

T13659 of 2010

30 MAR 2010

Department of Health and Human Services

**Industrial Relations Act 1984
Section 55**



**Ambulance Tasmania
Agreement 2010**

Between

Minister Administering the State Service Act 2000

and

**Health Services Union of Australia, Tasmania
No. 1 Branch (HACSU)**



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2. TITLE

This Agreement shall be titled the Ambulance Tasmania Agreement 2010.

3. PARTIES TO THE AGREEMENT

This Agreement shall be between the Minister Administering the *State Service Act 2000* and the Health Services Union of Australia, Tasmania No. 1 Branch (HACSU).

4. EMPLOYEES COVERED

This Agreement is made in respect of all employees covered by the *Tasmanian Ambulance Service Award* (the Award).

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect on and from the date of registration and shall remain in force until 30 November 2012 or until replaced by a further Agreement. The Agreement and conditions will operate from the date of registration, however, the first salary increases will be effective from the first full pay period commencing on or after 1 December 2009.

Provided that structural adjustments will be paid in accordance with Clause 12 - Salaries of this Agreement.

Negotiations for a replacement Registered Agreement will begin no later than 31 May 2012. Prior to that date the DHHS will issue a written invitation to the Health Services Union Tasmania, No. 1 Branch (HACSU) to begin negotiations.

6. RELATIONSHIP TO RELEVANT AWARD/AGREEMENT

Where there is any inconsistency between this Agreement and the *Tasmanian Ambulance Service Award*, or any Agreement having application to employees covered by this Agreement this Agreement shall prevail to the extent of the inconsistency.

7. AWARD CONSOLIDATION

The parties agree, to the extent practicable, to consolidate all terms and conditions of employment into a single Industrial Instrument within 12 months of the date of registration of this Agreement. If full consolidation is achieved, the parties agree to retire all previous Agreements.



8. CONSISTENCY OF APPLICATION

The parties agree that work arrangements and employee entitlements will be consistently applied across the state, subject only to agreed variations to workplace practices required in specific locations.

9. PRESERVATION OF EXISTING ENTITLEMENTS

This Agreement will not operate to reduce any entitlements received by any employee to which this Agreement applies prior to the registration of this Agreement unless otherwise provided for in this Agreement.

10. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement, except Leave Reserved Matters identified at Clause 25.

11. WORK LEVEL DESCRIPTORS

A position falling within the scope of this Agreement 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 4 in Ambulance Communications or other qualification approved by the Service and who is appointed to an approved Student Communications Officer position. The employee will undertake such work experience as determined by the Service 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 Service. 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 4 in Ambulance Communications or other qualification as approved by the Service 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 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.

Senior Communications Officer means an employee who holds the Certificate 4 in Ambulance Communications or other qualification as approved by the Service and who is appointed to an approved Senior 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 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. The Senior Communications Officer has more responsible duties in relation to the functioning of the communications centre.

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.

Clinical Deployment Officer (CDO) means an employee who has successfully completed the requirements as set out for a Paramedic and who is appointed to an approved CDO position.

This level of employee will be required to give advice and make decisions regarding emergency and non-emergency ambulance operations utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Additionally the employee may be required to undertake call taking and / or coordination duties including the efficient processing of emergency and non emergency calls. This employee is responsible for the management of staff on duty and efficient management of the communications centre on shift.

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. Skills maintenance will also include regular and structured operational on road clinical experience as determined by the Service.

Paramedic Student means an employee who is undertaking the Associate Degree in Paramedic Science or other qualification as approved by the Service and who is appointed to an approved Paramedic Student position. The employee will undertake such work experience as determined by the Service 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 Service 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 Service 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 Service 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 Service.

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 Service 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 Service. 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.

Fixed Wing Flight Paramedic 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 Service 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 Service. 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.

Branch Station Officer (BSO) 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. 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. 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.

