

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s 23 application for award or variation of award

**Minister administering the State Service Act 2000**

(T15061 of 2023)

DEPUTY PRESIDENT N ELLIS

HOBART, 13 SEPTEMBER 2023

Award variations – meal allowance, travel allowance and kilometre allowance - effective from the first full pay period commencing on or after 1 July 2022 – private vehicle related allowances effective from the first full pay period on or after 6 September 2023

**AMBULANCE TASMANIA AWARD**

**ORDER BY CONSENT -**

**No. 5 of 2023  
(Consolidated)**

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

IN PART I – APPLICATION AND OPERATION OF AWARD

CLAUSE 4 - DATE OF OPERATION

CLAUSE 6 – SUPERSESSION

IN PART V – EXPENSE AND OTHER ALLOWANCES

CLAUSE 1 – TRAVEL ALLOWANCES

## **1. TITLE**

This award shall be known as the Ambulance Tasmania Award.

## **2. INDEX**

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### **3. SCOPE**

This award is to apply to all persons employed under the *State Service Act 2000* who are employed in the Department of Health and Human Services and for whom a classification is contained in this award, except for employees for whom a classification is contained in another award of the Tasmanian Industrial Commission.

### **4. DATE OF OPERATION**

This award shall come into operation from 13 September 2023.

### **5. AWARD INTEREST**

- (a) The following employee organisations are deemed to have an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*;

Health Services Union, Tasmania Branch.

- (b) The employer deemed to be an employer organisation having an interest in this award, under Section 62(4) of the *Industrial Relations Act 1984* is;

The Minister Administering the State Service Act 2000.

### **6. SUPERSESSION**

This award incorporates and supersedes the Ambulance Tasmania Award No 4 of 2023 (consolidated).

**PROVIDED** that no entitlement accrued or obligation incurred is to be affected by the supersession.

### **7. DEFINITIONS**

**'Afternoon/late shift'** is a shift finishing after 6.00pm, but not later than midnight.

**'Chief Executive Officer'** means a person responsible for the management of Ambulance Tasmania.

**'Composite Wage'** is the weekly wage payable to employees and is computed by multiplying the appropriate hourly rate (as defined) for each employee by the 'rostered weekly hours factor'.

**'Day shift'** is a shift, which is worked between the hours of 7.00am and 7.00pm.

**'Day Worker'** means an employee whose weekly ordinary hours of work are performed within the days Monday to Friday inclusive, between 7.00am & 7.00pm.

**'Commissioner of Ambulance Services'** means a person appointed pursuant to the *Ambulance Service Act 1982* and whose functions are described within the *Ambulance Service Act 1982*. **Employee** means a person employed under the provisions of the *State Service Act 2000*.

**'Employer'** means the Minister administering the *State Service Act 2000*.

**'Hourly Rate'** - The hourly rate shall be ascertained by dividing an employee's appropriate weekly rate by the prescribed ordinary hours of work.

**'Night shift'** is a shift the finishing time of which occurs after midnight but not later than 8.00am.

**'On call'** means time during which an employee who is rostered off duty is required to hold himself/herself in readiness to answer a call.

**'Ordinary Hours'** shall be an average of 38 hours per week or 76 hours per fortnight.

The **'Rostered Weekly Hours Factor'** is the average number of hours per week for which an employee is entitled to receive payment and is based on the hours worked over a complete cycle of the 4 x 4 roster system (i.e. 64 weeks) taking into account the appropriate weekend penalties and shift allowances; as per the example standard calculation appearing in Appendix 1 of this Award.

**'Shift worker'** is an employee whose ordinary weekly hours of work are performed in accordance with a roster which regularly includes, Saturdays, Sundays and Public Holidays; i.e. Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Show day in relevant locality, and the first Monday in November in those districts where Hobart Regatta Day is not observed.

**'Service'** means Ambulance Tasmania.

**'Union'** shall mean Health Services Union, Tasmania Branch however titled.

## **8. EMPLOYMENT CATEGORIES**

In this award, unless the contrary intention appears:

**'Permanent full-time employee'** means a person who is appointed to work the full ordinary hours of work each week (as defined) and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

**'Permanent part-time employee'** means a person who is appointed to work hours that are less in number than a full-time employee and who is appointed as such in accordance with section 37(3)(a) of the *State Service Act 2000*.

**'Fixed term full-time employee'** means a person who is appointed to work the full ordinary hours of work each week (as defined) and is engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

**'Fixed term part-time employee'** means a person who is appointed to work hours that are less in number than a full-time employee and is engaged for a specified term or for the duration of a specified task in accordance with section 37(3)(b) of the *State Service Act 2000*.

**'Fixed term casual employee'** means a person engaged for a specified term in accordance with section 37(3)(b) of the *State Service Act 2000*. A person employed as a fixed term casual employee is engaged on an as and when required basis. Offered engagement(s) may be accepted or rejected on each and every occasion. While able to be engaged for a shift or shifts, a casual employee is precluded from being placed on a regular employment roster. A casual employee is paid a loading of 25% in addition to the base salary rate in lieu of paid leave entitlements.

## **9. CONTRACT OF EMPLOYMENT**

- (a) Except as otherwise provided by the *State Service Act 2000*, employment is by the fortnight. Any employee not specifically engaged as a casual employee is deemed to be employed by the fortnight.
- (b) An employee (other than a casual employee) who is willing to work his or her normal ordinary hours of work, is entitled to be paid a full fortnight's salary at a rate fixed by this award or relevant industrial agreement.
- (c) Notice of termination by Employee and Employer

- (i) Notice of termination by Employee

Employment is to be terminated by an employee by the giving of two weeks' notice to the employer or by the forfeiture of two weeks wages as the case may be.

- (ii) Notice of termination by the Employer

- (1) Employment is to be terminated by the employer by the giving of notice in accordance with the following table:

<u>Period of Service</u>	<u>Period of Notice</u>
From commencement and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the period of notice provided an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.
      - (3) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.
- (d) A casual employee is to be given a minimum of two hours work or pay on each occasion they are required to work unless otherwise mutually agreed by the employee, employer and relevant union.
- (e) Summary Dismissal

The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty and in such circumstances the normal salary rate, allowances, penalty payments and accrued entitlements are to be paid up to the time of dismissal only.

## **10. ABANDONMENT OF EMPLOYMENT**

An employee who is absent from work without justifiable cause for more than 14 days without notifying the employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, 14 days from the first day of absence).

## **PART II – CLASSIFICATIONS, SALARIES AND RELATED MATTERS**

### **1. WORK LEVEL DESCRIPTORS**

A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the following definitions:

**'Student Communications Officer'** means an employee who is undertaking the Certificate IV in Ambulance Communications or other qualification approved by the Commissioner and who is appointed to an approved Student Communications Officer position. The employee will undertake such work experience as determined by the Director to become a Communications Officer. They are required to practice under supervision of a Communications Officer (or higher) throughout their studentship

This level of employee may be required to undertake call taking duties including the efficient processing of emergency and non-emergency calls utilising such technology as required by the Commissioner. Additionally this level of employee may be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

**'Communications Officer'** means an employee who holds the Certificate IV in Ambulance Communications or other qualification as approved by the Commissioner and who is appointed to an approved Communications Officer position.

This level of employee may be required to undertake call taking duties including the efficient processing of emergency and non-emergency calls utilising such technology as required by the Commissioner. Additionally the employee may be involved in the dispatch and coordination of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their skills every 3 years or as determined by the Commissioner.

**'Emergency Medical Dispatch Support Officer (EMDSO)'** means an employee who undertakes call taking duties and/or non-emergency dispatch within the State Operations Centre and who is appointed to an EMDSO position. The EMDSO is required to achieve the Certificate III Ambulance Communications.

This level of employee is required to undertake call taking duties including the efficient processing of emergency and Non-Emergency Patient Transport Service (NEPTS) calls utilising such technology as required by the Service.

"Non-emergency dispatch" relates to NEPTS coordination, task assignment and dispatching duties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their skills every 3 years or as determined by the Service.

**'Emergency Medical Dispatcher (EMD)'** means an employee who undertakes call taking and/or dispatch/coordination duties within the State Operations Centre and who is appointed to an EMD position. This level of employee holds a Certificate IV Ambulance Communications (Dispatch), or equivalent experience as determined by the Commissioner of Ambulance Services.

This level of employee may be required to undertake call taking duties including the efficient processing of emergency and NEPTS calls utilising such technology as required by the Service. Additionally, the employee may be involved in the dispatch and coordination of



emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their skills every 3 years or as determined by the Service.

**'Communications Team Leader'** means an employee who holds a Certificate IV in Ambulance Communications (Dispatch) or equivalent as determined by the Commissioner of Ambulance Services and has achieved the units of competency determined by the Service, or other qualification as approved by the Service and who is appointed to an approved position.

This level of employee may be required to undertake call taking duties including the efficient processing of emergency and non-emergency calls utilising such technology as required by the Service. Additionally, the employee may be involved in the dispatch and coordination of emergency and non-emergency vehicles utilising the Service's Computer Aided Dispatch and Telecommunication systems. The Communications Team Leader has more responsible duties to support the effective functioning of the communications centre on a day to day basis, including;

- (i) provision of supervision, support, and assessment;
- (ii) participation in professional development and appraisal;
- (iii) regular feedback and performance management of staff;
- (iv) accountable for the implementation and support of a positive workplace culture;
- (v) assistance with development of policies, procedures, practices, and standards;
- (vi) adherence to Key Performance Indicators.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their skills every 3 years or as determined by the Service.

**'Branch Station Officer (BSO) – Relief'** means an employee who holds a Bachelor of Paramedic Science and relevant work experience, or other qualification approved by the Service and who is appointed to an approved BSO position.

This level of employee is responsible for the effective and appropriate application of patient care skills in a time critical environment plus the transport of patients by ambulance or other means. The BSO Relief provides support to Volunteer Ambulance Officers attached to their station. The BSO Relief will be required to attend for work at multiple locations within the cluster in accordance the provisions of this Agreement and their roster. BSO - Relief employees will be paid at the applicable BSO rate according to their qualification.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Service.

**'Extended Care Paramedic (ECP)'** means an Intensive Care Paramedic with additional skills and training as approved by the Service and who is appointed to an approved ECP position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Service. The ECP is responsible for the effective and appropriate application of patient care skills, including intensive care, in a time critical environment plus the transport of patients by ambulance or other means.

**'Paramedic Student'** means an employee who is undertaking the Associate Degree in Paramedic Science or other qualification as approved by the Commissioner and who is appointed to an approved Paramedic Student position. The employee will undertake such work experience as determined by the Commissioner to become a paramedic. They are required to practice under supervision of a paramedic (or higher clinician) throughout their studentship.

**'Paramedic Intern'** means an employee who holds the Bachelor of Paramedic Science or other qualification as approved by the Commissioner and who is appointed to an approved Paramedic Intern position. Additionally the employee is undertaking the necessary and relevant work experience and other training as determined by the Commissioner to become a paramedic. They are required to practice under supervision of a paramedic (or higher clinician) throughout their internship.

**'Paramedic'** means an employee who holds a Bachelor of Paramedic Science and relevant work experience or other qualification approved by the Commissioner and who is appointed to an approved Paramedic position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

The Paramedic is responsible for the effective and appropriate application of patient care skills in a time critical environment plus the transport of patients by ambulance or other means.

**'Intensive Care Paramedic (ICP)'** means an employee who holds a Bachelor of Paramedic Science plus additional qualification and relevant work experience or other qualification approved by the Commissioner and who is appointed to an approved ICP position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

The Intensive Care Paramedic is responsible for the effective and appropriate application of patient care skills, including advanced life support, in a time critical environment plus the transport of patients by ambulance or other means.

**'Flight Paramedic – Fixed Wing'** means an employee who holds a Bachelor in Paramedic Studies plus a Graduate Certificate in Emergency Health (Aeromedical Retrieval) or equivalent as determined by the Commissioner when rostered to undertake fixed wing flight paramedic duties. This level of employee requires specific skills and physical fitness to ensure specialist response capability for this role.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

The Fixed Wing Flight Paramedic is responsible for the effective and appropriate application of patient care skills, including advanced life support, in a time critical environment on the fixed wing aircraft.

**'Flight Paramedic – Helicopter'** means an Intensive Care Paramedic with a Graduate Certificate in Emergency Health (Aero-medical Retrieval) or equivalent as determined by the Service and who is appointed to an approved Flight Paramedic – Helicopter position with the Ambulance Tasmania Helicopter Squad on a permanent basis. The level of employee requires specific skills and physical fitness to ensure specialist response capability for this role.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for maintenance of their clinical helicopter skills every 3 years or as determined by the Service. The Flight Paramedic – Helicopter is

responsible for the effective and appropriate application of patient care skills, including intensive care, in a time critical environment plus the transport of patients by helicopter or other means.

**'Branch Station Officer (BSO)'** means an employee who holds a Bachelor of Paramedic Science and relevant work experience or other qualification approved by the Commissioner and who is appointed to an approved BSO position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

This level of employee is responsible for the effective and appropriate application of patient care skills in a time critical environment plus the transport of patients by ambulance or other means. The BSO provides support to Volunteer Ambulance Officers attached to their station.

**'Branch Station Officer – Intensive Care Paramedic (BSO ICP)'** means an employee who holds a Bachelor of Paramedic Science plus additional qualifications and relevant work experience or other qualification approved by the Service and who is appointed to an approved BSO ICP position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Service. The BSO ICP is responsible for the effective and appropriate application of patient care skills, including intensive care, in a time critical environment plus the transport of patients by ambulance or other means. The BSO ICP provides support to Volunteer Ambulance Officers attached to their station.

**'Clinical Support Officer (CSO)'** means an Intensive Care Paramedic with an additional qualification in training and assessment or equivalent as approved by the Commissioner and who is appointed to an approved CSO position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

This level of employee delivers educational services and programmes and participates in the assessment process. They also participate in clinical quality assurance activities and perform the duties of an ICP as directed.

**'Paramedic Educator Level 1'** means a paramedic with an additional qualification in training and assessment or equivalent as determined by the Commissioner and who is appointed to an approved Paramedic Educator position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

This level of employee will develop, manage and teach into statewide education programmes within the Vocational Education Training sector. They will develop curriculum material in conjunction with external education providers and coordinate education services at a statewide level.

**'Paramedic Educator Level 2'** means an Intensive Care Paramedic with an additional qualification in training and assessment or equivalent and who is appointed to an approved Paramedic Educator position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Commissioner.

This level of employee will develop, manage and teach into statewide education programmes at a tertiary education level. They will develop curriculum material in conjunction with external education providers and coordinate education services at a statewide level.

**'Manager - Level 1'** means an employee who holds a Bachelor of Paramedic Science or other qualification approved by the Director and relevant work experience with an additional qualification in management or equivalent and who is appointed to an approved Manager position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Commissioner.

Responsibilities at this level include:

- Operational Command of Mass Casualty Incident in the out of hospital environment
- Ensuring funds are expended according to approved budgets and policies
- Participation in professional development and appraisal
- Maintaining relationships with a range of internal and external organisations and individuals
- Regular feedback and performance management of staff
- Assistance with development of policies, procedures, practices and standards
- Capacity to direct all operational facets in accordance with Service expectations and directives.
- Adherence to Key Performance Indicators

**'Manager - Level 2'** means an employee who holds a Bachelor of Paramedic Science or other qualification approved by the Commissioner and relevant work experience with an additional qualification in management or equivalent and who is appointed to an approved Manager position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Commissioner.

Responsibilities at this level include those described at Level 1 with the following additions:

- Accountability for resource expenditure and allocation
- Regular feedback and performance management for senior staff
- Capacity to develop and implement effective solutions to improve productivity and customer services
- Development of business objectives and strategies

**'Manager - Level 3'** means an employee who holds a Bachelor of Paramedic Science or other qualification approved by the Commissioner and relevant work experience with an additional qualification in management or equivalent and who is appointed to an approved Manager position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Commissioner.

Responsibilities at this level include those described at Level 2 with the following additions:

- Participate in performance agreements linked to organisational goals.
- Contribution towards development and implementation of strategic and business objective.
- Manage multi disciplinary groups
- Overall management of individual work units including budget
- Develop changes in standards, practices, policies and procedures

**'Manager - Level 4'** means an employee who holds a Bachelor of Paramedic Science or other qualification approved by the Commissioner and relevant work experience with an additional qualification in management or equivalent and who is appointed to an approved Manager position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Commissioner.

Responsibilities at this level include those described at Level 3 with the following additions:

- Organisational management
- System wide view of out of hospital care provision and high level inter-organisational liaison
- Development and implementation of organisational strategic business plans to improve delivery and outcomes of out of hospital care linked to Government objectives.

## **2. CALCULATION FOR THE PAYMENT OF SALARY**

### (a) Calculation of Normal Fortnightly Salary

The formula to be used in calculating an employee's normal fortnightly salary is:

Annual Salary divided by the number of working days in a "Relevant Financial Year" multiplied by 10
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**'Annual Salary'** means the salary given under this Part.

**'Working Days in Relevant Financial Year'** means the total number of working days (excluding Saturdays and Sundays) in the relevant financial year. The total number of days to be used in any one financial year is 260, 261 or 262 in accordance with the actual calendar for that financial year.

The formula is consistent with the provisions of the Financial Management and Audit Regulations 2003.

### (b) Calculation of Hourly Rate for Part-time Employees

Subject to subclause (a) of this clause, the hourly rate of pay to be paid to a part-time employee is to be calculated as 1/76 of the salary calculated above.

(c) Calculation of Hourly Rate for Casual Employees

- (i) Subject to sub-clause (a) of this clause and Schedule 1 of clause 4 below, the hourly rate of pay to be paid to a casual employee is to be calculated is 1/76 of the salary calculated above.
- (ii) Further a casual employee is to be paid shift allowances calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the new rate of pay; and
- (iii) A casual employee is to be paid overtime penalty rates calculated on the normal salary rate excluding the casual loading, with the casual loading component then added to the penalty rate of pay; and
- (iv) A casual employee engaged to work on a Holiday with Pay is to be paid the penalty rate for the normal salary rate for work on that day or part day, with the casual loading component then added to the penalty rate of pay; and
- (v) The following Shift Loadings apply for fixed-term casual employees only:
  - 15% loading paid on the applicable base rate for afternoon shift (a shift finishing between 7.00pm and 12:00am).
  - 27.5% loading paid on the applicable base rate for night shift.
  - 50% loading paid on the applicable base rate, excluding payment of afternoon or night shift loading, for shifts concluding on a Saturday.
  - 100% loading paid on the applicable base rate, excluding payment of afternoon or night shift loading, for shifts concluding on a Sunday.
  - 150% loading paid on the applicable base rate, excluding payment of afternoon or night shift loading, for shifts concluding on a Sunday and shifts concluding on a Holiday with Pay.

