leave Loading

- (i) Employees engaged under this Award are entitled to annual leave under clause 21 shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by clause 10, Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per clause 21(i)
- (ii) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this award.
- (iii) No loading is payable where the annual leave is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (iv) Where the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (i) of this clause for the period not taken.
- (v) Except as provided by subclause (iv) of this clause, no loading is payable on the termination of an employee's employment.
- (vi) Where a shift worker is given and takes annual leave, he or she shall be paid the loading set out in subclause (i) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a), then that amount shall be paid to the employee in lieu of the loading.

24. Long Service Leave

Employees shall be granted long service leave in accordance with the *Long Service Leave Act 1955* (NSW).

25. Sick Leave

- (i) All employees will be entitled to sick leave during their period of employment.
- (ii) All employees will be entitled to 60.8 hours sick leave for the first year of employment and then 76 hours for each subsequent years thereafter.
- (iii) Sick leave will accumulate to the maximum number of hours permitted for 10 consecutive years of service.
- (iv) All employees who are sick for two (2) or more consecutive days, may be required to provide a Medical Certificate from a registered Medical Practitioner.

26. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause (ii) of sub-clause (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause any current or accrued sick leave entitlement, provided for in clause 25, Sick Leave, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:

- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this sub-clause:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 33 should be followed.

(ii) Unpaid Leave for carer's leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-clause (i) (c) (2) above, who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in sub-clause (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(iv) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken as set out in clause 14-Overtime.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) of this sub-clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said sub-clause (a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours payable at the ordinary rate of pay, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

(vi) Allocated Days Off

- (a) An employee may elect with the consent of the employer, to take an allocated day off at any time.
- (b) An employee may elect, with the consent of the employer, to take allocated days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.

- (d) This sub-clause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

27. Bereavement & Family Leave

Employees may take up to three (3) days per instance bereavement leave on the death of: spouse, de facto spouse or same sex partner; parent or step parent; grand parents; siblings; child, adopted child, foster child, step child; or grandchild; or other immediate family member. Employer may request appropriate proof of evidence.

Employees may use sick leave for personal/carers, family and community services leave.

28. Parental Leave

- (i) All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.

- (ii)

- (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

- (b) Employees who are eligible for paid parental leave are entitled to such leave as follows:

- (1) Paid Leave

- (A) Paid Maternity Leave - an eligible employee is entitled to three weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

- (B) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the *Industrial Relations Act 1996*.)

- (C) Such leave may be paid:

- (i) on a normal fortnightly basis;
- (ii) in advance in a lump sum;
- (iii) at the rate of half pay over a period of 6 weeks on a regular fortnightly basis for maternity leave.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (2) Unpaid Leave
 - (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.
 - (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
 - (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- (d) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (e) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (f) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (g) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.

- (h) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (i) Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (j) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (k) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (l) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (m) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (n) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (o) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (p) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (r) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- (s) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (1) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (2) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the

employer to make suitable staffing arrangements. At least four weeks' notice must be given;

- (3) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (4) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (5) Full-time employees who return to work under this arrangement remain full-time employees.
- (t) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.
- (iii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iv) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clauses 28(iv)(a)(2) and 28(iv)(a)(3) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 28(iv)(a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (v) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 28(v)(a).
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

29. Uniforms

- (i) All employees will be provided with sufficient uniforms.
- (ii) All employees will be required to maintain and keep clean and presentable all uniforms supplied
- (iii) The employer will provide special clothing, as needed.
- (iv) Upon request from the employee, employers will replace uniforms providing the uniform has not been deliberately damaged.

30. Accommodation

Where an employee is required to undertake duties in a work location that would not facilitate daily travel from the employee's designated place of work or home, the employer shall provide reasonable accommodation and meals. Alternatively, the employer should provide sufficient funds to the employee to cover all costs associated with accommodation, meals, along with incidental costs including travel. Any dispute as to accommodation provided or funds made available should be dealt with expeditiously by the parties to this Award.

31. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

32. Payment and Particulars of Wages

- (i) Wages shall be paid each four weeks by electronic transfer to an account nominated by the employee.
- (ii) On each pay day, which shall be no more than five (5) working days after the end of the pay cycle, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.

33. Issues Resolution

- (i) The parties must:
 - (a) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the employer and individual employee(s); and
 - (b) abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (c) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (ii) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (a) the interpretation, application or operation of this Award; or
 - (b) any proposed variation to workplace custom and practice; or
 - (c) any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the employer, regardless of whether the issue relates to an individual employee or to a group of employees.
- (iii) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) and the immediate supervisor of that employee(s) within 24 Hours.
- (iv) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) to the most Senior Manager of the Employer. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by the Union or an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (vi) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (vii) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (viii) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

34. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

 "Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

35. Occupational Health and Safety

In addition to the normal requirements under the Occupational Health and Safety Legislation, the following shall also apply:-

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

36. Leave Reserved

The parties agree that within the first twelve months of the operation of this award, leave is reserved to review the following:

- (i) the ongoing efficacy of the classification structure;
- (ii) additional classifications that may be identified as being required and relevant rates of pay for any new classification;
- (iii) rates of pay for the classification of Ambulance Employee - Grade 6;
- (iv) the effectiveness of the ordinary hourly rate schema introduced in this award and the efficacy or otherwise of its operation. Such a review may include consideration of a further expansion of a 'composite wage' arrangement; and
- (v) the development of an appropriate mechanism for recognising and/or 'registering' employees and employers involved in Private Ambulance Service provision.

37. Area, Incidence and Duration

- (i) This award shall apply to all employees, as defined in this Award, and shall regulate the terms and conditions of employment of such employees.
- (ii) This Award shall take effect from 23 March 2006 and remain in force for a period of two years.

PART B

Table 1 - Monetary Rates

Classification	Award Rate		Rate at 1.11.06		Rate at 1.11.07	
	per/wk \$	per/hr \$	per/wk \$	per/hr \$	per/wk \$	per/hr \$
Dispatcher	716.60	18.86	751.80	19.78	789.40	20.77
Dispatcher Supervisor	802.10	21.11	842.20	22.16	884.30	23.27
Ambulance Employee- Grade 1	609.80	16.05	640.30	16.85	672.30	17.69
Ambulance Employee- Grade 2	631.10	16.61	662.70	17.44	695.80	18.31
Ambulance Employee- Grade 3	673.90	17.73	707.60	18.62	743.00	19.55
Ambulance Employee- Grade 4	759.40	19.98	797.40	20.98	837.30	22.03
Ambulance Employee- Grade 5	844.90	22.23	887.10	23.34	931.50	24.51
Ambulance Employee- Grade 6	1012.50	26.64	1063.10	27.98	1116.30	29.38

Table 2 - Allowances

Item	Clause	Brief Description	Award Rate \$	Rate from 1.11.2006 \$	Rate from 1.11.2007 \$
1	12	On-Call Allowance (weekly)	50.00	52.50	55.10

NOTE: This award applies as an Enterprise Agreement from 27 March 2006 to employers who are constitutional corporations by virtue of clause 44c, of Schedule 4 of the *Industrial Relations Act 1996*.

R. P. BOLAND J.