Clinical Support Officer (CSO) means an Intensive Care Paramedic with an additional qualification in training and assessment or equivalent as approved by the Service 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 Service. 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 I means a paramedic with an additional qualification in training and assessment or equivalent as determined by the Service 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 Service.



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 Service.

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 Service 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 Service.

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 Service 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 Service.



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 Service 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 Service.

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 Service 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 Service.

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.



12. SALARIES

The following increases will apply to employees covered by this Agreement and will be paid in accordance with Schedule I.

(a) Structural Adjustments

(i) Lump Sum Payment

An initial structural adjustment of 1% will be paid as a lump sum payment for the period back to 1 July 2008. This lump sum payment will be calculated based on the difference between the translation salary point of each employee and the actual salary point each employee was assigned for the period 1 July 2008 to 30 November 2009. In respect of shift workers the composite salary rate will be used to calculate the lump sum payment.

(ii) Structural Adjustments

- A structural adjustment of 1% from the first full pay period on or after 1 December 2009
- A structural adjustment of 2.5% from the first full pay period on or after 1 July 2010
- A structural adjustment of 1.5% from the first full pay period on or after 1 July 2011
- A final structural adjustment of 1% from the first full pay period on or after 1 July 2012

(b) Wage Increases

- A wage increase of 1% from the first full pay period on or after 1 December 2009
- A further wage increase of 1% from the first full pay period on or after 1 December 2010
- A further wage increase of 2.5% from the first full pay period on or after 1 December 2011

13. Work Value Claims

Any future work value claim increases will be taken into account and be offset by the wage increases and structural adjustments contained in this Agreement.

14. Classification Structure

Employees subject to this Agreement will be classified in accordance with the classification structure as detailed in Schedule I.

The new Classification structure is designed to encourage skills acquisition and the maintenance of the skills required to perform the duties of Paramedics at each level within the structure. Each classification level within the core clinical structure requires specific qualifications or standards measured against the Australian



Qualifications Framework. It should be noted that the simple attainment of a relevant degree or other qualification is not, by itself, proof of a Paramedic's on-going capacity to perform duties at a particular level. The regular maintenance of skill sets and skill profiles will be an essential feature of the new system. Elements of the core clinical skills components of the new classification structure include:

The Management classifications in the new Structure have been aligned to the *Health and Human Services (Public Sector) Award 2008* with parallel rates of pay as of 1 December 2009. Supervisors, Operations Managers and Superintendents will be expected to perform the duties and responsibilities of Managers as specified at the equivalent classification level in the *Health and Human Services (Public Sector) Award 2008*. Managers under the new system will also have access to training within the DHHS/PSMO training matrix.

(a) Translation Arrangements

- (i) In this clause, '**translation**' refers to the process of a permanent employee moving from a substantive classification level under the previous classification structure under the Tasmanian Ambulance Service Award, to the new classification structure under this Agreement.
- (ii) Initial movement to the new structure is on a point-to-point basis effective from the first full pay period on or after 1 December 2009. Each officer will translate according to their current classification level directly to the equivalent classification level and salary point in the new structure.
- (iii) Where additional incremental points have been added to classification levels in the new structure, officers will still translate to the equivalent salary point in the new structure but will have the opportunity to progress through the additional salary points of that level on an annual basis.
- (iv) All salary increases due to translation under this clause are effective from the first full pay period on or after the translation date.
- (v) Salary increases due to incremental progression (not translation) are effective from the normal anniversary date of effect of those increases – provided that, where new incremental salary points are available, an employee will not access more than one salary point in any one year.
- (vi) Employees who have commenced employment since 1 July 2009 will be translated to the new structure from the date of appointment to the Service.
- (vii) The translation of all employees will be subject to the no disadvantage provisions of this Agreement.

(b) Notification and Review Process

- (i) Employees are to be notified in writing of the classification level to which they are to be translated and the translated salary point against which they will be paid. Notification will include a copy of the work level description for that classification level.