For the avoidance of doubt Saturday, Sunday, or Public Holiday shift status is determined as at conclusion of shift (i.e. Sunday night shift concluding on Monday morning paid at ordinary time rates plus night shift loading while a Friday night shift concluding on a Saturday morning would attract Saturday rates.
- (vi) These provisions apply to casual employees only.
- (vii) A fixed-term casual employee can be engaged to work a maximum shift length of 14 hours and not more than 38 hours total work per calendar week without the payment of overtime in accordance with (iii) above.

A fixed-term casual employee is entitled to one meal break for each shift exceeding four (4) hours.

A fixed-term casual employee is entitled to the payment of overtime for all hours worked in excess of the allocated shift length and all hours worked in excess of 76 hours per pay period.

**3. PAYMENT OF SALARY**

- (a) Wages, including overtime, are to be paid during working hours, at intervals of not more than two weeks and not later than Thursday.

When a holiday with pay, as prescribed in Part VIII – Leave and Holidays with Pay, falls on a normal pay day wages are to be paid on the last working day prior to the holiday with pay.

- (b) Payment is to be by direct deposit into a credit institution nominated by the employee.

The present pay day and time of payment, or method of payment are not to be varied, except after consultation with the appropriate union concerned and an agreed phasing-in period.

- (c) Pay Advice

- (i) On or prior to pay day the employer is to provide to the employee, particulars in writing, setting out full details of the wages to which the employee is entitled to, the statement is to at least include the following information:

- (1) date of payment;
    - (2) period covered by payment;
    - (3) the total amount of wages;
    - (4) the amount of wages at ordinary rate, including the hourly rate;
    - (5) the amount of wages paid as overtime, at the rate of time and one half, including the rate;
    - (6) the amount of wages paid as overtime, at the rate of double time, including the rate;
    - (7) the amount paid as shift or other allowances, with sufficient information to allow the employee to identify each payment;
    - (8) the amount paid as penalty rates for rostered shifts, with sufficient information to allow the employee to identify each payment;
    - (9) any payment for annual recreation leave, personal leave, workers compensation, back pay or any other payment not usually included in the employee's wages, in sufficient detail so as to inform an employee how each amount has been calculated;
    - (10) employees classification;
    - (11) the amount deducted for taxation purposes;
    - (12) the amount of any other deduction is to be listed individually and identified;
    - (13) the net amount of wages.

- (ii) Pay advice details may be provided by way of an electronic employee self-service system (ESS), where appropriate.

- (d) An employee kept waiting for their wages on a normal pay day for more than a quarter of an hour after the usual time for ceasing work is to be paid at overtime rates after that quarter of an hour, with a minimum of a quarter of an hour.

**Provided** that no penalty for late payment will apply where payment of wages is delayed by reasons beyond the employer's control.

**4. SALARIES**

An employee appointed or promoted to a classification band prescribed by this award is to, subject to satisfying the prescribed requirements, be paid the base salary rate determined for the relevant classification.

**SCHEDULE 1 SALARIES**

<b>CLASS</b>	<b>Rate from ffppcoa 1/12/2020</b>	<b>Rate from ffppcoa 1/12/2021</b>
Paramedic Student Year 1	\$55,548	\$56,583
Paramedic Student Year 2	\$59,020	\$60,407
Paramedic Student Year 3	\$64,228	\$65,737
Paramedic Intern	\$65,962	\$67,512
Paramedic Year 1	\$73,469	\$75,196
Paramedic Year 2	\$75,671	\$77,449
Paramedic Year 3	\$77,878	\$79,708
Paramedic Year 4	\$80,081	\$81,963
Paramedic Year 5	\$82,283	\$84,217
Paramedic Year 6	\$84,488	\$86,473
Paramedic Year 7	\$85,331	\$87,336
IC Paramedic Year 1	\$88,161	\$90,233
IC Paramedic Year 2	\$88,896	\$90,985
IC Paramedic Year 3	\$89,631	\$91,737
IC Paramedic Year 4	\$90,368	\$92,492
IC Paramedic Year 5	\$91,100	\$93,492
IC Paramedic Year 6	\$91,836	\$93,994
IC Paramedic Year 7	\$92,755	\$94,935
Extended Care Paramedic 1	\$101,411	\$103,794
Extended Care Paramedic 2	\$102,425	\$104,832



Flight Paramedic 1	\$99,918	\$102,266
Flight Paramedic 2	\$100,918	\$103,290
BSO Year 1	\$88,161	\$90,233
BSO Year 2	\$91,836	\$93,994
BSO Year 3	\$92,755	\$94,935
BSO ICP Year 1	\$99,918	\$102,266
BSO ICP Year 2	\$102,120	\$104,520
BSO ICP Year 3	\$103,142	\$105,566
Paramedic Educator Level 1-1	\$96,244	\$98,506
Paramedic Educator Level 1-2	\$97,206	\$99,490
Paramedic Educator Level 2-1	\$133,418	\$136,553
Paramedic Educator Level 2-2	\$134,753	\$137,920
CSO Year 1	\$102,858	\$105,275
CSO Year 2	\$103,591	\$106,025
CSO Year 3	\$104,326	\$106,778
CSO Year 4	\$105,369	\$107,845
Emergency Medical Dispatch Support Officer Year 1	\$63,332	\$64,820
Emergency Medical Dispatch Support Officer Year 2	\$66,467	\$68,029
Emergency Medical Dispatch Support Officer Year 3	\$67,094	\$68,671
Emergency Medical Dispatcher Year 1	\$67,972	\$69,569
Emergency Medical Dispatcher Year 2	\$69,478	\$71,111
Emergency Medical Dispatcher Year 3	\$70,982	\$72,650
Emergency Medical Dispatcher Year 4	\$73,389	\$75,114
Emergency Medical Dispatcher Year 5	\$74,122	\$75,864
Communications Team Leader 1	\$79,260	\$81,123
Communications Team Leader 2	\$80,052	\$81,933
Amb Manager Level 1	\$107,709	\$110,240

Amb Manager Level 2	\$132,515	\$135,629
Amb Manager Level 3	\$157,509	\$161,210
Amb Manager Level 4	\$165,383	\$169,270

## **5. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES**

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

In this clause:

**'approved assessor'** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**'assessment instrument'** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**'disability support pension'** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

**'relevant minimum wage'** means the minimum wage and includes any incremental adjustment prescribed in this award for the class of work for which an employee is engaged

**'supported wage system'** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).

**'SWS wage assessment agreement'** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### (a) Eligibility Criteria

- (i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (ii) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### (b) Supported Wage Rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (subclause (c)) %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**PROVIDED** that the minimum amount payable must be not less than \$95.00 per week.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(c) Assessment of Capacity

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(d) Lodgement of SWS Wage Assessment Agreement

- (i) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Tasmanian Industrial Commission.
- (ii) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Tasmanian Industrial Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Tasmanian Industrial Commission within 10 working days.

(e) Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(f) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will

be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(g) Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(h) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period must be no less than \$95.00 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under paragraph (iii).

## **6. TASMANIAN MINIMUM WAGE**

In accordance with s 47 AB of the *Industrial Relations Act 1984* (the *Act*) the minimum weekly wage for an adult full time employee is the Tasmanian Minimum Wage as determined by the Tasmanian Industrial Commission pursuant to s 35 (10A) of the *Act*.

The Tasmanian Minimum Wage is \$812.60 per week operative from 1 August 2022.

**PROVIDED** this clause has no application to employees engaged under a contract of training or to an employee who is in receipt of a supported wage assessment.

## **7. SALARY PROGRESSION**

- (a) Appointment of graduates with appropriate Degree level qualifications will be subject to acceptable minimum road experience. Applicants without adequate road experience will be placed at the Paramedic Intern classification level of the structure.
- (b) Progression through salary points at each level in the classification structure will be based upon years of experience but will be subject to existing performance criteria and to preparedness on the part of each employee to acquire and/or maintain the necessary competencies required to perform the duties of that classification level. If an employee has not maintained those competencies, some reallocation of duties may

be required, but progression through the salary points of his/her classification level will not be restricted so long as the employee continues to exhibit a proven willingness to undertake the training necessary to maintain those competencies.

- (c) Promotion to all classification levels above the entry level (Paramedic) classification is subject to vacancy.
- (d) The Intensive Care Paramedic classification contains an advancement barrier at salary point ICP 3. Progression beyond this point will be subject to the prior acquisition of Advanced Airway Management skills/qualifications. Where an ICP does not possess this skill level AT will offer the necessary training. Where the employee agrees to undertake the training and successfully gains the Advanced Airway Management qualification they will have access to the additional increment levels within the ICP classification.
- (e) Progression arrangements for specified increment points
  - (i) The following increments were added to the classification structure, with effect from ffppcoa 1 December 2019:
    - (1) Branch Station Officer – Intensive Care Paramedic, 03
    - (2) Branch Station Officer, 03
    - (3) Emergency Medical Dispatcher, 05
    - (4) Clinical Support Officer, 04
    - (5) Extended Care Paramedic, 02
    - (6) Flight Paramedic, 02
    - (7) Intensive Care Paramedic, 07
    - (8) Paramedic 07
    - (9) Paramedic Educator 1, 02
    - (10) Paramedic Educator 2, 02
    - (11) Communications Team Leader 02.
  - (ii) In order to access any of the increments listed at subclause (e)(i), the following criteria must be met:
    - (1) PARAMEDICS
      - a. Have undertaken 10 years' service as a paramedic (in Tasmania or another jurisdiction); and
      - b. Have current registration with Australian Health Practitioner Regulation Agency.
    - (2) EMERGENCY MEDICAL DISPATCHER and COMMUNICATIONS TEAM LEADER

- a. Have undertaken 10 years in an Emergency Medical Dispatcher role; and
  - b. Certified to perform the specialist communications functions of: 000, call taking and emergency medical dispatch.
- (f) Additional progression arrangements for Emergency Medical Dispatch Support Officers (EMDSO)

This level of employee commences employment at EMDSO Level I and is required to successfully complete a training course/induction on commencement of employment.

Initial training is followed by a further 12 weeks of consolidation to achieve an Authority to Practice as an EMDSO.

The EMDSO is required to undertake the Certificate III Ambulance Communications.

Progression to EMDSO Level 2 occurs following 12 months of service provided that the Certificate III Ambulance Communications is achieved during this time. Should the Certificate III Ambulance Communications not be achieved the employee will remain at EMDSO Level I regardless of length of service (see sub clause (f)(i)).

Progression to EMDSO Level 3 occurs on successfully achieving the Certificate IV and Authority to Practice as an EMD.

Progression to EMD level will only occur through merit-based selection.

**PROVIDED that:**

- (i) Opportunity to commence the Certificate III in Ambulance Communications will occur within 6 weeks of commencement at EMDSO Level I.
  - (ii) Opportunity to commence the Certificate IV in Ambulance Communications (Dispatch) will be offered at the commencement of EMDSO Level 2. Where an employee requests to take up this offer, the Certificate IV will commence within six months.
  - (iii) Where an employee has achieved the Certificate IV (Dispatch) and Authority to Practice as an EMD, they will progress to EMDSO Level 3 and will be eligible to undertake higher duties as an EMO if required to do so by the Service.
  - (iv) Upon completion of Certificate IV in Ambulance Communications (Dispatch) and completion of 12 months at EMDSO Level 2, the opportunity to undertake the Authority to Practice as an EMD, must be offered and determined by the Commissioner of Ambulance Services within 8 weeks.
  - (v) Progression to EMD Level I is by promotion.
- (g) Additional progression arrangements for Emergency Medical Dispatchers (EMD)  
Progression is on an annual basis.
- (h) Additional progression arrangements for Communications Team Leaders

Suitable applicants for a Communications Team Leader position will desirably have completed the Team Leader Technical Training and Development program or equivalent in addition to a minimum of 2 years' service as an EMD.

## **8. ROSTERED WEEKLY HOURS FACTOR**

The "Rostered Weekly Hours Factor" is the average number of hours per week for which an employee is entitled to receive payment and is based on the hours worked over a complete cycle of the 4 x 4 roster system (i.e. 64 weeks) taking into account the appropriate weekend penalties and shift allowances; as per the example standard calculation appearing in Appendix 1 of this Award.

## **9. COMPOSITE WAGE**

"Composite Wage" is the weekly wage payable to employees and is computed by multiplying the appropriate hourly rate (as defined) for each employee by the 'rostered weekly hours factor'.

## **10. TRAINING**

Student Paramedics shall be paid the composite rate of pay whilst training off road. The composite rate will not be paid for the initial training program on commencement of employment with AT or for the first six (6) months of their employment with AT. Following this time the students will be paid the composite rate as are all other operational shift work Paramedics undertaking training programs.

Paramedics attending post basic courses/lectures will receive composite wage for continuous periods not exceeding three weeks.

## **11. ADDITIONAL EMPLOYER SUPERANNUATION CONTRIBUTIONS**

The provisions of this clause apply in addition to the rights, entitlements or obligations of the Employer or an employee under the PSSR Act or any regulations made under it.

In this clause:

"complying superannuation scheme" means a superannuation scheme that is a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* of the Commonwealth.

"default fund" means a superannuation fund that is nominated under section 20(1) of the PSSR Act to be a default fund.

"employee's fund" means the default fund or another complying superannuation scheme if the employee has so elected in writing.

### **(a) Accumulation Scheme Members**

- (i) For all periods of unpaid parental leave the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

$$\text{EmpCont} = (\text{NRP}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined by Part VIII, Clause 6(a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (ii) For a period of paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VIII – Leave and Holidays with Pay, Clause 6 Parental leave, subclause (c) Paid Primary Caregiver Leave, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

$$\text{EmpCont} = 0.5 \times (\text{NRP}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NRP – Normal rate of pay for employee as defined in by Part VIII, Clause 6(a)(x).

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (iii) After a continuous period of four weeks personal leave without pay and for the remainder of that employee's continuous period of personal leave without pay, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

$$\text{EmpCont} = (\text{NSR}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

NSR – Normal salary rate for the employee as defined in by Part I – Application and Operation of the Award, Clause 7 Definitions.

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (iv) For any period when an employee is absent from work either totally or partially due to a workers compensation claim and in receipt of a workers compensation weekly payment, the employer will make additional employer superannuation contributions on behalf of the employee to the employee's fund, at the following rate:

$$\text{EmpCont} = \text{WP} \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$



WP – Workers compensation weekly payment paid to employee

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(b) **Defined Benefit Scheme members**

(i) For all periods of:

(A) unpaid parental leave during which the employee elects not to pay, is taken to have elected not to pay or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme; and

(B) paid parental leave for which an employee, in accordance with a relevant Award, has decided to take the period of paid parental leave on half pay as provided for by Part VIII – Leave and Holidays with Pay, Clause 6 Parental leave, subclause (c) Paid Primary Caregiver Leave,

the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

$$\text{EmpCont} = \frac{[(\text{NRP}/26) - \text{AS}] \times \text{C\%}}{\text{EmpCont} - \text{Additional Employer Superannuation Contribution}}$$

NRP – Normal rate of pay for employee as defined in by Part VIII, Clause 6(a)(x).

AS – Actual salary paid to employee while on parental leave

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

(ii) After a continuous period of four weeks personal leave without pay and for such time during the remainder of that employee's continuous period of personal leave without pay where the employee is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make fortnightly additional employer superannuation contributions on behalf of the employee for that period to the default fund or to another complying superannuation scheme if the employee so elects in writing, at the following rate:

$$\text{EmpCont} = (\text{ORP}/26) \times \text{C\%} \quad \text{EmpCont} - \text{Additional Employer Superannuation Contribution}$$

ORP – Ordinary rate of pay

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

- (iii) For any period when an employee is absent from work either totally or partially due to a workers compensation claim, and in receipt of a workers compensation weekly payment and the employee elects not to pay their own contributions to the Scheme, or is precluded by the rules of the Defined Benefit Scheme from paying, their own contributions to the Scheme, the employer will make additional employer superannuation contributions on behalf of the employee for that period to the employee's fund, at the following rate:

$$\text{EmpCont} = \text{WP} \times \text{C\%}$$

EmpCont – Additional Employer Superannuation Contribution

WP – Workers compensation weekly payment paid to employee

C% - relevant "charge percentage" specified in section 19 of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth, as amended from time to time

## **12. SALARY SACRIFICE BY EMPLOYEES**

### (a) Superannuation

- (i) An employee may elect to salary sacrifice a proportion of their award salary to a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 1999*, subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- (iii) Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- (iv) Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement.

### (b) Other Benefits

- (i) An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits

subject to compliance with any Tasmanian or Commonwealth government directive and legislation.

- (ii) Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.
- (iii) Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.
- (iv) Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

### **13. SALARY PACKAGING**

- (a) An employee who is employed to work in a public hospital or public ambulance service, as defined by the Australian Taxation Office, may elect, up to the amount allowed under relevant legislation, to take a proportion of their award salary in a form selected from a list of options offered by the employer.
- (b) Fringe Benefit Tax and any administrative costs incurred as a result of an employee entering into or amending a salary packaging arrangement will be met by the employee.
- (c) Salary for all purposes, including superannuation, for employees entering into a salary packaging arrangement will be calculated as if the salary packaging arrangement did not exist.
- (d) Salary packaging arrangements will be annual and based on the Fringe Benefit Reporting Year. The employee will be able to renew or amend the arrangement annually. An employee may withdraw from a salary packaging arrangement at any time.
- (e) Where the an employee ceases to be employed in a public hospital or public ambulance service, as defined by the Australian Taxation Office, any salary packaging arrangements will cease to apply from the date of cessation of employment.

## **PART III - ALLOWANCES**

### **1. HIGHER DUTIES ALLOWANCE**

For the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis.

- (a) (a) An employee is entitled to a higher duties allowance only when the employee is directed to perform duties that are classified higher than the employee's substantive band for a period of one or more consecutive working days. The employee is to be paid an allowance equal to the difference between the employee's normal salary level and the minimum salary level of the duties being undertaken at the higher classification band.
- (b) An employee who performs duties at the same higher classification band, as prescribed in subclause (a), for a continuous period of 12 months is eligible for salary progression, if provided for.
- (c) An employee who performs duties at the same higher classification, as prescribed in subclause (a), for broken periods that aggregate 12 months in a period of three years is eligible for salary progression, if provided for.
- (d) An employee promoted to a higher classification band is to have a period of continuous higher duties immediately prior to this promotion, for which an allowance is payable, according to subclause (a), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (e) An employee promoted to a higher classification is to have a period of broken higher duties prior to this promotion, for which an allowance is payable, according to subclauses (a) and (c), taken into account in establishing the applicable salary level and date of eligibility of future salary progression.
- (f) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the duties would have been continuous but for the period of the paid leave, and are resumed immediately on the completion of the period of paid leave.

### **2. MORE RESPONSIBILITIES DUTIES ALLOWANCE**

- (a) An employee is entitled to a more responsible duties allowance when the employee is directed to perform duties that are in excess of the duties of the employee's classification or consist of partial higher duties for a period of five or more consecutive working days.
- (b) The more responsible duties allowance payable is to be in proportion to the more responsible duties undertaken compared to the employee's normal duties and by reference to the employee's salary and the work value of the more responsible duties undertaken.
- (c) An employee in receipt of an allowance according to this clause is to continue to be paid the allowance while on approved paid leave, except long service leave, provided that the more responsible duties would have been continuous but for the period of the paid leave and are resumed immediately on the completion of the period of paid leave.

### **3. PARAMEDIC SPECIALIST ALLOWANCE**

- (a) An Allowance of \$3.40 per hour is payable from the first full pay period commencing on or after 5 May 2020, \$3.48 per hour is payable from the first full pay period commencing on or after 1 July 2020, \$3.56 per hour is payable from the first full pay period commencing on or after 1 July 2021 and \$3.64 per hour is payable from the first full pay period commencing on or after 1 July 2022 to all levels of Paramedic up to and including IC Paramedic Year 7 when they are rostered by the service to perform any of the skills/duties nominated below.
- (b) Where an employee is required by the Service to perform one of the skills nominated below for part of shift. Paramedic Specialist Allowance will be payable for the full rostered shift.
- (c) Paramedic Specialist Allowance is not cumulative. Should an employee be required to perform more than one of the above nominated skills during any one shift only one allowance is payable.
- (d) The following skills, on completion of an approved program and with appropriate certification where required, will attract the Paramedic Specialist Allowance. These skills/duties will include:
  - (i) Preceptor, see (e) below
  - (ii) Wilderness
  - (iii) USAR 2
  - (iv) Driving Instructor
  - (v) Certified Bariatric
- (e) Preceptor Allowance will only apply where the employee assigned to the Preceptor is a paramedic student enrolled in a formal education program.
- (f) Employees can only be in receipt of the Preceptor Allowance or Clinical Coach Allowance at any one time.

### **4. PRECEPTOR ALLOWANCE (COMMUNICATIONS CLASSIFICATIONS)**

- (a) A Preceptor Allowance of \$3.20 per hour is to be paid to an employee other than a Communications Team Leader and who is required by Ambulance Tasmania to act as a preceptor.
- (b) Where an EMD or EMDSO is required by Ambulance Tasmania to act as a preceptor for part of a shift, Preceptor Allowance will be payable for the full rostered shift.
- (c) Preceptor Allowance will only apply:
  - (i) for the period of work in which the employee is required to perform the preceptor role and is identified as the assigned preceptor on the roster.
  - (ii) where the employee assigned to the Preceptor is required to achieve formal learning outcomes (e.g. completing induction/initial training, formal Performance Improvement Plans, return to work plans)

## **5. CLINICAL COACH ALLOWANCE**

- (a) An allowance is payable to Clinical Coaches when they are rostered by the service to perform coaching duties with a staff member.
- (b) The allowance to be paid for undertaking the duties of a Clinical Coach is aligned to the Preceptor Allowance which is currently \$3.20 per hour.
- (c) Ambulance Tasmania will implement a Clinical Coach education program for Clinical Coaches.
- (d) The Clinical Coach allowance will also apply to Communication Centre employees.

## **6. MANAGEMENT OF MEAL BREAKS**

- (a) The following provisions prescribe meal breaks for operational staff and support operational staff in achieving their prescribed meal breaks. While penalties are provided for in the event that a meal break is not able to be taken, the payment of a penalty does not mitigate the responsibility to provide a break.
- (b) Staff who have missed a meal break, or who have had their meal break interrupted must be allocated a meal break at the earliest opportunity.
- (c) When an operational staff member has not received a complete meal break within the prescribed window, the staff member will be directed to take a complete meal break provided that:
  - (i) For the first 1 hour of a meal break window, the staff member may be required to respond to any priority of incident.
  - (ii) After the first 1 hour of a meal break window for a period of 1 hour, the staff member may only be required to respond to Priority 0 and Priority 1 incidents.
  - (iii) If the meal break has not been completed by the end of 2 hours after the start of the window of opportunity the employee will only be required to respond to Priority 0 cases.
  - (iv) In the event of a medium, major or severe impact incident response declared as per the Ambulance Tasmania Incident Response Plan, the provisions of sub-clauses (ii) and (iii) above may not apply. Meal Breaks and allowances payable in the event a meal break is not provided will be paid in accordance with sub-clauses (1) to (6) below.
    - (1) One paid meal break of 30 minutes duration shall be allowed for officers working a shift of up to 11 hours and 24 minutes. Two paid meal breaks of 30 minutes duration shall be allowed for officers working shifts of 11 hours and 25 minutes and up to 14 hours duration.
    - (2) For officers working a shift of up to 11 hours and 24 minutes duration, the meal break shall be taken in a 3-hour window from the start of the fifth hour from the commencement of the shift or as agreed between the parties.
    - (3) For officers working a shift of 11 hours and 25 minutes duration but less than 14 hours duration attracting two paid meal breaks, the first break shall be taken in a window of 3 hours from the start of the fourth hour from the commencement of the shift and the second meal break shall be taken in a window of 3 hours from the start of the ninth hour from commencement of the shift or as agreed between the parties.
    - (4) For officers working shifts of 14 hours duration attracting two paid meal breaks, the first break shall be taken in a window of 3 hours from the start of the fourth

hour from the commencement of the shift and the second meal break shall be taken in a window of 3 hours from the start of the tenth hour from the commencement of the shift or as agreed between the parties.

(5) In the circumstances where a meal break has not been provided in accordance with Sub clauses (1), (2), (3) and (4) above;

a. The employee shall be entitled to a meal allowance of \$29.20 for each hour or part thereof until such time as the employee is provided with a meal break.

(6) Employees who are required to work extended hours beyond the end of their shift and these hours exceed the end of their shift by a minimum of two hours will be entitled to an additional break of 30 minutes paid at single time at the composite rate of pay.

(d) Flight Paramedics

(i) Due to the nature of the work environment of the Flight Paramedic it is understood that structured meal breaks as provided for in this clause may not be reasonably achievable. While every effort will be made to achieve two meal breaks on shifts of 11 hours and 25 minutes or more, the meal allowances prescribed in this clause will only apply in relation to the one break per shift when performing flight duties.

(e) Meal Break Windows and Dispatch Provisions

The following table provides meal break windows and describes the dispatch provisions that apply:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Shift up to 11 hr 24 minutes					Dispatch to any case	Dispatch to P0/P1 only	Dispatch to P0 only							
shift from 11 hr 25 mins to 13 hr 59 min				Dispatch to any case	Dispatch to P0/P1 only	Dispatch to P0 only			Dispatch to any case	Dispatch to P0/P1 only	Dispatch to P0 only			
Shift 14 hr				Dispatch to any case	Dispatch to P0/P1 only	Dispatch to P0 only				Dispatch to any case	Dispatch to P0/P1 only	Dispatch to P0 only		
					Dispatch to any case	Dispatch to P0/P1 only	Dispatch to P0 only							

(f) Meals Away from Station where Work Commenced

(i) The parties agree that on road staff may be required to take breaks or meals at a Station other than the Station from which they commenced work without penalty to Ambulance Tasmania except where the employee has brought their meal from home, the employee will be offered the opportunity to retrieve that meal. If the employer is unable to provide the employee with the opportunity to access that meal, a meal allowance of \$29.20 will be paid.

(ii) Reasonable time will be provided to the employee to procure a meal.

(iii) Where an employee has reasonable dietary requirements such that a meal can not be procured in the area the employee has been directed to take a meal that employee shall be allowed to return to the station at which they commenced work to take their meal break.

(g) Meals at Training Courses Away from Usual Location

(i) In the event that an employee is required to attend a day training course provided by the Ambulance Tasmania, for example Clinical Professional Development, away from the employee's usual location, Ambulance Tasmania will either provide appropriate facilities such as a fridge and microwave to allow employees to bring their own meal, or will provide a meal. If neither facilities nor a meal is provided, payment of a single meal allowance of \$29.20 will be paid.

(h) Spoiled Meal

(i) Where an employee is disturbed in the first 15 minutes of their meal break an allowance of \$29.20 shall be paid to the employee to replace the spoiled meal.

(ii) An employee who has had a meal spoiled shall be provided reasonable time to procure a replacement meal prior to restarting their meal break.

(i) Where employees have their meal break interrupted, they will retain the right to a full meal break of 30 minutes irrespective of the component of meal break already consumed.

(j) If a meal break is not provided for the entirety of the shift, an additional 30 mins of overtime will be paid at the end of shift. If both meal breaks have been missed then an additional 60 mins will be paid at the end of shift, owing to two missed breaks.

## **7. ADJUSTMENT TO WAGE RELATED ALLOWANCES**

Unless specified separately in this Award all monetary allowances are to be adjusted from the first full pay period on or after 1 July each year by the same percentage as the salary rate for a Paramedic Year I classification of the Ambulance Tasmania Award has increased between 1 July in the preceding year and 30 June of that year. Prior to 1 July each year the parties will make application to have the salary rates in this Award updated to reflect the rates being paid.



## **PART IV – MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

### **1. STAFF AMENITIES**

(a) Staff Room/Kitchen Facilities

The employer shall provide and furnish a suitable staff room for employees including a kitchen area which consist of washing, cooking and storage facilities. A refrigerator shall also be provided. The employer shall provide all cooking and eating utensils.

(b) Lockers and Showers

The employer shall provide for the use of employees hot and cold showers and wash basins and for each employee a locker with suitable hanging facilities.

### **2. REIMBURSEMENTS**

(a) Telephone

Where the employer requires an employee to have a telephone installed, all costs associated with the initial standard installation and annual rental of the employee's telephone will be met by the employer. Except when required by the employer, if an employee subsequently moves residence more than three times within six years of any installation or connection paid for by the employer, the employee shall be required to pay the costs of the new telephone installation or connection.

(b) Licence

The employer shall pay the yearly driving licence fee for each officer who is required to drive a vehicle during normal duties.

### **3. MEDICAL EXAMINATIONS**

When an employee is required by the employer to undergo a medical examination, the examining medical officer shall be nominated by the employer, who shall bear the cost of the examination. Such examinations shall be conducted in the employer's time.

### **4. LAUNDERING OF UNIFORMS**

Ambulance Tasmania will provide suitable commercial cleaning of uniform items including jumpsuit, shirt, jacket etc. only if they become significantly contaminated in the course of ambulance duties. Significant contamination includes:

- (i) Blood spills of more than a few drops
- (ii) Faecal contamination
- (iii) Vomitus
- (iv) Body tissue

(iv) Body fluid of more than a few drops.

## **5. EXAM OR TRAINING RELEASE**

- (i) Employees can request, with 21 days' notice, 24 hours release from duty prior to an exam for an Ambulance Tasmania approved course of study.
- (ii) Where the release of an employer requires a roster adjustment, this shall be a qualifying reason for adjustments to rosters under Part VII, Clause 3(b) of the Award.

## **PART V – EXPENSE AND OTHER ALLOWANCES**

### **1. TRAVEL ALLOWANCES**

#### (a) Travelling

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses without incurring out of pocket expenses.

#### (i) Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses

- (1) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

#### Overnight Accommodation

<u>Accommodation Venue</u>	<u>Overnight Accommodation</u>
	\$
Adelaide	157.00
Brisbane	175.00
Canberra	168.00
Darwin	220.00
Melbourne	173.00
Perth	180.00
Sydney	198.00
Tasmania	147.00

#### Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	29.90
Lunch	Applicable 12.30 – 2.00pm	33.65
Dinner	Applicable 6.00pm – 7.30pm	57.30

#### Incidental Expenses

Payable per overnight stay: \$21.30

- (2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2022/10, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived

from the capital city rate for each State within that Determination.

- (ii) Pre-Booking and Payment of Accommodation
  - (1) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.
  - (2) In such cases the accommodation component of the Travel Allowance Expense will not be paid.
- (iii) Payment of Actual Travel Expense
  - (1) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and expenditure on meals, incidentals and all out of pocket expenses incurred in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.
  - (2) In such cases the accommodation and/or meal allowances prescribed in paragraph (a)(i) of this clause are not to be paid but the actual expenses incurred in the course of business travel are to be reimbursed to the employee along with the incidental allowance.
  - (3) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.
- (iv) Payment for Employee Choice
  - (4) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (a)(i) of this clause of this clause.
  - (5) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
  - (6) An employee may chose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.
- (v) Advance Payment of Travel Allowance Expense

If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.

(vi) Additional Transport Costs Incurred On Work Related Travel

An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.

(vii) Conference and Training Course Incidental Allowance

An employee required to attend a training course or conference where accommodation and all meals are provided is to be paid the Incidental Allowance as prescribed in paragraph (a)(i) of this clause.

(viii) Temporary Assignment of Duties at an Alternate Location

An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:

- (1) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (a)(i) of this clause; and
- (2) after three weeks travelling allowances at a rate determined by the employer.

(ix) Systematic Travelling

An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (a)(i) of this clause as determined by the employer.

(x) Overseas Travel Allowance Expense

An employee required to undertake work related duties outside of Australia the employee is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

(b) Excess Fares

An employee who in the normal course of employment is not required to travel to different locations for the performance of their duties, but with the knowledge and approval of the employer, is required for short periods to attend work at a location other than their regular place of employment is to be paid such reasonable additional fares necessarily incurred.

**PROVIDED** that no employee is to be entitled to the benefits of this subclause for more than three months in any one continuous period.

(c) Private Vehicle Use

(i) Required User

Where an employee is required in writing by the employer to have available on a regular basis a private motor vehicle which the employee is to be required to use for official purposes, and the employee agrees in writing so to do an allowance is to be paid for such use in accordance with the following rates:

<u>Annual Kilometres Travelled On Duty in a Financial Year</u>	<u>Cents per Kilometre</u>	
	<u>Rate 1 2 litres and above</u>	<u>Rate 2 Less than 2 litres</u>
First 10,000 kilometres	95.93 (100%)	82.41 (86%)
Any additional kilometres	50.79 (53%)	44.08 (46%)

**PROVIDED** that where the employer wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, at least one year's notice in writing is to be given, and the notice period is to be specified to end on 30 June.

(ii) Occasional User

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (c)(i) of this clause, but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance is to be paid in accordance with the following rates:

<u>Annual Kilometres Travelled On Duty in a Financial Year</u>	<u>Cents per Kilometre</u>	
	<u>Rate 3 2 litres and above</u>	<u>Rate 4 Less than 2 litres</u>
First 10,000 kilometres	63.89 (100%)	54.95 (86%)
Any additional kilometres	33.86 (53%)	29.39 (46%)

(iii) For the purposes of subclauses (c)(i) and (c)(ii) of this clause, the rates specified therein are to apply as follows:

RATES 1 and 3 apply to motor vehicles generally recognised as having an engine capacity of 2:0 litres or more and include rotary engines.

RATES 2 and 4 apply to motor vehicles generally recognised as having an engine capacity of less than 2:0 litres.

(iv) The rates specified in subclauses (c)(i) and (c)(ii) of this clause, are not to be varied as a consequence of National Wage Case decisions. The rates are to be varied upon application subsequent to 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and Rate 3 variations for the first.

10,000 kilometres travelled are to be calculated in accordance with the formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subclauses (c)(i) and (c)(ii) of this clause, are to be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

(v) An employee is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer

concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.

- (vi) In addition the following allowances are to be paid to employees:
  - (1) Where authorised to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle approved by the employer concerned: \$9.90 per month
  - (2) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
  - (3) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
  - (4) Where authorised to use a motor cycle: 9.67 cents for each kilometre travelled on duty.
- (vii) Where an employee is required to provide a private motor vehicle in accordance with subclause (c)(i) of this clause, and the distance travelled on duty in any financial year does not exceed 4,000 kilometres, the employee is to be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4,000 kilometres.
- (viii) Where a part-time employee is eligible for any payment under subclause (c)(vii) of this clause, such allowance is to be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
- (ix) Unless otherwise directed by the employer, kilometres travelled on duty is to be the distance travelled from an employee's place of employment to their destination and return to their place of employment.
- (x) A kilometres travelled allowance in excess of or at variance with the rates set forth in subclauses (c)(i) and (c)(ii) of this clause, may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation

## **PART VI – WORKPLACE FLEXIBILITY**

### **1. WORKLOAD MANAGEMENT**

- (a) The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (b) The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, and extra resources) will be implemented.
- (c) An employee who believes they have been allocated duties that exceed those that can be reasonably performed in the time allocated for them to be undertaken should formally advise their manager. Where practicable to do so the employee should suggest how their allocated tasks can be prioritised.
- (d) A manager who has been advised in accordance with sub-clause (c) should respond promptly to the employee's concerns. Where the manager acknowledges the workload is excessive the response should include a plan to reduce the workload to a manageable level. If the manager does not accept that the workload is excessive the response should outline such reasons.
- (e) To minimise workload issues the employer is to make every effort to ensure vacancies are filled within three months. If it appears likely this period will be exceeded supervisors and/or managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to (a) and (b) above.
- (f) In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled supervisors and managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to (a) and (b) above.

### **2. WORK-LIFE BALANCE**

- (a) Flexible working arrangements assist employees to balance work and non-work commitments. The adoption or extension of work-life balance arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- (b) Without limiting the kind of arrangements that may be suitable in any individual instance, work-life balance arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- (c) In considering an employee's request for flexible work arrangements, the employer is to take into account the employee's family and other relevant commitments.
- (d) Such requests are to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees are to be given the reasons if requests for flexible working arrangements are not approved.