- (ii) Ambulance Tasmania (AT) may advise an employee upon translation that the level to which he/she has translated now requires a particular formal qualification or level of competency in order to perform some or all of the tasks associated with that Classification level. In such cases, AT will advise the employee of the necessary skills to be acquired, or reassessed, the training regime required to obtain or improve those skills to the requisite level and specify any particular tasks or duties which are not to be performed or only performed under supervision until those skills requirements have been met. Employees will be given adequate time to undertake any training required, taking into account personal circumstances, training capacities and operational requirements.

(c) Review Application Process

- (i) Where an employee has issues or grievances with their duties and responsibilities or translation classification level, he/she has 14 calendar days from the date of notification to initiate a discussion at a local level with their Supervisor or manager.
- (ii) If the issue is not resolved, the matter may be referred by either party to the Translation Review Committee established under this Agreement for further consideration.
- (iii) The Translation Review Committee may make recommendations to the CEO for a decision in respect of the matters raised.
- (iv) If the matter is still not resolved to the satisfaction of the employee, he/she may, within 28 days of the date of notification of the CEO's decision, seek review of that decision by the Tasmanian Industrial Commission.

(d) Progression in the New Classification Structure

- (i) Student Paramedics will be appointed to the relevant level appropriate to their qualifications and years of experience as a student ambulance officer. Student Paramedics who are currently completing an Associate Degree level of training will be translated to the equivalent level and salary point in the new structure. Student Paramedics who are undertaking the UTAS transitional program and will graduate with a Bachelor of Paramedic Practice will be translated to the equivalent classification level in the new structure but will be eligible for promotion to the new Paramedic Entry level from the date of graduation with the Degree qualification.
- (ii) 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 new structure.
- (iii) Progression through salary points at each level in the new classification structure will be based upon years of experience but will be subject to existing performance criteria and to a 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.

- (iv) Promotion to all classification levels above the entry level (Paramedic) classification is subject to vacancy.
- (v) 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) Patient Extrication

All allowances and benefits previously associated with Patient Extrication will be absorbed into the new classification structure over the life of the Agreement. Paramedics who hold Patient Extrication will translate to the equivalent salary in the new structure.

15. ALLOWANCES

(a) Disturbance Allowance

- (i) An employee classified at Manager – Level I or above who is required to undertake duties without returning to the workplace is to be paid at the appropriate overtime rate for a minimum payment of one hour.
- (ii) Remuneration is to be calculated on the cumulative hours worked and be rounded up to the nearest hours with a minimum payment of one hour.
- (iii) For the purposes of this calculation each day of availability stands alone.
- (iv) An employee other than an employee classified at Manager level 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 (ii) and (iii) above.

(b) Paramedic Specialist Allowance

- (i) An Allowance of \$3.20 per hour is payable to all levels of Paramedic up to and including IC Paramedic Year 6 when they are rostered by the service to perform any of the skills/duties nominated below.
- (ii) 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.



- (iii) 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.
- (iv) The following skills, with appropriate certification where required, will attract the Paramedic Specialist Allowance. These skills/duties will include:
 - Preceptor
 - Wilderness
 - Helicopter
 - USAR 2
 - Driving Instructor
- (v) This allowance absorbs all previous specialist remuneration arrangements.
- (vi) Preservation of Entitlements – Specialist Skills

Paramedics who were assigned a classification higher than the equivalent classification of IC Paramedic Year 6 as at 30 December 2008 and who were in receipt of an allowance of \$20 per shift when they were the nominated rostered person for the role in respect of helicopter or wilderness response activities in accordance with Clause 17 of the Tasmanian Ambulance Enterprise Bargaining Agreement 2004 at that date will have that entitlement preserved, whilst they remain currently certified to receive it.

16. ISOLATED STATIONS - RECRUITMENT AND RETENTION PACKAGE

The Chief Executive Officer may determine to offer an Isolated Stations Package to the successful applicant for a Branch Station vacancy. Components of any individual Isolated Stations Package are to be negotiated between the parties up to a maximum value of 10% of the Branch Station Officer base salary (BSO year 1).