### **3. WORKPLACE FLEXIBILITY ARRANGEMENTS**

- (a) Workplace Flexibility Arrangements
- (i) An individual employee, or group of employees, and a Head of Agency (or delegate) may agree to vary the application of certain terms of the Tasmanian Ambulance Service Award or any Agreement having application to employees covered by this Agreement to meet the genuine needs of individual employee/s and/or an Agency's business requirements.
  - (ii) An employer and employee, or group of employees, may enter into an arrangement that allows for ordinary hours to be performed at any time without the payment of overtime or penalty allowances that would otherwise apply.
  - (iii) In any negotiations concerning an alteration of the hours of work or the spread of hours the employer and the employee are to consider the following matters:
    - (1) The maximum efficiency of the operation of the Agency;
    - (2) The retention of normal productivity levels within the Agency;
    - (3) Any flexibility in an agreement that enables part or full days to be taken off may include, but are not limited to Monday or Friday and may not be limited to the same recurring day or the week.
  - (iv) In utilising these provisions regarding hours of work the parties should consider all relevant issues such as:
    - (1) The span of hours;
    - (2) Maximum hours that can be worked in specified periods;
    - (3) The rate and applicability of overtime penalty rates;
    - (4) The provision of a rostered or accrued days off;
    - (5) Record keeping.
- (b) Entering and Terminating Workplace Flexibility Arrangements
- (i) Each individual employee and the Agency must genuinely reach agreement without coercion or duress.
  - (ii) The terms the employee/s and the Agency may agree to vary are those relating to:
    - (1) hours of work and arrangements for when work is performed;
    - (2) overtime rates;
    - (3) shift penalty rates;
    - (4) allowances;
    - (5) availability and recall provisions; and
    - (6) substituting another day for holiday with pay.
  - (iii) The agreement may be terminated:
    - (1) by the employee/s or the Agency by giving a minimum of fifty six (56) days' notice of termination, in writing, to the other party; or
    - (2) at any time, by written agreement between the Agency and the employee/s.

(c) Administration of Workplace Flexibility Arrangements

- (i) The agreement between the employee/s and the Agency is to:
- (1) be confined to vary only one or more of the terms listed in paragraph (ii) of subclause (b) of this clause;
  - (2) be in writing detailing the relevant award or agreement clause(s) that are proposed to be excluded or modified by the operation of the agreement and how the relevant award clauses(s) are to be applied;
  - (3) record with the name and signature of the employee/s and, if the employee is under 18 years of age, the employee's parent or guardian and Head of Agency or delegate;
  - (4) detail how the agreement does not disadvantage each individual employee in relation to the individual employee's overall terms and conditions of employment;
  - (5) state the date the agreement commences and the period for which it operates;
  - (6) state the date by which this arrangement is to be reviewed but in any case be no longer than two years from commencement;
  - (7) notwithstanding paragraph (5), the agreement is to continue in effect after that date of expiry unless withdrawn from by either party in writing.
- (ii) The Agency must provide a copy of the agreement to the following and retain a copy of the agreement in accordance with section 75 of the Industrial Relations Act 1984 on the individual's personal file:
- (1) the employee;
  - (2) Director, State Service Management Office; and
  - (3) A union with relevant industrial coverage.

(d) Union Participation in Negotiating a Workplace Flexibility Agreement

- (i) If an employee is a member of a union which has an interest in the relevant award pursuant to section 63(10) of the Industrial Relations Act 1984, the employee may choose to be represented by that union to meet and confer with the Agency about the implementation of a Workplace Flexibility Agreement.
- (ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of flexibility provisions under this clause.
- (iii) Union involvement does not mean that the consent of the union is required prior to the introduction of agreed flexibility arrangements.

## **PART VII – HOURS OF WORK AND OVERTIME**

### **1. HOURS OF WORK – DAY WORK**

The ordinary hours of work for day workers shall be an average of thirty-eight hours per week to be worked on the following basis: 152 hours within a period not exceeding 28 consecutive days.

The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.

The ordinary hours of work prescribed herein shall be worked in continuous periods of not more than 9 hours per day between the hours of 7.00 am and 7.00 pm, except for a meal break of not less than half an hour and not more than one (1) hour's duration on such days.

**PROVIDED ALWAYS** that no employee is to be required to work more than five hours without a meal break.

All day workers will accumulate 24 minutes for each day worked thereby accumulating 7.6 hours every four weeks worked. (19-Day Month)

The ordinary pay for day workers does not fluctuate each week despite the fact that day workers may work more hours in some weeks than in another. The ordinary pay for day workers remains constant for each week of the four weeks. Payment is based on the average working week of 38 hours. E.g.

Week	Hours Worked	Hours Paid
1	40	38
2	40	38
3	40	38
4	32	38
	152	152

(i) **Accrued Days Off (ADO)**

All day workers shall work a 19 day month with the 20<sup>th</sup> day being an ADO.

In the rostering of the 19 day month, the ADO will, where possible, be provided on a Monday or Friday.

In the event of an ADO falling due on a Public Holiday, the day worker shall be entitled to observe the ADO on the working day falling immediately after the Public Holiday.

Where there is mutual agreement between the day worker(s) and the employer, another day may be substituted as the ADO provided that such a day is taken prior to the advent of the next scheduled ADO. This will prevent the accumulation of ADO's.

In the event that a day worker is required to work on their ADO, then the day worker shall be entitled to an ADO on the next immediate working day or such other day as may be agreed between employer and the day worker provided that the ADO shall be taken prior to the advent of the next ADO arising from an entitlement under the next succeeding work cycle.

## **2. OVERTIME – DAY WORK**

The employer may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement provided that nothing in this clause bestows an entitlement to paid overtime for employees who do not have an entitlement to paid overtime.

An employee may refuse to work overtime in circumstances where it would result in the employee working hours which would be unreasonable having regard to:

- (i) any risk to the employee's health or safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the employer;
- (iv) the notice given (if any) by the employer of the overtime and by the employee of his or her intention to decline it; and
- (v) any other relevant matter.

No overtime shall be worked without the prior approval of the employer except in circumstances where an employee is involved in duties directly affecting patient care and prior approval is not possible.

For all time worked in excess of the ordinary hours of work, the following payments shall be made:

Monday to Sunday inclusive - time and one half for the first two hours and double time thereafter.

Public holidays - double time and one half.

Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid at ordinary rates. The employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

## **3. SHIFT WORK**

The ordinary hours of work shall be 38 per week in accordance with the following provisions:

- (i) employees attached to Urban Stations shall work a roster system of four days on duty followed by four days off duty, provided that the rostered average weekly hours do not exceed 40 ordinary hours plus two extra duty hours;
- (ii) employees at Rural Stations shall work a roster system of four days on duty followed by four days off duty in shifts of 11 hours 25 minutes duration.
- (iii) employees within the State Communications Centre will work a roster of four days on, followed by four days off, provided that the average working hours does not exceed 40 per week for full time staff. The roster will have predominantly approximately 12 hour shifts for day and night duty.
- (iv) 10 hour break

The minimum duration of time between successive rostered shifts shall be 10 hours (excluding overtime).

(a) Accumulation of Hours

All full time shift workers shall accrue 2 hours per week for every week worked. This time shall accrue and be taken in the form of Accrued Days Off (ADO's).

Accrued Days Off means the day off in each cycle.

(i) For the purposes of this provision, "ADO leave block" means an approved period of absence encompassing a single day or multiple days, subject to the operational requirements of the employer.

Where ADO leave blocks are rostered, industrial provisions continue to apply to roster changes.

The time worked towards the ADOs shall accrue as time off for time worked as described in Appendix 1.

Accrued days off shall be paid at the employee's rate of pay at the time the leave block occurs.

Time accrued in excess of 96 hours each year shall be paid as a lump sum in the 26th pay of each year. Payment will be paid at the employee's rate of pay at the time of the payout.

On-call hours and overtime hours are not included in the calculation of accrued hours.

Work performed for the purpose of the accrual of ADOs do not attract overtime penalties.

Normal award and/or agreement conditions applying to stand-by, availability, and/or call back shall prevail to employees so rostered on an ADO leave block.

(ii) Long Service Leave

Whilst an officer is rostered for a period of long service leave, no accrual of ADO time shall occur.

(iii) Personal Leave

Periods of personal leave shall be debited from leave entitlements in the actual time taken ie a 10 hour day shift shall be debited as 10 hours thereby the normal accrual of time for the purposes of ADO's shall occur.

Personal leave on an ADO is likened to personal leave on a weekend or rostered day off. Thus the employee is not granted an ADO in lieu.

(iv) Other Statutory Leave Entitlements (Jury Service, Special Leave etc.)

Days of paid absence on statutory leave shall count towards ADO's.

(v) Workers Compensation

Periods of Workers compensation leave shall be treated as normal time worked and will accrue towards time off.

**PROVIDED** that where an officer is unable to take rostered ADO's the time accrued shall be paid as an allowance in the 26th pay of each year.

(vi) Training

All staff in training must work 40 hours during training weeks to be able to accrue 2 hours towards accrued days off.

To achieve this all staff involved in training must wear uniform and be available to carry out other functions to make their time up to 40 hours.

To ensure 40 hours are covered (which includes travel time to return to their region) people in training may be required to:-

Work on-road in an operational capacity in Hobart, or wherever training is occurring (this may release rostered staff to perform other duties or access time credits).

Carry out other training commitments within the regional training unit.

Alternately people in training maybe offered access to Time Credits for approved non paid activities they have previously undertaken.

Staff in Training who would prefer to finish training days early or commence late may seek approval to vary their time credit balances.

(vi) Part Time Employees

Part time employees shall not be entitled to accrue time.

(vii) Leave without pay

No accrual of time shall occur during periods of leave without pay.

(viii) Resignation/Termination

Any hours accrued by an officer shall be paid at the substantive rate of the officer as at the first pay period of the financial year on resignation or termination.

(ix) Maternity Leave

No additional time off is accrued during the period of absence on maternity leave.

(b) Rosters

(i) The roster shall be in accordance with the provisions of this clause. . The roster shall show location and time of commencing duty, time of ending duty, rostered days off, and the period of 'on call' for a period of 56 days in advance and made available to all rostered staff. Any roster will be provided to a party to this Agreement upon request.

(ii) Once an employee is notified to work a particular sequence of the roster, changes from this sequence will be permitted with 56 days' notice, or for movements to and from training, leave and remote and rural stations, to

achieve an appropriate skill mix, to facilitate mentoring or in the event of sickness, other short term unplanned absence or other pressing contingencies.

- (iii) In the event that a change to an employee's sequence is proposed, such change shall be discussed with the employee/s concerned prior to the change being made. Wherever possible a genuine attempt to reach mutual agreement on the detail of any change should be made.
- (iv) Changes to an employee's sequence can only occur after an employee completes their rostered days off. That is, the maximum number of shifts that can be rostered in a row cannot exceed 4 shifts\*.
  - (1) The minimum rostered days off shall be equal to the preceding days rostered on\*.
  - (2) In all other cases, the minimum consecutive rostered days off must be at least 2 consecutive days.

\* Excludes where rostered for day work Mon-Fri, where a minimum of two days off shall precede and follow such an allocation.

(c) Shift Penalties – Casual Employees

A shift penalty of 9% shall apply to all shifts worked during Monday to Friday.

Where the major portion of a shift falls on a Saturday, the employee shall be paid at the rate of time and one half of the employee's base salary rate. Where the major portion of a shift falls on a Sunday, the employee shall be paid at the rate of double time.

(d) Overtime

The employer may require any employee to work reasonable overtime at overtime rates and such employee will work such overtime in accordance with that requirement. All time worked by a shift worker outside of rostered ordinary hours shall be paid at the rate of double time.

No overtime shall be worked without the prior approval of the employer except in circumstances where an employee is involved in duties directly affecting patient care and prior approval is not possible.

PROVIDED that overtime shall not commence to accrue until 10 minutes after the completion of an employee's hours of duty where a change of shift involves a hand-over requirement.

Overtime shall be calculated to the nearest one quarter of one hour. In calculation of overtime, each day's work shall stand alone. Whenever the finishing time of an employee required to work overtime is such that there is no public transport (excluding taxis) available, transport shall be provided for him by the employer within half an hour of such finishing time.

An employee may refuse to work overtime in circumstances where it would result in the employee working hours which would be unreasonable having regard to;

- (i) any risk to the employee's health or safety;
- (ii) the employee's personal circumstances including any family responsibilities;

- (iii) the needs of the employer;
- (iv) the notice given (if any) by the employer of the overtime and by the employee of his or her intention to decline it; and
- (v) any other relevant matter.

(e) Flexible Work practices – Time Credit

- (i) Employees who work a shift work roster will, where possible, have access to Time Credit arrangements. These arrangements provide eligible staff who work overtime with the option of allocating those hours to a Time Credit Bank to be utilised at a later date in lieu of an overtime payment.
- (ii) Time Credit arrangements are accessible on the basis that they are cost neutral for Ambulance Tasmania and therefore must not result in payment of additional allowances.
- (iii) Time Credit will be managed in accordance with the following principles:
  - (1) The services of employees are used as effectively, efficiently and economically as is practicable
  - (2) Service delivery requirements are the primary focus for determining appropriate patterns of work
  - (3) The needs and preferences of employees are reasonably accommodated where practicable
  - (4) Time Credit records are maintained for each employee
  - (5) The maximum number of hours that can be accrued is 48 hours or pro rata if part time
  - (6) Hours accrued as Time Credit are banked on the basis of time for time
  - (7) Time Credit cannot be converted to recreation leave
  - (8) Accessing Time Credit must not result in a negative Time Credit Balance
  - (9) Where an employee transfers to another region, their Time Credit Bank will be paid out at the time of transfer
- (iv) This provision will be supported by the Flexible Work Practices -Time Credit Procedure.

(f) Work on Saturdays and Sundays

In calculation of the 'rostered weekly hours factor' (as defined) of the composite wage, where the major portion of a shift falls on a Saturday the rate applicable will be time and one half. Where the major portion of a shift falls on a Sunday the rate applicable will be double time.

(g) Exchange of Shifts

Employees who, for their personal convenience, desire to change from their allotted shifts, or portion thereof, will be permitted to do so provided that the consent of the employer has been obtained.



The employee approved by the delegated authority to perform the exchanged shifts is responsible for that duty in accordance with the conditions of this award. Notification of exchange of shifts is required to be given to the employer 48 hours prior to the shift commencing.

(h) Rest Breaks

- (i) Where practical, all shift work employees will have access to two ten-minute rest breaks each shift, counted as time worked.
- (ii) Employees will have the ability to take their rest breaks at a convenient time during the shift.
- (iii) Rest breaks will always be taken so as not to interfere with the continuity of work where continuity is necessary.
- (iv) The employer will not be required to direct or administer the taking of rest breaks.

(i) Overtime While on Recreation Leave or Accrued Days Off

- (i) Shift Work employees who are on recreation leave or accrued days off may be offered overtime whilst on leave only after all other reasonable avenues of shift cover have been explored in accordance with Ambulance Tasmania policy.
- (ii) Where all other reasonable avenues have been explored the Regional Manager may authorise an employee who is on recreation leave or accrued days off to work an overtime shift. Payment for such shifts will be at normal overtime rates and will not result in the re-crediting of recreation leave or accrued days off.

**Provided** that this provision is applicable to Recreation Leave and accrued days off only and does not apply to other forms of approved leave such as Leave without Pay, Long Service Leave or the leave component of SSALS. Overtime cannot be offered to employees who are on the aforementioned forms of leave.

(j) Shift Workers' Attendance at Meetings

- (i) The conditions outlined in Appendix 2 are to apply when a shift worker is required by Ambulance Tasmania to undertake one of the activities contained in that Appendix.
- (ii) Activities not listed with Appendix 2 may be approved by the Chief Executive.

#### **4. REST PERIOD AFTER OVERTIME**

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least nine consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there is not at least nine consecutive hours off duty between those times, shall be released after completion of such overtime until the employee has had nine consecutive hours off duty without the loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, or his or her delegate, an employee resumes or continues work without having had nine consecutive hours off duty, such employee shall be paid at the appropriate overtime rate until released from duty for such period, and shall be entitled to be absent for nine consecutive hours off duty without the loss of pay for ordinary working time occurring during such absence.

The provisions of this clause shall not apply to employees who are rostered for on call duty.

## **5. AVAILABILITY (ON CALL) ALLOWANCE**

- (a) For the purposes of this clause:
  - (i) Time reasonably spent in travelling to and from work is to be regarded as time worked.
  - (ii) An employee is required to maintain a record in the form of a time-sheet for all time worked.
- (b) Availability
  - (i) The employer may require an employee, by way of a roster or direction, to be available to resume duty and the employee is required to remain:
    - a. Fit for duty; and
    - b. Readily contactable while so rostered or directed; and
    - c. Able to resume duty.
  - (ii) An employee required to be available is to be paid \$5.15 per hour for each hour the employee is required to be available.
  - (iii) An employee required to return to the workplace to resume duty is to be remunerated in accordance with the Recall provisions of this clause.
  - (iv) At Regional and Urban stations on call may only be rostered to provide coverage as back up to rostered duty staff.
  - (v) During the on call period an employee must be immediately contactable by AT in order to facilitate the timely and efficient provision of pre-hospital and emergency care as required and within acceptable response times.
  - (vi) An acceptable turnout time will be determined by policy.
- (c) Recall

Except where otherwise specifically provided an employee recalled to work after leaving the ambulance station (whether notified before or after leaving such premises) shall be paid at overtime rates for the actual period or periods of duty - with a minimum payment of three hours per call for the time so worked, provided that three hours has elapsed from the commencement of the previous call.
- (d) Disturbance Allowance
  - (i) An employee classified at Manager - Level I or above who is required to undertake duties without returning to the workplace will be entitled to payment of the Disturbance Allowance at the appropriate overtime rate for a minimum payment of one hour.

- (ii) Any further requirements to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement in accordance with sub-clause (i) of this clause, for which a minimum payment is to be made, does not attract any additional payment until the time actually worked exceeds one hour.
- (iii) An employee other than an employee classified at Manager Level I or above who is rostered to be on call and who is required by a Manager to perform duties during the on call period where such duties do not constitute a call back will be entitled to payment of Disturbance Allowance in accordance with (i) and (ii) above.

(e) Breaks

- (i) Where an employee is rostered on call, the employee must have a period of 9 hours, without receiving a recall or disturbance, between shifts on consecutive days.
- (ii) The 9 hour period can accumulate across the period of on call and is not required to be continuous.
- (iii) If an employee is recalled to work for more than 6 hours of the on call period, the employee must receive a 9 hour break from the end of the last recall or disturbance without loss of pay for ordinary working time occurring during the break.

## **PART VIII – LEAVE AND HOLIDAYS WITH PAY**

### **1. RECREATION LEAVE**

(a) Period of Leave

(i) Employees other than those who receive a 20 per cent loading in lieu of annual recreation leave, personal leave and holidays with pay are to be allowed annually 152 hours leave in the case of employees working 38 hours per week. Recreation leave for an employee working 38 hours per week accrues at the rate of 5.85 hours of recreation leave for each fortnight worked.

(ii) Shiftworkers

(1) In addition to the leave prescribed in paragraph (a)(i) of this clause shiftworkers (as defined) are to be allowed 38 hours leave to be taken in seven consecutive days including non-working days. Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that employee is entitled to have the period of annual recreation leave prescribed in paragraph (a)(i) of this clause increased by 7.6 hours for each two months the employee is continuously engaged.

(iii) Part-time Employees

Part-time employees (excluding employees who receive the 20 per cent loading in lieu of annual recreation leave, personal leave and holidays with pay) are entitled to annual recreation leave based on the number of ordinary hours worked in the leave year.

The leave entitlement is to be calculated as follows:

$$\text{part-time hours} \div \text{full-time hours} \times \text{full-time leave}$$

'Part-time hours' means the hours worked by the employee in the relevant leave year (including any periods of paid leave).

'Full-time hours' means 1976 hours in the relevant leave year.

'Full-time leave entitlement' means 152 hours (for day workers).

(b) Holidays with Pay (Recreation Leave Exclusive of)

A shift worker shall have added to their period of annual leave one day for each statutory holiday (viz. Christmas Day, Boxing Day, New Year's Day, Australia day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day in the relevant locality, Recreation Day (where Hobart Regatta Day is not observed); irrespective of whether or not such holiday is observed on a day which for that employee, would have been a rostered day off. This shall not apply to a statutory holiday which is observed on a Saturday or Sunday.

(c) Broken Leave

Leave allowed under the provisions of this clause is to be given and taken in not more than two separate periods unless the Head of Agency and the employee otherwise agree.

(d) Management of Recreation Leave

(i) The Head of Agency (or delegate) is to make such arrangements as are practicable to allow each employee in an Agency leave of absence annually for

recreation and may, where necessary, cause a roster to be prepared at the commencement of each year allowing recreation leave to the employees in an Agency in respect of that year.

- (ii) Notwithstanding (i), Recreation Leave will be taken at a time or times mutually agreed between the employer and employee.
  - (iii) The arrangement agreed to between the employee and the employer for the taking of recreation leave must be adhered to.
- (e) Excessive Accrual of Recreation Leave
- (i) An Employee has an excessive recreation leave accrual if the employee has accrued more than 304 hours (8 weeks) (pro rata) recreation leave; or
  - (ii) A shiftworker who is entitled to an additional 38 hours (1 week) of recreation leave under clause (a)(ii), has an excessive recreation leave accrual if they have accrued more than 380 hours (10 weeks) recreation leave.
  - (iii) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (f) The Head of Agency can Direct that Recreation Leave be Taken
- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the Head of Agency may give a written direction to the employee to take one or more periods of recreation leave.
  - (ii) However, a direction by the Head of Agency under subclause (f)(i) must not:
    - (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
    - (2) require the employee to take any period of recreation leave of less than 1 week;
    - (3) require the employee to take any period of recreation leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
    - (4) be inconsistent with any recreation leave agreement agreed by the employer and employee.
  - (iii) An employee to whom a direction has been given may make a request to take recreation leave as if the direction had not been given. Such request is not to be unreasonably refused.
  - (iv) If recreation leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued recreation leave being less than 6 weeks, the direction will cease to have effect.
  - (v) An employee must take paid recreation leave in accordance with a direction complying with this clause.
- (g) The Employee can Direct that Recreation Leave be Taken
- (i) Where an employee has an excessive leave accrual, and genuine agreement has not been reached to reduce the excessive leave accrual, the employee may give written notice to the Head of Agency to take one or more periods of recreation leave.
  - (ii) The employee may only give notice under subclause (g)(i) where:

- (1) The employee has had an excessive leave accrual for more than 6 months at the time of giving notice; and
  - (2) The employee has not been given a direction under subclause (f)(i).
- (iii) A notice given by an employee under subclause (g)(i) must not:
- (1) result in the employee's remaining accrued recreation leave being less than 6 weeks;
  - (2) Provide for the employee to take any period of recreation leave of less than 1 week;
  - (3) Provide for the employee to take any period of recreation leave beginning less than 8 weeks or more than 12 months after the notice is given'
  - (4) Be inconsistent with any recreation leave agreement agreed by the employer and employee.
- (iv) The employer must grant paid recreation leave requested by a notice complying with this clause.
- (h) Cashing out of Recreation Leave
- (i) An employee and employer may agree for the employee to cash out a particular amount of their accrued recreation leave.
  - (ii) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than one (1) year's entitlement.
  - (iii) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee.
  - (iv) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now forgone.
  - (v) The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out.
- (i) Payment for Period of Leave
- Employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked if not on leave during the relevant period if so requested.
- In the case of shift workers, payment shall be at the appropriate hourly rate multiplied by the rostered weekly hours factor for the period of leave taken.
- Payment for leave shall exclude the payment of extra duty hours.
- (j) Recreation leave may be taken for a single day
- (k) Proportionate Leave on Ending Service
- If after one month of continuous service in any qualifying 12 month period an employee lawfully leaves their employment or their employment is terminated by the employer through no fault of the employee, the employee is to be paid at that employee's ordinary rate of wages as follows:
- (i) Day Worker – thirteen and one-third hours for each completed month of continuous service

- (ii) Shift Worker – sixteen and two-third hours for each completed month on continuous service in addition such entitlements established under the provisions of subclause (i) hereof;
- (iii) Part-time Employees not attracting a 20 per cent loading:
  - (1) Shift Worker – 9.6 percent of normal hours worked in each completed month of continuous service in addition to such entitlements under the provisions of subclause (i).
  - (2) Day Worker – 7.7 percent of the normal hours worked in each completed month of continuous service.

Service is deemed to be continuous if the employee was engaged as a part-time employee during the relevant period.

(l) Calculation of Continuous Service

For the purpose of this clause, service is deemed to be continuous notwithstanding any absence from work on account of any approved leave with pay. In calculating the period of 12 months continuous service, leave without pay is not to be calculated as continuous service after a cumulative period of 91 calendar days in any 12 month period.

(m) Employer Instigated Cancellation of Leave by the Head of Agency

- (i) Where the Head of Agency cancels approved annual recreation leave (whether agreed or otherwise by the employee, and irrespective of when such cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual recreation leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee is entitled to recover such otherwise unrecoverable costs from the employer.

**PROVIDED** that such claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.

**PROVIDED FURTHER** that the employer is only liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

- (ii) An employee who, during a period of annual recreation leave, responds to an employer instigated request to return to work during such a period of annual recreation leave is entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual recreation leave. Such costs are deemed to be those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the resumption of annual recreation leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to the circumstances of the claim.

- (iii) An employee, on returning to work in response to an employer instigated request, is to be recredited with one day's annual recreation leave for each day or part thereof the employee is deemed to be at work. The employee is entitled to observe such additional recredited day or days in addition to that unused

portion of approved annual recreation leave (which the employee would have observed but for the interruption occasioned by their return to work) immediately upon the expiration of the period of duty for which the employer recalled the employee.

**PROVIDED** that an employee may elect to take the balance of unused leave and recredited days at a later date.

(n) Personal Leave Requirements During Recreation Leave

- (i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
- (ii) Where, in accordance with subclause (m)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
- (iii) An application made under subclause (m)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

## **2. RECREATION LEAVE LOADING**

During a period of annual recreation leave an employee is to be paid a loading by way of additional salary, calculated at the rate of salary prescribed for the relevant classification in Part II – Classifications, Salaries and Related Matters, Clause 4 - Salaries of this award, as follows:

(a) Day Worker

- (i) A day worker (excluding employees who receive the 20% loading in lieu of Annual Recreation Leave, Personal Leave and Holidays with Pay) who proceeds on Annual Recreation Leave for a period of 10 or more days is to be paid a loading of 17.5% of the employees normal salary, including any higher and more responsible duties allowance payable to the employee concerned.
- (ii) Recreation leave loading is to be calculated at the salary rate applicable to the employee concerned on the day of annual recreation leave accrual in the year in which the annual recreation leave is accrued.
- (iii) In no case where the loading is calculated on the basis of 17.5% of normal salary is it to exceed the loading that would be payable in respect of the classification of Clinical Support Officer Level 1, on and from the employees anniversary date, in respect of all annual recreation leave accrued during the previous 12 months.
- (iv) Recreation leave loading shall not apply to proportionate annual recreation leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary reasons.
- (v) Recreation leave loading shall not be cumulative. Any balance of such loading due to an employee at the expiration of a period of one year following the date upon which the annual recreation leave was credited is to be paid to such



employee as soon as is practicable after the date of the expiration of such period.

(b) Shift Worker

An employee who, but for the period of annual recreation leave, would have worked shift work, is to receive a loading calculated at the rate of 17.5 per cent of the employee's base salary including any higher and more responsible duties allowance.

**PROVIDED** that an employee who would have received shift payments had the employee not been on annual recreation leave during the relevant period, and where such shift payments would have entitled to the employee a greater monetary amount than a loading of 17.5 per cent of the employee's base salary, the employee's annual recreation leave loading is to be calculated as an amount equivalent to the shift payment the employee would have received in accordance with their projected shift roster.

**PROVIDED FURTHER** that such allowance shall:

- (i) be calculated on the basis of a maximum period in any one leave year as follows:
  - (1) in the case of a shift worker a period of five weeks annual recreation leave; and
  - (2) in all other cases a period of four weeks annual recreation leave.where, in the case of a shift worker, more than five weeks annual recreation leave accrues per annum the excess above five weeks be paid only as per projected shift roster;
- (ii) in no case where the loading is calculated on the basis of 17.5 per cent of base salary, is it to exceed the loading which would be payable in respect of the classification of Clinical Support Officer Level 1 of this award, on and from the employee's anniversary date, in respect of all annual recreation leave accrued during the previous 12 months;
- (iii) not apply to proportionate annual recreation leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason;
- (iv) be calculated in the case of:
  - (1) a shift worker, where the loading is calculated as to projected shift roster, at the salary rate applicable to the employee concerned as at the date of commencement of annual recreation leave; or
  - (2) a shift worker, where the loading is calculated at 17.5 per cent of the employee's base salary, at the salary rate applicable to the employee concerned on the day of annual recreation leave accrual in the year in which the annual recreation leave is credited.
- (v) not be cumulative. Any balance of such loading due to an employee at the expiration of a period of one year following the date upon which the annual recreation leave was credited is to be paid to such employee as soon as is practicable after the date of the expiration of such period.

### **3. PERSONAL LEAVE**

The provisions of subclauses (a) to (m) and (o) apply to permanent and fixed-term employees but do not apply to casuals, unless otherwise specified. The entitlements of casual employees are set out in subclause (n).

#### (a) Definitions

- (i) **'Health Practitioner'** means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of Australia.
- (ii) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (iii) **'Immediate family'** subject to subclause (c), in respect of an employee includes:
  - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

    - (A) have a relationship as a couple; and
    - (B) are not married to one another or related by family.
  - (2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.
- (iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.
- (v) **'Personal Leave'** means leave provided for:
  - (1) personal illness or injury; or
  - (2) to provide care or support for to a member of the employee's immediate family or household who is ill or injured; or
  - (3) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- (vi) **'Statutory Declaration'** means a declaration made in writing according to the requirements of the *Oaths Act 2001* (Tas). It is an offence under section 113 of the *Criminal Code*, as contained in Schedule 1 of the *Criminal Code Act 1924* (Tas), to make a false statement in a Statutory Declaration.

#### (b) Amount of Personal Leave

- (i) Personal leave is available to an employee, when the employee is absent:

- (1) due to a personal illness or injury; or
  - (2) to provide care or support for a member of the employee's immediate family or household who is ill or injured; or
  - (3) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care or support or who requires care due to an unexpected emergency; or
- (ii) Personal leave accrues according to length of service. Part time employees are entitled to the same personal leave credits as a full time employee but on a pro-rata basis according to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
  - (iii) An employee is entitled to a maximum accrual of 152 hours in each personal leave year except as prescribed in subclause (d) of this clause. In the first year of service an employee is entitled to a maximum of 12 hours and 40 minutes for each completed month of service.
  - (iv) An employee is entitled to leave on full pay (excluding shift or weekend allowances, overtime or penalties).
  - (v) Personal leave may be taken for part of a single day.
- (c) Aboriginal Family Relationships
- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (a).
  - (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
  - (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
  - (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (c)(iii) may be different for individual employees.
  - (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (n).
- (d) Accumulation of personal leave
- If the full period of personal leave as prescribed in subclause (b) (iii) of this clause is not taken in any personal leave year, the proportion that is not taken is cumulative from year to year without limitation.
- (e) The effect of workers compensation
- An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.
- (f) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(g) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 76 hours personal leave or 10 full rostered shifts of any duration (whichever is greater in terms of hours worked), including accrued personal leave, each year to provide care or support for a member of their immediate family or household who is ill or injured or to provide care or support to a member of their immediate family or household due to an unexpected emergency, subject to the conditions set out in this clause.

(h) Sole Person Accessing Leave

In normal circumstances an employee is not to take leave to provide care or support at the same time as another person who has taken leave to care or support for the same person.

(i) Employee Must Give Notice

An employee is required to provide notice in writing for leave to be approved.

(i) As far as practicable an employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence.

The employee is to state:

- (1) the nature of the injury or illness and;
- (2) the estimated duration of the absence.

(ii) As far as practicable an employee taking personal leave to provide care or support for a member of their immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency is to provide the employer with:

- (1) notice prior to the absence of the intention to take leave; and
- (2) the name of the person requiring care and their relationship to the employee; and
- (3) the reasons for taking such leave; and
- (4) the estimated length of absence.

(iii) If it is not practicable for the employee to give prior notice of the absence, the employee is to notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(j) Evidence Supporting Claim

When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.

(i) The evidence the employee is required to provide is:

- (1) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;
  - (2) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured; and that such illness or injury requires care or support by the employee;
  - (3) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;
- (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3), a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.
- (iii) An employee may take in aggregate up to 38 hours of personal leave in any personal leave year without being required to provide evidence in support of their application except where an absence is for 3 or more consecutive days, in which case the requirements of sub-clauses (ii) and (iii) apply.
- (iv) Other than an application for personal leave under sub-clause (iii), an application for personal leave that is not supported by the evidence required under subclause (i) and (ii) will not be accepted.

(k) Calculation of Personal Leave Year

- (i) A personal leave year for the purposes of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
- (ii) For any period of leave without pay, including personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(l) Verification of Illness

- (i) If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.

- (ii) A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.
- (iii) After considering the employee's response, the employer may:
  - (1) accept the employee's response as verifying the application; or
  - (2) counsel the employee regarding future applications; or
  - (3) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of (j)(i) (i.e. cannot be replaced by a Statutory Declaration); or
  - (4) direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and place and with reasonable notice, for an assessment of the basis for the employee's application for leave.
- (iv) If the employee is aggrieved at the decision taken by the employer in sub-clause (iii) they may raise a grievance through the Part XI Clause 3 – Grievance and Dispute Settling Procedure.

(m) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care and support to a member of the employee's immediate family or household due to an unexpected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (i) and (j) are met.

(n) Casual Employees

Subject to the evidentiary and notice requirements in subclauses (i) and (j) casual employees are entitled to not be available to attend work, or to leave work if they need to provide care or support to a member of the employee's immediate family or a member of the employee's household who is sick and requires care or support because of a personal illness or injury affecting the member, or who requires care due to an unexpected emergency.

#### **4. COMPASSIONATE AND BEREAVEMENT LEAVE**

(a) Purpose

- (i) **'Compassionate Leave'** is an entitlement to paid leave available for an employee when a member of the employee's immediate family or household has a life threatening illness or injury and for whom the employee is providing care or support.
- (ii) **'Bereavement Leave'** is an entitlement to paid leave available for an employee to allow that employee to grieve and to attend to funeral and other arrangements due to a death, in the following circumstances:
  - (1) when a member of the employee's immediate family or household dies; or

- (2) when a baby in the employee's immediate family or household is stillborn; or
- (3) where an employee or their spouse experiences a miscarriage.

(b) Definitions

- (i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.
- (ii) **'Immediate family'** subject to subclause (d), in respect of an employee includes a:
  - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.  
 A significant relationship is a relationship between two adult persons who:
    - (A) have a relationship as a couple; and
    - (B) are not married to one another or related by family.
  - (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
  - (3) The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (b)(i) and (ii) and therefore would consider an application for compassionate and/or bereavement leave in those circumstances. The amount of any compassionate and/or bereavement leave under this sub-clause is at the discretion of the employer.
- (iii) 'Personal Leave Year' is as specified in Part VIII Clause 3(k) of this Award.
- (iv) For the purpose of this clause, miscarriage means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks.
- (v) For the purpose of this clause a stillborn child is a child:
  - (1) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
  - (2) who has not breathed since delivery; and
  - (3) whose heart has not beaten since delivery.

(c) Entitlement

- (i) An employee is entitled to compassionate and bereavement leave of up to 10 days paid leave per personal leave year, on each occasion as specified in subclause (a)(i) and (ii) of this Part.
- (ii) Where an employee has had compassionate leave to provide care or support to a particular member of the employee's immediate family or household and that person then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.
- (iii) Paid compassionate or bereavement leave in addition to sub-clauses (c)(i) and (ii) is available at the discretion of the employer.
- (iv) Compassionate and bereavement leave is paid at the normal salary rate, as defined.