This package is designed to meet individual needs and is intended to address access and amenities issues experienced by staff working in isolated areas.

Items that may form part of an Isolated Station Package include

- Payment of a fortnightly Allowance at a rate agreed between the individual and the Chief Executive Officer.
- Expenses associated with attendance at professional conferences and workshops including registration fees, travel and accommodation expenses.
- Costs associated with professional development activities such as ambulance related post graduate studies or relevant short courses, texts, CDS, audio devices and subscriptions.
- Leasing of personal computer and associated costs such as internet access.



- Utility costs including electricity, telephone rental (mobile and/or landline) and heating costs.

Application of this clause is at the discretion of the Chief Executive Officer. The details of any arrangement are to be contained within the employee's letter of appointment.

17. KILOMETREAGE AND TRAVEL

Entitlements to travel allowances will be in accordance with Schedule 2 of this Agreement subject to the following requirements.

- Where an employee has the use of a service vehicle for travelling outside of rostered hours of duty, no kilometre travel rate is payable.
- Where an employee has not been provided with a service vehicle only the distance in excess of the kilometres travelled from their normal place of residence to their place of employment is payable.
- Where an employee who is required to undertake work related travel and who is required to remain away from home overnight is provided with accommodation and/or meals, the corresponding travel allowance will not be payable.
- Kilometreage allowance currently being paid in accordance with the Tasmanian Ambulance Service Award will not be reduced.

18. HOURS OF WORK AND WORK ORGANISATION

(a) Fatigue Management

The parties recognise that safe working hours and fatigue management are mutual obligations between the employer and employee and agree to develop and implement a fatigue management policy within 6 months of the registration of this Agreement.

Matters to be included in the policy are:

- Recognition that fatigue management is a mutual obligation between the employer and employee.
- That employee requests for fatigue breaks are treated with alacrity and sensitivity to the workloads, roster requirements and health and well-being of the individual concerned.
- That, where a request for a fatigue break is accepted, AT will make arrangements to ensure the likelihood of interruption of the break is minimised including consideration of backfilling of positions.

Where a request for a fatigue break is not accepted, the Manager responsible for the decision will clearly outline the reasons for so deciding to the employee concerned.



(b) Meal Breaks

- (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 the Service.
- (ii) Where this occurs, and the employee has brought their meal from home, the employee will be offered the opportunity to retrieve that meal. Should the employer be unable to provide the employee with the opportunity to access that meal, the current meal allowance will apply.
- (iii) A communications policy will be developed outlining the procedure for the prioritisation of single station callouts.

(c) Performance Indicators

Ambulance Tasmania will develop and introduce a series of performance indicators that will assist in the measurement of services over the life of the Agreement. The performance indicators will be used to measure the aggregated performance of crews, stations, regional operational areas and on a statewide basis.

(d) Supervisor (Tactical Operations) – On Call Policy

The Supervisor (Tactical Operations) – On Call Policy is rescinded from the date of registration of this Agreement.

Where an employee who was appointed prior to 1 July 2007; and

- (i) has been permanently appointed to the position of Supervisor (Tactical Operations), and;
- (ii) continues to enjoy the private usage of a service vehicle in accordance with the former Supervisor (Tactical Operations) – On Call Policy; such employee may elect to have his/her existing arrangements preserved for the life of this Agreement.

All other notional or existing entitlements in respect of the application of the rescinded Supervisor (Tactical Operations) – On call policy are extinguished.

(e) Employee Health and Safety

The parties agree to adopt a joint approach to the development of practical procedures and policies which lead to better health and safety outcomes for AT employees.

In this context, AT undertakes to monitor the payment of meal allowances in each region and, where appropriate, adopt agreed strategies to reduce the incidence of untaken meal breaks across the Service

In addition a health and fitness improvement program will be developed and implemented. This program will reflect Department of Health and Human Services policies but will be tailored to suit AT needs.