- (v) Compassionate and bereavement leave may be taken in more than one period. Bereavement leave must be taken within three months of the death of the person or pregnancy loss, however compassionate leave is only to be taken at times directly related to providing care or support to the person suffering a life threatening illness or injury.
  - (vi) The entitlement of fixed-term casual employees is set out in subclause (h).
- (d) Aboriginal Family Relationships
- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclauses (b).
  - (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
  - (iii) Without limitation, 'Aboriginal family' relationships may include immediate family, extended family, kinship and cultural community relationships.
  - (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (d)(iii) may be different for individual employees.
  - (v) The provisions of this subclause also apply to fixed-term casual employees and the entitlement provided pursuant to subclause (i) of this Part.
- (e) Relationship to Other Paid Leave
- (i) By written application to the employer, an employee who is absent on recreation leave who becomes entitled to compassionate or bereavement leave during that period of recreation leave, may be credited with an amount of recreation leave equivalent to the number of working days of compassionate or bereavement leave approved and taken during that period of recreation leave.
  - (ii) By written application to the employer, an employee who is absent on parental leave or surrogacy leave and who becomes entitled to compassionate or bereavement leave during that period of parental leave or surrogacy leave, may be taken to be on compassionate or bereavement leave for the approved period of compassionate or bereavement leave.
  - (iii) Compassionate and bereavement leave is not available while an employee is absent from work due to paid leave for a reason other than that specified in subclause (e)(i) or (ii).
- (f) Rostered Days Off
- This clause does not apply when an employee is absent from work due to a rostered day off.
- (g) Evidence Requirements
- An employee is to provide evidence that would satisfy a reasonable person to support an application for compassionate and/or bereavement leave according to this clause.
- (h) Unpaid Compassionate or Bereavement Leave
- An employee may take a period of unpaid compassionate and/or bereavement leave by agreement with the employer.



(i) Casual Employees

- (i) Subject to the evidence requirements in subclause (g) fixed-term casual employees are entitled to leave work or to not be available to attend work, for the purposes of this clause.
- (ii) The employer and the employee are to agree on the period for which the employee is to 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 five days per annum in the circumstances described in subclause (a)(i) and (ii) of this Part.
- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a fixed-term casual employee are otherwise not affected.

## **5. STATE SERVICE ACCUMULATED LEAVE SCHEME**

An employee is to be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in this clause.

The scheme is to be known as the State Service Accumulated Leave Scheme (SSALS).

(a) Summary of Scheme

The SSALS allows the employer to approve Plans under which participating employees will, by taking a reduction in normal salary (as defined below) for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

(b) Interpretation

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *State Service Act 2000* and, the *State Service Regulations 2001*

**'Accumulated leave'** means the period of time that is accumulated under the Plan as leave during a work period.

**'Leave period'** means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

**'Normal Salary'** means the salary that the employee would normally be paid if that employee was not participating in a SSALS Plan. This means the salary that is paid for hours worked according to the roster relevant for the role the employee normally undertakes, excluding Higher Duties and More Responsible Duties Allowances.

For example, the 'normal salary' for an employee whose usual roster is that prescribed by one of the three Rostered Weekly Hours Factors of Appendix 1 of this Award is the composite salary prescribed by that Factor.

Intermittent rotation to a roster that attracts a different Rostered Weekly Hours Factor as prescribed in Appendix 1 does not constitute 'normal salary' for the purposes of a SSALS Plan.

In the event an employee would be paid less while on leave than they have paid to participate in a SSALS plan a reconciliation will occur to ensure that payment for the leave taken is equivalent to the amount paid.

**'Operational requirements'** means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

**'Participating employee'** means an employee whose election to participate in a Plan has been approved by the employer.

**'Plan'** means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

**'Work period'** means the period specified in a Plan when an employee is at work.

(c) Plans

The SSALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% - The Four over Five Year Plan	One Year
Three Years	75% - The Three over Four Year Plan	One Year
Twenty Months	83.3% - The 20 over 24 Month Plan	Four Months
Eighteen Months	75% - The 18 over 24 Month Plan	Six Months
Forty Eight Weeks	92.3% - The 48 over 52 Week Plan	Four Weeks
Forty Weeks	76.9% - The 40 over 52 Week Plan	Twelve Weeks

(Other Plan) "A"	$\frac{A}{A+B} \times 100$ $A+B \times 1 = \dots\%.$ (to one decimal place)	(Other Plan) "B"
..... <i>Years</i> ..... <i>Months</i> ..... <i>Weeks</i>	Year The..... over..... Week Month Plan	..... <i>Year</i> ..... <i>Months</i> ..... <i>Weeks</i>

(d) Application of SSALS

- (i) The employer, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- (ii) The employer may make any Plan or Plans available to employees in that Agency or an employee or employees can request the employer that a Plan be made available to them.
- (iii) A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the plan.
- (iv) The Head of Agency determines:
  - (1) whether one or more Plans will be made available to all or only some of the employees;
  - (2) whether particular Plans will be made available to particular categories of employees;
  - (3) whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
  - (4) the selection arrangements where quotas are imposed; and
  - (5) the commencement date of any Plan.
- (v) Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.
- (vi) If the Head of Agency determines under subclause (d)(v) that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.

(e) How to Participate in SSALS

- (i) Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
- (ii) The Head of the Agency may accept or reject an election to participate made in accordance with subclause (e)(i).
- (iii) The Head of Agency will notify the employee in writing if the employee's election has been disapproved.

(iv) Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.

(v) An employee's election under subclause (e)(i) does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with Clause 6.4.

(vi) A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he or she considers such refusal to be reasonably required to meet the operational requirements of the Agency.

(f) Conditions and Administrative Arrangements

(i) Work Period to be completed prior to Period of Leave

The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

(ii) Suspension of Plan

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan.

In deciding to suspend a plan, either on application of the employee or otherwise, the Head of Agency will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

Where the total period of the Plan comprises five years or more (for example a four over five plan) the Plan may only be suspended with the agreement of the employee.

An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the Head of Agency's decision to suspend the plan otherwise than on the application of the employee.

(iii) Accumulated Leave

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency no later than twenty working days after the date of movement.

(iv) Payment during the Leave Period

During the leave period the participating employee will receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

(v) Salary Progression

Salary progression will accrue throughout the period of a Plan.

(vi) Superannuation

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

(vii) Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan. ("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

(viii) Voluntary Deductions from Pay

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Agency at the request of an employee will continue throughout the period of the Plan.

(ix) Administrative Records

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

(x) Recreation Leave

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at

the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

(xi) Personal Leave

Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with the Tasmanian State Service Regulations and any relevant Award provisions.

(xii) Parental Leave

Where a participating employee is absent on maternity leave or adoption leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that maternity or adoption leave. Salary arrangements established by the Plan apply during maternity or adoption leave.

(xiii) Other Leave

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

(xiv) Long Service Leave

Long service leave is provided for in the Long Service Leave (State Employees) Act 1994. Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

(xv) State Service Holidays (Public Holidays)

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

(xvi) Workers Compensation

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the Workers Rehabilitation and Compensation Act 1988, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

(xvii) Cessation of Employment

Where a participating employee ceases to be employed in the Tasmanian State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

## **6. PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to, paid parental leave for primary care givers and Secondary Caregivers, unpaid parental leave, special parental leave, Adoption Leave, and Grandparent Leave in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; under the age of one year except for:
  - (1) Any additional period of Paid Secondary Caregiver Leave accessed in accordance with subclause (f), where 'child' means up to 78 weeks of age; and
  - (2) The adoption of a child where 'child' is defined as a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of their spouse or a child who has previously lived continuously with the employee for a period of six months.
- (ii) **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.
- (iii) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:
  - (1) The day on which the employee first takes custody of the child for adoption; or
  - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:

- (1) on a regular and systematic basis for several periods of employment; or
  - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the birth or expected birth or placement or expected placement a reasonable expectation of ongoing employment on a regular and systematic basis.
- (v) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees.
  - (vi) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
  - (vii) **'Grandchild'** means a grandchild of the employee (including step-grandchild or adopted grandchild) under the age of one year except for:
    - (1) The adoption of a grandchild where 'grandchild' is defined as a grandchild of the employee under the age of sixteen years at the day of placement.
  - (viii) **'Grandparent Leave'** means parental leave for grandparents who assume the Primary Caregiver role for a grandchild.
  - (ix) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:
    - (1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
    - (2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and
    - (3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and
    - (4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.
  - (x) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.
 

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

    - (1) the average of the hours worked by the employee over the preceding 12 months or;
    - (2) the actual hours of work at the time of commencement of leave.
  - (xi) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.
  - (xii) **'Primary Caregiver'** means a person who assumes the principal role of providing care and attention to a child. The Primary Caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's Primary Caregiver on a particular day. The employer may require confirmation of Primary Caregiver status.



(xiii) **'Secondary Caregiver'** means a person who has parental responsibility for the child but is not the Primary Caregiver.

(xiv) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A 'significant relationship' is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
- (2) are not married to one another or related by family.

(xv) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*.

(b) Entitlement to Unpaid Parental Leave

(i) Subject to the provision of this clause, after 12 months continuous service an employee is entitled to up to 52 weeks unpaid parental leave in relation to the birth of a child of the employee, the employee's spouse or the employee's legal surrogate or the placement of a child with the employee; and the employee has or will have responsibility for the care of the child.

For birth parents, Paid Primary Caregiver Leave may be accessed in accordance with subclause (c) and for non-birth parents, Paid Secondary Caregiver Leave may be accessed in accordance with subclauses (e) and (f). Paid Adoption Leave may be accessed in the case of adoption in accordance with subclause (h) and paid Grandparent Leave may be accessed in accordance with subclause (i) by grandparents who assume primary caregiving responsibility for the child at the time of birth.

An employee's entitlement to 52 weeks unpaid parental leave is reduced by any amount of Paid Primary Caregiver Leave, Paid Secondary Caregiver Leave or Paid Adoption Leave which that employee accesses in accordance with subclauses (c), (e), (f) or (h).

(ii) Parental Leave is only available to one employee at a time in a single unbroken period, except both the primary care giver and secondary care giver are entitled to access simultaneous parental leave in the following circumstances:

- (1) for leave in relation to the birth of the employees' child, an unbroken period of eight weeks simultaneous leave.
- (2) for Adoption Leave, an unbroken period of up to eight weeks at the time of placement of the child.

(iii) Except where provided for otherwise in clause 2 of this part, and except for an additional period of Paid Secondary Caregiver parental leave accessed in accordance with subclauses (e)(i) and (h)(iii), paid parental leave commences from the date of birth or adoption of the child.

(iv) Parental leave may only be taken by an employee in a single unbroken period.

PROVIDED that an employee entitled to additional Paid Secondary Caregiver Leave in accordance with subclauses (f)(i) and (h)(iii) may access parental leave in up to two unbroken periods.

(v) Right to request extension to unpaid parental leave and simultaneous unpaid parental leave

- (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
    - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
    - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months to a maximum of 104 weeks;

to assist the employee in reconciling work and parental responsibilities
  - (2) The employer is to consider a request, according to this clause and 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.
  - (3) In the case of an Employee who is a member of a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
- (vi) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (ix) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.
- (c) Paid Primary Caregiver Leave
- (i) After 12 months continuous service an eligible employee who will be the Primary Caregiver at the time of birth of their child, will be entitled to 18 weeks Paid Primary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Primary Caregiver Leave accessed by that employee in accordance with this subclause.
  - (ii) The 18 weeks Paid Primary Caregiver Leave is to be taken at the commencement of the period of parental leave and must be taken in a consecutive period, except in circumstances provided for in Part VIII, Clause 4(e)(ii).
  - (iii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee who is pregnant may commence Paid Primary Caregiver Leave as the Primary Caregiver in accordance with this subclause at any time within six weeks immediately prior to the expected date of birth. In all other cases, paid parental leave for the Primary Caregiver accessed under this subclause commences on the day of birth.
  - (iv) An employee who is pregnant and who continues to work within the six-week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child, is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
  - (v) Only one employee can receive paid parental leave entitlements as the Primary Caregiver in respect of the birth of their child. An employee cannot receive Primary Caregiver Leave entitlements if:

- (1) their spouse is, or will be, the Primary Caregiver at the time of the birth of their child, or
  - (2) their spouse has received, or will receive, paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer; or
  - (3) that employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their child.
- (vi) The rate of pay for an employee during the period of the Paid Primary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (vii) The employee may elect to take payment for the paid period of the absence,
- prior to the commencement of the leave or;
  - over 18 consecutive weeks at a full rate pay or;
  - over 36 consecutive weeks at half rate of pay
- (vii) Where an employee elects to take half pay over 36 weeks, the payment beyond the 18 weeks does not increase the accrual of paid leave entitlements prescribed by this award.
- (d) Special Parental Leave
- (i) An employee who is pregnant and who has not yet commenced parental leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
  - (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of paid parental leave the aggregate of paid personal leave, special parental leave and parental leave taken by an employee is not to exceed 52 weeks.
  - (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 18 weeks paid special parental leave, certified as necessary by a registered medical practitioner.
  - (iv) Special parental leave is in addition to compassionate and bereavement leave.
- (e) Paid Secondary Caregiver Leave
- (i) After 12 months continuous service an eligible employee who will be the Secondary Caregiver at the time of birth of their child, is entitled to 4 weeks Paid Secondary Caregiver Leave. An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause. The 4 weeks Paid Secondary Caregiver Leave is to be taken at the time of the birth, except in circumstances provided for in Part VIII, Clause 4(e)(ii).
  - (ii) An employee will also be entitled to access a further 2 weeks of accrued leave entitlements (Recreation or Long Service Leave) or as Leave Without Pay.

- (iii) Only one parent can receive Secondary Caregiver Leave entitlements in respect to the birth of their child.
  - (iv) An employee cannot receive Secondary Caregiver Leave entitlements where the employee has received Primary Caregiver Leave entitlements in relation to their child.
  - (v) The rate of pay for an employee during the period of the Paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (f) Accessing Additional Paid Parental Leave for Secondary Caregivers who assume Primary Caregiving Responsibility
- (i) A Secondary Caregiver will be entitled to access up to an additional 12 weeks Paid Secondary Caregiver Leave within the first 78 weeks of the date of birth of the child, provided that:
    - (1) The employee assumes primary caregiving responsibility for their child for the duration of the additional period of Paid Secondary Caregiver Leave, by meeting their child's physical needs more than anyone else; and
    - (2) The employee's spouse is not concurrently receiving paid parental leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
    - (3) Where an employee who has commenced additional Paid Secondary Caregiver Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.
    - (4) An Employee cannot receive Secondary Caregiver Leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their child.
  - (ii) An employee's entitlement to unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of additional Paid Secondary Caregiver Leave accessed by that employee in accordance with this subclause.
  - (iii) The rate of pay for an employee during the additional period of Paid Secondary Caregiver Leave is the normal rate of pay, as defined in subclause (a)(x).
- (g) Notice and Evidence Requirements
- (i) The following notice and evidence requirements apply to periods of parental leave taken in relation to the birth of an employee's child, but do not apply to parental leave taken in relation to the adoption of a child or to Grandparent Leave. The notice and evidence requirements for parental leave in relation to the adoption of a child are provided in subclause (h), The notice and evidence requirements for Grandparent Leave are provided in subclause (i).
  - (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
    - (1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee or their spouse is pregnant;
    - (2) at least four weeks' notice of the date on which the employee proposes to commence parental leave and the period of leave to be taken and the

nature of caregiving responsibilities which the employee will assume for the period of leave sought (i.e. Primary or Secondary Caregiver);

- (3) particulars of any period of parental leave sought or taken by the employee's spouse;
  - (4) where the employee is proposing to access the additional 12 weeks Paid Secondary Caregiver Leave in accordance with subclause (f), written notice at least ten weeks in advance of the commencement of the additional period of leave confirming that the employee will assume primary caregiving responsibility for their child for the duration of the period of leave proposed;
- (iii) An employee is not in breach of this clause if failure to give the required notice is due to the birth occurring earlier than expected date of birth or other compelling circumstances.
- (h) Paid Adoption Leave for the Adoption of a Child
- (i) Paid Adoption Leave for Primary Caregivers
    - (1) After 12 months continuous service an employee identified as the Primary Caregiver at the time of adoption of their child is entitled to 18 weeks Paid Adoption Leave continuous from the day of placement
    - (2) An employee's entitlement to 52 weeks unpaid parental leave pursuant to subclause (b)(i) will be reduced by any amount of Paid Adoption Leave accessed by that employee in accordance with this subclause, except in circumstances provided for in Part VIII, Clause 4(e)(ii).
  - (ii) Paid Adoption Leave for Secondary Caregivers
    - (1) After 12 months continuous service, an employee who will be the Secondary Caregiver at the time of adoption of their child is entitled to 4 weeks Paid Adoption Leave continuous from the day of placement.
    - (2) The period of Paid Adoption Leave forms part of the 52-week unpaid parental leave entitlement provided in subclause (b)(i), except in circumstances provided for in Part VIII, Clause 4(e)(ii).
  - (iii) Additional Paid Adoption Leave for Secondary Caregivers
    - (1) A Secondary Caregiver will be entitled to access an additional 12 weeks Paid Adoption Leave within the first 78 weeks of the date of placement of their child, provided that:
      - (A) The employee assumes primary responsibility for the care of their child for the duration of the additional period of Paid Adoption Leave, by meeting their child's physical needs more than anyone else; and
      - (B) The employee's spouse is not concurrently receiving Paid Adoption Leave (in connection with a requirement to act as a Primary Caregiver), Primary Caregiver entitlements, or a similar entitlement, from their employer.
      - (C) Where an employee who has commenced additional Paid Adoption Leave under this subclause ceases to act as the Primary Caregiver for their child, the entitlement to additional paid leave under this clause will end.

- (2) Leave accessed in accordance with this subclause forms part of the employee's 52 week unpaid parental leave entitled provided in subclause (b)(i).
- (iv) The rate of pay for an employee during the period of the Paid Adoption Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) Notice and Evidence Requirements
  - (1) The notice and evidence requirements of this subclause apply in respect of all Paid Adoption Leave and unpaid parental leave sought in connection with an employee's adoption of a child.
  - (2) An employee is to notify the employer at least 10 weeks in advance of the date of commencement of parental leave for the adoption of a child and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.
  - (3) Before commencing parental leave for the adoption of a child, an employee is to provide the employer with a statutory declaration stating:
    - (A) the employee is seeking parental leave in connection with the adoption of a child; and
    - (B) whether the employee will act as the Primary or Secondary Caregiver for the period of Adoption Leave sought; and
  - (4) particulars of any period of Primary or Secondary Caregiver Adoption Leave sought or taken by the employee's partner.
  - (5) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
  - (6) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
  - (7) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available, paid leave, other than personal leave, may be taken instead.
- (vii) An employee is not entitled to parental leave for the adoption of a child unless the child that is, or is to be, placed with the employee for adoption:
  - (1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

- (2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
- (3) is not (otherwise than because of adoption) the child of the employee or the employee's spouse.

(i) Grandparent Leave

- (i) After 12 months continuous service, an employee who is or will be the Primary Caregiver at the time of the birth or adoption of their grandchild is entitled to 18 weeks paid Grandparent Leave which forms part of an entitlement to 52 weeks unpaid Grandparent Leave.
- (ii) To be eligible for paid and unpaid Grandparent Leave under this clause, the grandparent must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
- (iii) The period of leave commences at the time of birth or placement of the child and is to be taken in a continuous period.
- (iv) The rate of pay for an employee during the period of paid Grandparent Leave is the normal rate of pay, as defined in subclause (a)(x).
- (v) An employee is to provide at least 10 weeks written notice to the employer in advance of the expected date of commencement of Grandparent Leave.
- (vi) An application for Grandparent Leave must include:
  - (1) a statutory declaration from the employee confirming that they will assume primary caregiving responsibility for the child for the duration of the leave sought; and
  - (2) either:
    - (A) Where the leave is sought in relation to the birth of their grandchild, a certificate from a registered medical practitioner confirming the birth or the estimated date of delivery; or
    - (B) Where the leave is sought in relation their grandchild's adoption, confirmation of the placement from the appropriate government authority;
- (vii) An employee may commence Grandparent Leave prior to providing such notice where, through circumstances beyond the control of the employee, the birth or placement of their grandchild takes place earlier than expected.
- (viii) Only one employee in respect of each newborn grandchild or newly adopted grandchild is entitled to access Grandparent Leave as the Primary Caregiver under this subclause.
- (ix) An employee may only access Grandparent Leave under this clause for such time as they remain the Primary Caregiver for their grandchild.
- (x) An employee's entitlement to access Grandparent Leave under this clause ceases where another person assumes primary care responsibilities for that employee's grandchild.

(j) Variation of Period of Parental Leave

With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

(k) Parental Leave and Other Entitlements

(i) An employee may, in lieu of or in conjunction with parental leave, access any accrued recreation leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.

(1) An employee may, subject to written application and approval, access any compassionate or bereavement leave they become entitled to during the period of parental leave subject to the total amount of leave not exceeding 52 weeks.

(ii) Unpaid leave

(1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.

(2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave and personal leave but does not break an employee's continuity of service.

(iii) Keeping in Touch Days

(1) This provision enables an employee to perform work for the employer on a keeping in touch day while they are on approved parental leave. If the employee does so, the performance of that work does not break the continuity of the period of paid or unpaid parental leave.

(2) The employer cannot request an employee attend on a keeping in touch day until a minimum of 6 weeks (42 days) after the birth, or day of placement, of the child. However, the employee may request to the employer that they attend a keeping in touch day 14 days after the date of birth, or day of placement, of the child.

(3) An employee is eligible to perform paid work for the employer up to 10 working days as keeping in touch days for each of the periods prescribed below:

(A) a period of paid or unpaid parental leave taken during the employee's available parental leave period; and

(B) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (A) for a further period immediately following the end of the available parental leave period.

(4) The period worked by the employee as a keeping in touch day may be for part of a single day.

(5) If, during a period of unpaid parental leave, an employee performs work for the employer on a keeping in touch day taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.



- (6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.
- (l) Transfer to a Safe Job
- (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until parental leave under this clause commences.
- (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of parental leave or six weeks before the expected date of birth, whichever is earlier.
- (m) Returning to Work After a Period of Parental Leave
- (i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.
- (iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:
- (1) if an employee who was pregnant was moved to safe duties because of the pregnancy – immediately before the move; or
- (2) if an employee who was pregnant began working part-time because of the pregnancy– immediately before the part-time work began; or
- (3) otherwise – immediately before the employee commenced parental leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.
- (iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.
- (n) Right to Request
- (i) An employee entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the employer to allow the employee 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.
- (ii) The employer is to 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 suitable replacement staff, loss of efficiency and

effectiveness, the specialised nature of the work and the impact on customer service.

(iii) An employee may return to work on a modified basis that may involve the employee:

- (1) working on different days or at different times, or both; and/or
- (2) working on fewer days or for fewer hours or both, and/or
- (3) undertaking different duties at the same classification;

than the employee worked immediately before commencing parental leave, other than for an employee to whom subclause (l) of this parental leave clause applied.

(o) Replacement Employees

(i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed term as a result of another employee proceeding on parental leave.

(ii) Prior to engagement, a replacement employee is to be informed of the fixed term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to subclause (j) and the right to request provisions of subclause (b)(v)1.

(iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

(p) Communication During Parental Leave

(i) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:

- (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave.

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

(iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (p)(i) above.

(q) Lactation Breaks/Facilities

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

(r) Surrogacy Arrangements

An Employee whose child is born through a surrogacy arrangement which complies with Part 4 of the *Surrogacy Act 2012* (Tas), is eligible to access the parental leave entitlements outlined in this clause as a Primary or Secondary Caregiver subject to meeting the eligibility, notice and evidence requirements outlined within this clause.

(s) Permanent Care Leave

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia and will be the Primary or Secondary Caregiver for that child.

## **7. JURY SERVICE**

- (a) An employee required for jury service is to be granted the necessary leave of absence on full pay, and is not permitted to claim jury fees but only those out of pocket expenses (e.g.: parking fees) as determined by the Crown.
- (b) An employee is to advise the employer as soon as the notification is received for the requirement to undertake jury service.
- (c) An employee required for jury service who is on recreation leave is to be credited with the time occupied with the jury service. The employee is to be permitted to take any recredited recreation leave at the end of the original period of leave or at a later date according to the work demands of the employer.

## **8. FAMILY VIOLENCE LEAVE**

(a) Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, education or care services;
- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

The privacy and confidentiality of an employee who has applied for or taken family violence leave is of primary importance.

(b) Definitions

- (i) **'An employee experiencing family violence'** means a person against whom family violence is directed.
- (ii) **'Family Violence'** is conduct as defined by s.7 of the *Family Violence Act 2004* against a member of an employee's immediate family or household.
- (iii) **'Household'** means any person or persons who usually reside with the employee.
- (iv) **'Immediate family'** subject to subclause (c), in respect of an employee includes:

- (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

- (A) have a relationship as a couple; and
  - (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
  - (3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b) (i) and (ii) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Aboriginal Family Relationships

- (i) The employer recognises that an Aboriginal employee may have members of their Aboriginal family who are not specified in the definition of 'immediate family' in subclause (b)(iv).
- (ii) For the purpose of accessing the provisions of this clause, an Aboriginal employee may substitute 'Aboriginal family' in the place of 'immediate family'.
- (iii) Without limitation, Aboriginal family relationships may include immediate family, extended family, kinship and cultural community relationships.
- (iv) The employer recognises that the concept of family may mean different things to different people within the Aboriginal community and that the definition of the relationships referenced in subclause (c)(iii) may be different for individual employees.
- (v) The provisions of this subclause also apply to casual employees and the entitlement provided pursuant to subclause (k).

(d) Amount of Family Violence Leave

- (i) Family violence leave is paid leave of up to 20 days per personal leave year (non-cumulative) and is available to an employee who is experiencing family violence. This leave may be taken in hours.
- (ii) A Head of Agency (or authorised person) may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.

(e) Payment of Family Violence Leave

Family violence leave is paid at the employee's normal salary rate, as defined.

(f) Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.
- (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.

- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.
  - (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:
    - Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
    - Employee Assistance Program (EAP) provider;
    - Specialist counselling or refuge service;
    - Legal or financial service; or
    - Medical/Health practitioner.
- (g) Personal Leave
- An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted carer's leave according to the provisions of Part VIII, Clause 3 (g), Personal Leave.
- (h) Other Support Options
- In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including, but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.
- (i) Employee to Give Notice
- (i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:
    - (1) prior notice of the requirement for leave; and
    - (2) the estimated duration of the leave.
  - (ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.
- (j) Contact Officer for Family Violence
- (i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).
  - (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.
  - (iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union

delegate or an Agency employee who the employee nominates as their contact person.

- (iv) Where requested by an employee, the Agency Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/ manager on the employee's behalf and recommend the most appropriate form of support and management.
- (k) Casual Employees
- (i) Subject to the specifications of this clause, casual employees are entitled to leave work or to not be available to attend work, for the purposes of this clause.
  - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to 20 days per occasion.
  - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## **9. ABORIGINAL CULTURAL LEAVE**

(a) Purpose of Aboriginal Cultural Leave

Aboriginal Cultural Leave enables an Aboriginal employee to be absent from work to engage in Aboriginal Cultural practices and meet Cultural expectations as an active Aboriginal community member during their employment. This may include participating in significant Aboriginal Cultural events and activities, complying with cultural observances and/or fulfilling cultural obligations.

(b) Definitions

- (i) **Aboriginal employee** for the purpose of this clause means an employee who is an Aboriginal and/or Torres Strait Islander person and who:
  - (1) meets the Tasmanian Government's eligibility requirements for Aboriginal and Torres Strait Islander programs and services; and
  - (2) has identified as Aboriginal and/or Torres Strait Islander in Employee Self Service or the relevant employment management system.
- (ii) **'Aboriginal Cultural events and activities'** refers only to Aboriginal community business and for the purpose of this clause does not include:
  - (1) NAIDOC Week activities and the TSS Aboriginal Employee Network Workshops and Gathering. The employer supports the attendance of Aboriginal employees at these events (where occurring in paid time) and recognises that their attendance is legitimate business and forms part of their ordinary duties. In these circumstances, attendance at these events will be counted as time worked and therefore the employee is not required to access Aboriginal Cultural Leave to attend.
  - (2) Any activities where the employee receives payment (for example, payment to work a mutton bird season; payment to deliver a Welcome to Country, or a similar event, ceremony and/or activity; payment to sit on a board or committee).
  - (3) Government events, meetings and/or activities (e.g. sitting on a government Aboriginal advisory or reference groups), except for

government events and/or activities which are Aboriginal-led and exclusively for Aboriginal participants. Noting that in accordance with subclause (b)(ii)(1), the employer supports the attendance of Aboriginal employees at the TSS Aboriginal Employee Network Workshops and Gathering and therefore an Aboriginal employee is not required to access Aboriginal Cultural Leave to attend those events.

- (iii) **'Cultural obligations'** for the purpose of this clause may include, without limitation: cultural and ceremonial obligations under Aboriginal lore, customary or traditional law; or family, customary or community obligations.
- (c) Amount of Aboriginal Cultural Leave
- (i) An Aboriginal employee, other than a casual employee, is entitled to leave of up to five days paid leave per personal leave year as specified in Part VIII, Clause 3(k)(non-cumulative). This leave may be taken in hours.
  - (ii) Aboriginal Cultural Leave may be taken for part of a single day.
  - (iii) Aboriginal Cultural Leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date each subsequent personal leave year commences.
  - (iv) Aboriginal Cultural Leave does not accumulate and is not paid out on cessation of employment.
- (d) Payment of Aboriginal Cultural Leave
- (i) Aboriginal Cultural Leave is paid at the normal salary rate which the employee would have received for the ordinary hours of work during the relevant period.
- (e) Notice and Application
- (i) An Aboriginal employee should provide notice to the employer at the earliest reasonable opportunity of their intention to access leave under this clause.
  - (ii) An employee is to make an application to the employer to access Aboriginal Cultural Leave. The application is to include supporting information which relates to the connection between the application and the purpose of this clause.
  - (iii) Where the employer does not approve an application for Aboriginal Cultural Leave, the employer is to provide supporting reasons for the decision in writing to the employee, and if appropriate the employee and employer may discuss alternative arrangements.
- (f) Casual employees
- (i) Casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
  - (ii) The employer and an employee are to agree on the period the employee is 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 five days per annum in the circumstances described in sub-clauses (a) and (b).
  - (iii) A casual employee is not entitled to any payment for the period of non-attendance.
  - (iv) The employer must not fail to re-engage a casual employee because that employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## **10. DISABILITY LEAVE**

- (a) Purpose
  - (i) Disability leave is available to an employee to enable them to be absent from duty for the purpose of activities (including attending appointments) associated with their long-term physical or psychological disability.
- (b) Eligibility
  - (i) Disability leave is available to an employee (except for a casual employee) who lives with a disability.
  - (ii) For the purpose of this clause, disability is defined as a long-term physical, mental, cognitive, intellectual or sensory impairment.
  - (iii) The entitlement for casual employees is provided at subclause (g).
- (c) Entitlement
  - (i) An eligible employee is entitled to paid disability leave of up to five days per personal leave year as specified in Part VIII, Clause 3(k).
  - (ii) Disability leave is non-cumulative and is not paid out on cessation of employment.
  - (iii) Disability leave is available from the first day of appointment.
  - (iv) Disability leave is credited to an employee on the first day of appointment and will be replaced with a new credit on the date upon which each subsequent personal leave year commences.
  - (v) Disability leave is available for the purpose of activities associated with an employee's disability including, but not limited to, any of the following:
    - (1) To attend an appointment with a registered health practitioner.
    - (2) To attend treatment, rehabilitation, therapy or counselling.
    - (3) To attend tests or assessments.
    - (4) To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
    - (5) To obtain wheelchair or other equipment or to undertake maintenance or replacement of such equipment.
  - (vi) The period of leave accessed by an employee may be greater than the duration of the activity or appointment to facilitate travel time and recovery.
  - (vii) Disability Leave may be taken for part of a single day.
  - (viii) Disability leave is not to be used as a substitute for an employee's personal leave entitlement provided in Part VIII, Clause 3.
- (d) Notice and Evidence Requirements
  - (i) An employee is to provide notice to the employer at the earliest reasonable opportunity of the request for leave and the length of leave required.
  - (ii) An employee is to make an application to the employer for disability leave accompanied by supporting documentary evidence where appropriate.
  - (iii) Documentary evidence may include any of the following:



- (1) A medical certificate from a registered health practitioner operating within their scope of practice;
  - (2) A written referral, issued by a registered health practitioner;
  - (3) A statutory declaration;
  - (4) Other reasonable forms of documentation.
- (e) Rate of payment
    - (i) Disability Leave is paid at the employee's normal salary rate, as defined.
  - (f) Effect on other entitlements
    - (i) Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
    - (ii) Disability leave will count as continuous service for all purposes.
  - (g) Casual employees
    - (i) Subject to the notice and evidence requirements in subclause (d) casual employees are entitled to leave work or not be available to attend work, for the purposes of this clause.
    - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to one working day per occasion.
    - (iii) A casual employee is not entitled to any payment for the period of non-attendance.
    - (iv) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## **11. FOSTER AND KINSHIP CARE LEAVE**

- (a) Purpose
  - (i) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.
- (b) Eligibility
  - (i) Foster and kinship care leave is available to an employee, other than a casual employee, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.
  - (ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.
  - (iii) For the purpose of this clause, 'child' and 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation).

(c) Entitlement

- (i) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per personal leave year as specified in Part VIII, Clause 3(k).
- (ii) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.
- (iii) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent personal leave year.
- (iv) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.

(d) Notice and Evidence Requirements

- (i) An employee is to make an application to the employer for foster and kinship care leave, accompanied by supporting documentary evidence.
- (ii) Documentary evidence may include:
  - (1) Documents from a recognised government or non-government provider through which the care arrangement is facilitated;
  - (2) Documents from a registered health practitioner;
  - (3) Documents relating to current and previous court orders granting responsibility for a foster child.

(e) Rate of payment

- (i) Foster and kinship care leave is paid at the employee's normal salary rate.

## **12. GENDER AFFIRMATION LEAVE**

(a) Purpose

- (i) Gender affirmation leave is available to employees to enable them to be absent from duty for the purpose of undertaking activities associated with that employee's process of affirming their gender.

(b) Eligibility

- (i) Gender affirmation leave is available to an employee (other than a fixed-term casual employee) who is undergoing a process of affirming their gender.
- (ii) Employees may affirm their gender in a number of ways, including through medical, social, and legal changes. An employee is not required to be undergoing specific types of changes, including surgery, to access leave under this clause.

(c) Entitlement

- (i) An eligible employee undergoing a process of gender affirmation is entitled to the following, subject to the notice and evidence requirements of this clause:
  - (1) up to 4 weeks paid leave; and
  - (2) up to 48 weeks unpaid leave.

- (ii) Gender affirmation leave is available for the purpose of activities associated with an employee's gender affirmation including, but not limited to, any of the following:
    - (1) Medical or psychological appointments; or
    - (2) Hormonal appointments; or
    - (3) Surgery and associated appointments; or
    - (4) Appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
    - (5) Any other similar necessary appointment, procedure or event to give effect to the employee's transition as agreed with the employer.
  - (iii) The period of leave accessed by the employee may be greater than the duration of their appointment or procedure, to facilitate travel and recovery.
  - (iv) Gender affirmation leave may be taken as consecutive, single or part days as agreed with the employer.
  - (v) An employee may be granted gender affirmation leave from the first day of appointment.
  - (vi) An employee may access an entitlement to gender affirmation leave provided by sub-clause (c)(i) up until 52 weeks after they commence the process of affirming their gender. For clarity, nothing in this subclause prevents an employee from accessing gender affirmation leave at a point in time before they commence the process of affirming their gender or living as a member of that gender provided that the leave is accessed for the purpose outlined at subclauses (c)(ii) and (iii).
  - (vii) Gender affirmation leave is non-cumulative and will not be paid out on cessation of employment
- (d) Notice and Evidence Requirements
- (i) An employee wishing to access gender affirmation leave should discuss their intention to take leave with the employer as soon as reasonably practicable.
  - (ii) An employee is to make an application to the employer for gender affirmation leave accompanied by supporting documentary evidence where appropriate.
  - (iii) Documentary evidence may include any of the following:
    - (1) A medical certificate from a registered health practitioner or registered professional operating within their scope of practice; and/or
    - (2) A written referral, issued by a registered health practitioner, to a counsellor; and/or
    - (3) A document issued by a counsellor; and/or
    - (4) A legal or other document issued by a state, territory or federal government organisation; and/or
    - (5) A statutory declaration.
- (e) Rate of payment
- (i) Gender affirmation leave is paid at the employee's normal salary rate, as defined.
- (f) Effect on other entitlements
- (i) Paid gender affirmation leave will count as service for all purposes.

- (ii) The total period of gender affirmation leave without pay in excess of 20 working days within a personal leave year is regarded as leave without pay for accrual purposes, including for recreation leave and personal leave but does not break an employee's continuity of service.
- (g) Casual Employees
  - (i) Subject to the notice and evidence requirements in subclause (d), casual employees are entitled to not be available to attend work for the purpose of this clause.
  - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work.
  - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### **13. SURROGACY LEAVE**

- (a) Purpose
  - (i) Surrogacy leave is available to support an employee who has entered into a formal surrogacy arrangement.
- (b) Definitions
  - (i) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:
    - (1) on a regular and systematic basis for several periods of employment;
    - (2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy, a reasonable expectation of ongoing employment.
  - (ii) **'Employee'** includes full-time, part-time, permanent, fixed term and eligible casual employees (as defined).
  - (iii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking surrogacy leave.
 

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

    - (1) the average of the hours worked by the employee over the preceding 12 months or;
    - (2) the actual hours of work at the time of commencement of leave.
- (c) Eligibility
  - (i) Surrogacy leave is available to an employee who has entered into a formal non-commercial surrogacy arrangement to give birth to a child. A formal surrogacy arrangement is one which is entered into in accordance with the *Surrogacy Act 2012* (Tas) (or any successor legislation).
  - (ii) An employee must have completed a period of 12 months continuous service to be eligible for surrogacy leave.
  - (iii) An employee eligible for surrogacy leave is not entitled to parental leave in accordance with Clause 2 of this Part.

- (d) Entitlement
  - (i) An eligible employee who has entered into a formal surrogacy arrangement is entitled to up to six weeks paid leave in relation to the birth of a child.
  - (ii) The six weeks paid leave is to be taken in a consecutive period.
- (e) Commencement and Period of Surrogacy Leave
  - (i) Unless otherwise agreed with the employer, an employee is to commence surrogacy leave within six weeks immediately prior to the expected date of birth.
  - (ii) An employee who returns to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
  - (iii) Where an employee has exhausted their paid surrogacy leave entitlement, before six weeks following the birth of the child, the employee may access any accrued recreation leave or long service leave entitlement in accordance with Clause 13(i) of this part.
  - (iv) Nothing in subclause (e)(iii) will prohibit an employee from accessing personal leave or any other leave entitlement they become eligible for during this period.
- (f) Continuing to work while pregnant
  - (i) An employee who continues to work within the six week period immediately prior to the expected date of birth is required to provide a medical certificate to the employer stating that the employee is fit to work on their normal duties.
- (g) Transfer to a safe job
  - (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until surrogacy leave commences.
  - (ii) In circumstances where the employer is unable to provide a safe job for the employee the employee will continue to be paid at the normal rate of pay for the employee's ordinary hours of work for the period of the risk. The period of risk ends with the commencement of surrogacy leave or six weeks before the expected date of birth, whichever is earlier.
- (h) Rate of Payment
  - (i) The rate of pay for an employee during the period of the paid surrogacy leave is the normal rate of pay, as defined at subclause (b)(iii).
- (i) Surrogacy Leave and Other Entitlements
  - (i) Paid surrogacy leave and unpaid special surrogacy leave will count as continuous service for all purposes.
  - (ii) An employee may access any accrued recreation leave or long service leave entitlements, as well as any other form of leave they become eligible for, in conjunction with surrogacy leave.
- (j) Special Surrogacy Leave
  - (i) An employee who has not yet commenced surrogacy leave and who suffers an illness related to their pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which the employee is entitled and such further unpaid special surrogacy leave as a registered medical practitioner certifies as necessary before their return to work.

- (ii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth the employee is entitled to access six weeks paid surrogacy leave.
- (k) Notice and Evidence Requirements
- (i) An employee is to provide written notice to the employer in advance of the expected date of commencement of surrogacy leave. The notice requirements are:
    - (1) At least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
    - (2) At least four weeks' notice of the date on which the employee proposes to commence surrogacy leave and the period of leave to be taken.
  - (ii) An employee is not in breach of this clause for if failure to give the required notice is due to the date of birth occurring earlier than the expected date.
  - (iii) Prior to the commencement of surrogacy leave, the employee is to provide evidence of the formal surrogacy arrangement to which the employee has entered into.

## **PART IX – UNIFORMS AND EQUIPMENT**

### **1. PROVISION OF UNIFORMS**

(a) The following arrangements for the approval and replacement of uniforms will apply:

- (i) the Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
- (ii) the Service will provide uniforms in accordance with the uniforms policy.
- (iii) replacement of items of uniform shall be made (as and when reasonably necessary as determined by the Commissioner) on return of the unserviceable article.
- (iv) if an employee is unable to wear issued boots or shoes and produces a medical certificate suitable boots or shoes shall be provided to the value of the issued item.
- (v) the Service shall provide any other special clothing or personal protective equipment the Service requires an employee to wear.
- (vi) articles of uniform and special clothing issued under the terms of the policy remain the property of the Service and shall be returned by the employee upon cessation of employment at the request of the Service.
- (vii) The Director of Ambulance Services shall pay the cost of dry cleaning the uniform of an employee, providing that such dry cleaning becomes necessary through ambulance duties, and has been authorised.
- (viii) any request for uniform replacement by an employee will not be unreasonably refused.

The Service will approach any change to current uniform provisions in a genuinely collaborative and consultative manner. This clause is intended to expedite improvement to the operational uniform.

## **PART X – AWARD COMPLIANCE AND UNION MATTERS**

### **1. WORKPLACE DELEGATES**

- (a) Workplace union delegates will have recognition by the employer through:
- (i) The right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representative.
  - (ii) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates will be dealt with promptly and appropriately.
  - (iii) The right to have workplace union structures, such as delegates, work site committees, sub branch executive etc, recognised and respected.
  - (iv) The right to represent members on workplace issues.
  - (v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
  - (vi) The right to reasonable paid time:
    - (1) to represent the interests of members to the employer;
    - (2) to represent the interests of members in industrial tribunals;
    - (3) to consult with union members;
    - (4) to participate in the operation of the union;
    - (5) to research and prepare prior to all negotiations with management;
    - (6) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
  - (vii) The right to call meetings of members and invite non-members to discuss union business.
- (b) Workplace delegates are to have access to facilities, including:
- (i) where practicable, access to a private room to meet with individual members and perform union business.
  - (ii) reasonable access to telephone, facsimile, post, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.



- (iii) the right to place union information on an appropriate notice board in a prominent location in the workplace.
- (iv) access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.

(c) Workplace delegates are to have:

- (i) An entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
- (ii) Recognition that the time associated with travel for country delegates may require additional time to paragraph (i) above.
- (iii) The skills acquired by an employee undertaking the role of a workplace delegate form part of the evaluation criteria for performance management, salary progression and overall career advancement wherever those identified skills are also required by the classification band of that delegate.
- (iv) The employee is to notify the employer of the skills acquired and their relevance for the evaluation of performance and for salary progression

(d) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:

- (i) To promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
- (ii) For participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.
- (iii) In dispersed or remote workplaces the delegate structure may require coordinating delegates and that these delegates may require a greater amount of time to perform their duties.
- (iv) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and is not to constitute a break in service for other purposes. Delegates will be entitled to undertake the duties which they undertook immediately before taking up such positions with the union.

## **2. UNION MEETINGS**

Employees elected as Delegates to the Ambulance Employees Sub-branch Executive shall be entitled to leave of absence if rostered on duty without deduction of pay to attend Sub-branch Executive meetings.

Face-to-face attendance at Sub-branch Executive meetings shall not exceed four (4) meetings in any one year. For the remaining two (2) Sub-Branch Executive meetings, the Service will assist where possible to provide access to teleconferencing and videoconferencing facilities.

The employer shall be provided with a minimum of four weeks' notice prior to the date of each meeting.

The number of Delegates released by the Service to attend Sub-branch Executive meetings shall not exceed nine (9).

General meetings of members shall be conducted during normal working time and on the employer's premises for the purposes of informing members of union activities. The employer shall be notified of such meetings and every effort shall be made to minimise any disruption to the normal operations of the service.

**PROVIDED** that any such meetings do not involve relocation of rostered staff.

Workplace delegates shall have:

- (a) Workplace Union Delegates shall have an entitlement of up to five days paid training leave in any one calendar year to attend union-endorsed courses and attendance at union conferences.

**Provided that** the employer is notified of such training leave at least 90 days in advance and subject to operational imperatives being met.

- (b) Recognition that the time associated with travel for country delegates may require additional time to (a) above.
- (c) Recognition by management of any identified skills acquired by a delegate in that role for the purposes of progression through any skills-based progression system operating in that workplace wherever those identified skills are also required by the substantive position occupied by that delegate. Delegates must notify the employer of the intention to use the skills for progression.
- (d) Delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as a service for salary increment purposes and shall constitute a break in service for other purposes. Prior to taking up such positions with the union, employees will not be required to relinquish their substantive positions.

## **3. RIGHT OF ENTRY**

Right of entry for union officials is in accordance with the provisions of section 77 of the *Industrial Relations Act 1984* (as amended).

#### **4. NOTICE BOARD**

The employer is to permit a notice board of suitable size to be erected in each station to facilitate communication on workplace issues between employees and/or their unions.

#### **5. RECORDS OF EMPLOYMENT**

The employer is to maintain records of employment as required by section 75 of the *Industrial Relations Act 1984*.

## **PART XI – CONSULTATION AND CHANGE: GRIEVANCE AND DISPUTE RESOLUTION**

### **1. CONSULTATION AND CHANGE**

(a) Where the Service proposes changes in work arrangements and practices that are likely to impact employees, the Service is to consult with the employees who may be affected by the proposed changes and the relevant union/s prior to a final decision being made to implement that change.

(b) Consultation is undertaken because all parties acknowledge that by discussing proposed changes with the employees who may be affected by the change and giving consideration to their views and feedback, a better informed decision occurs.

Consultation is not joint decision making or a barrier to the prerogative of management to make decisions; nor is it simply advice on what is about to happen. It is a process that informs affected employees about proposed change and provides them with a genuine opportunity to influence the outcome before a final decision is made.

(c) While employees should be consulted on all change that is likely to affect them the extent of any consultation process should be based on the materiality or impact of the change and the number of employees likely to be impacted by the change.

Employees and the relevant unions should be provided with access to relevant information about a change proposal, be given a reasonable opportunity to provide feedback and be provided with a response to any reasonable alternatives put forward.

(d) Consultation should involve four clear stages:

- (i) Formulation of ideas or proposals;
- (ii) Consultation on a proposal;
- (iii) Considering responses and providing feedback; and
- (iv) Making a final decision and implementing it.

(e) Agencies are to maintain a register of changes subject to this process. The employer will maintain a register of major changes subject to this process. Employees and relevant unions may request access to these registers.

(f) Subject to sub-clauses (g) & (h), in the event that outsourcing of a service or services supplied by an Agency is under consideration by that Agency, consultation is to occur in line with this clause. This will include identification of the actual service, program and functions to be outsourced, the services, programs and functions that are to remain, reasons and impact on employees.

(g) Where the outsourcing of an in-house service is being considered by an Agency and that service will continue to be provided within the State Service, but by an external organisation, information will be provided on the following matters as a minimum:

- (i) The current cost of the service;
- (ii) Impact on current employment arrangements, including salaries, job security and reasons for outsourcing;

- (iii) Future costs, where available, including contract management costs on an outsourced service, program or function;
  - (iv) Description of the service, program or functions to be outsourced and those that are to remain;
  - (v) Service quality requirements;
  - (vi) Risk assessment should the outsourced provider cease to continue the service.
- (h) Prior to the implementation of a decision to tender Agencies will provide the opportunity for the employees and /or their union to submit a case to meet the requirements for undertaking the service, program or function.

## **2. GRIEVANCE AND DISPUTE SETTLING PROCEDURE**

- (a) When a possible dispute or grievance arises the employee(s) should in the first instance discuss the issue(s) with their immediate supervisor.
- (b) The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another person.
- (c) Should discussions fail to resolve the grievance/dispute, the issue(s) may be referred to the appropriate union (if applicable) and to management representative.
- (d) If the issue(s) remains unresolved, either party may refer the dispute/grievance to the Tasmanian Industrial Commission for conciliation/arbitration and settlement.
- (e) Whilst a dispute/grievance is being dealt with through this process the status quo will remain and work will continue without disruption.
- (f) However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.
- (g) Further the operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* or any other applicable legislation.



Neroli Ellis  
**Deputy President**

2 October 2023

## APPENDIX 1 - ROSTERED WEEKLY HOURS FACTOR

The average number of hours per week an employee would be entitled to be paid, for the actual hours worked over a complete cycle of the 4 x 4 roster system, having regard for the days the employee would work on over this period of 64 weeks (ie. one complete cycle) and taking into account the appropriate penalties and shift allowance applicable for those days he would be rostered on duty. It depends on the actual length of shifts the employee is required to work, and how many, in the roster of 64 weeks. It is used in the calculation of the composite wage applicable for the particular roster required to be worked by employees.

Stated below is the method of calculation. This method takes account of the increase in base rate and corresponding adjustments to overtime and shift penalties as prescribed in the *Tasmanian Ambulance Service Enterprise Bargaining Agreement 2000*.

(a) Over a complete cycle of 64 weeks a Paramedic would work -

80 day shifts on week days ie.	760.000	hours
60 night shifts on week days	798.000	hours
20 late shifts on week days	<u>178.914</u>	hours
(Total hours worked on week days)	<u>1736.914</u>	hours

Plus

16 day shifts on Saturdays	152.000	hours
12 night shifts on Saturdays	159.600	hours
4 late shifts on Saturdays	<u>35.777</u>	hours
(Total hours worked on Saturdays)	<u>347.377</u>	hours

Plus

16 day shifts on Sundays	152.000	hours
12 night shifts on Sundays	159.600	hours
4 late shifts on Sundays	<u>35.777</u>	hours
(Total hours worked on Sundays)	<u>347.377</u>	hours

Therefore, total hours actually worked over 64 weeks is -

1736.914  
347.377  
347.377  
2431.668 hours

(Average hours per week is – 37.995 hours)

For the hours worked during the week days (1736.914), there is a 9 percent shift loading, which amounts to 156.322 hours, in addition to the actual hours worked.

Time worked on Saturdays is paid at time and one half, ie. 347.377 times 1.5 is – 521.066 hours.

Time worked on Sundays is paid at double time, ie. 347.377 times 2 is – 694.754 hours.

The Paramedic would be paid over the 64 weeks –

1736.914 hours for week days  
156.322 hours for shift allowance  
521.066 hours for Saturdays  
694.754 hours for Sundays  
3109.056 hours total

(Average hours paid per week is 48.579)

This then is the ROSTERED WEEKLY HOURS FACTOR for Paramedics working the rostered hours.

#### b) 2 Day 2 Night Roster

The calculation for Paramedics working a 2 Day 2 Night roster is as follows -

112 day shifts of 10 hours - 1120.000 hours  
112 night shifts of 14 hours 1568.000 hours  
2688.000 hours

This is 256 hours in excess of an average 38 hour week over the 64 week cycle (64 x 38 = 2432 hours).

These extra 256 hours are worked evenly over all days of the week (36.57 hours for each day of the week). Taking into account the 2 hours per week that accrues towards ADOs, hours in excess of 40 hours are paid at overtime rates.

Therefore –

Overtime factor is  $7 \times 18.28 \times 2 = 255.92$  hours

Average per week over 64 weeks = 4 hours

Provided that this factor is set at 3.617 in recognition of the increase in base rate and corresponding adjustments to overtime and shift penalties as prescribed in the Tasmanian Ambulance Service Enterprise Bargaining Agreement 2000.

For Paramedics who work a 2 day 2 night roster the 'Rostered Weekly Hours Factor' is 48.579 + 3.617 = 52.196.

#### (c) Branch Stations

The calculation for a Paramedic at a Branch Station is as follows:

Over a complete cycle of 64 weeks a Paramedic at a Branch Station would work -

160 shifts on weeks days, ie. 1737.862 hours

32 shifts on Saturdays 347.563 hours

32 shifts on Sundays 347.563 hours

Therefore the total hours actually worked in 64 weeks –

2432.988 hours

Therefore average weekly hours is -38.015 hours

For the hours worked during week days, there is a 9 per cent shift loading which amounts to 156.408.

Time worked on Saturday is at time and one half, ie.

$347.563 \times 1.5 = 521.345$

Time worked on Sunday is at double time, ie.

$347.563 \times 2 = 695.126$

The Paramedic would be paid over the 64 weeks –



1737.862	hours for week days
156.408	hours for shift allowance
521.345	hours for Saturdays
<u>695.126</u>	hours for Sundays
<u>3110.741</u>	hours total

Therefore the 'Rostered Weekly Hours Factor' would be 48.605.

However, for the purposes of this Award, it is agreed that these officers will be paid the same rostered weekly hours factor as on-road paramedics at Headquarters.

Therefore the rostered weekly hours factor to be paid to Paramedics at Branch Stations is 48.579.

## APPENDIX 2 - SHIFT WORKER ATTENDANCE AT MEETINGS

The following conditions apply where a shift worker is a member of an Ambulance Tasmania Committee and is requested by the Service to attend an authorised meeting:

- (a) Attendance at authorised meetings is not to attract Time Credit unless prior mutually agreed arrangements have been made.
- (b) Payment for attendance is made at single time on an hourly basis at composite rate.
- (c) The maximum paid hours for any meeting is to be twelve (12) hours, including travelling time.
- (d) Payment is to be calculated to the nearest half hour except where a meeting is less than three hours duration. In this case, payment is to be made to the next full hour, for example 2 hours 16 minutes becomes 3 hours.
- (e) Payment is only to be made on the completion of the prescribed attendance form and pay variation form.
- (f) Conveners of meetings are to be responsible for the time frames of all meetings.
- (g) Employees are only entitled to normal pay for meetings attended in their normal working hours.
- (h) In normal circumstances, authorised meetings are to be facilitated via videoconferencing or teleconferencing facilities. In the event that the Service determines that a face-to-face meeting is necessary, travelling is to be paid at single time on a set basis as follows:
  - Hobart / Launceston return 4.5 hours
  - Devonport / Launceston return 2.25 hours
  - Burnie / Launceston return 3.5 hours
  - Devonport / Hobart return 7 hours
  - Burnie / Hobart return 8 hours
- (i) Authorised meetings include:
  - Tasmanian Ambulance Clinical Council;
  - Fleet and Equipment Advisory Group;
  - Ambulance Consultative Committee
  - Regional Consultative Committee
  - Regional Clinical Quality Committees.
  - Health and Safety Meetings

(j) Approved workshops/seminars relating to Ambulance Tasmania activities such as;

- Product evaluations/demonstrations,
- Corporate planning
- Public relations events
- Career expos
- Shows
- Agfest
- Selection Panels; and
- Other meetings as approved by the Chief Executive Officer

\* Authorised meetings do not include HACSU (Health and Community Sector Union) AESB Meetings.

Note: All single time payment is for voluntary attendance or participation. When employees are directed to attend, award conditions apply.