(f) Ergonomic Assessments

AT agrees ergonomic assessments of Communications Centre workstations will occur as part of the development of the new Communications Centre.

Other ergonomic assessments will be conducted at the request of particular work groups or individuals according to the identification of needs under existing policy.

19. 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 four weeks' 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, Public Sector 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.

20. LEAVE ENTITLEMENTS

(a) Leave Loading Day Workers

- (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) 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 the State of Tasmania.
- (ii) 'Household' in respect of an employee means any person or persons who usually reside with the employee.
- (iii) 'Immediate family' 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.
- (i) '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 the State of Tasmania that provides for the registration or licensing of health practitioners.
- (ii) 'Personal Leave' means leave provided for:
 - (1) personal illness or injury; or
 - (2) to care for members of their immediate family or household who are sick and require care and support; or
 - (3) to care for members of their immediate family or household who require care due to an unexpected emergency.

(b) Amount of Personal Leave

- (i) Personal leave is available to an employee, when the employee is absent:
 - (1) due to personal illness or injury; or



- (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
 - (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 (c) 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 (composite rate where applicable).
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Personal Leave to Care for an Immediate Family or Household Member
- (i) An employee is entitled to use up to 76 hours personal leave, including accrued personal leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
 - (ii) Leave may be taken for part of a single day.
 - (iii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.
- (g) Sole person accessing leave
- In normal circumstances an employee is not to take leave for caring purposes where another person has taken leave to care for the same person.



(h) Employee Must Give Notice

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

- (i) 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.

As far as practicable the employee is to state:

- the nature of the injury or illness and;
- the estimated duration of the absence.

- (ii) As far as practicable an employee taking personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency is to give the employer:

- notice prior to the absence of the intention to take leave;
- the name of the person requiring care and their relationship to the employee;
- the reasons for taking such leave; and 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.

(i) Evidence Supporting Claim

Subject to subclause (j) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

- (i) Where evidence is required and where reasonably practicable to do so;
- (1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner
- (2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee
- (3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the



emergency and that such emergency resulted in the person concerned requiring care by the employee.

- (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate a statutory declaration made by the employee, stating the illness of the person concerned and where applicable that such illness requires care by the employee.
- (j) Days without medical certificate for personal injury or illness
 - (i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a certificate from a registered health practitioner.
 - (ii) A medical certificate from a registered health practitioner is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of 38 hours without a medical certificate in any personal leave year.
- (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

Personal leave on account of personal illness or injury is not to be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may 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.
- (m) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an expected 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 (h) and (i) are met.
- (n) Casual Employees – Caring Responsibilities
 - (i) Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their



immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.

- (ii) The employer and the employee are to agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An 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 to engage a casual employee are otherwise not affected.

(c) Bereavement Leave

The provisions of subclauses (a) to (f) 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 (g).

(a) Definitions

- (i) 'Household' in respect of an employee means any person or persons who usually reside with the employee.
- (ii) 'Immediate family' 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, of the employee or employee's spouse.

(b) Paid Leave Entitlement

In the event of the death of a member of the employee's immediate family or household an employee will be granted bereavement leave upon application being made to and approved by the employer without loss of pay or entitlement to continuous service for a period of up to ten days with the discretion of the employer to grant additional paid leave.

- (c) This clause has no application while the period of entitlement to leave under it coincides with any other period of entitlement to leave.



- (d) Provided that no payment will be made in respect of the employee's rostered days off.
- (e) Evidence Requirements

The employer may request evidence of death in the form of a death notice or other written evidence furnished by the employee to the satisfaction of the employer.
- (f) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.
- (g) Casual Employees
 - (i) Subject to the evidentiary requirements in subclause (e), casual employees are entitled to not be available to attend work, or to leave work, upon the death in Australia of an immediate family or household member.
 - (ii) The employer and the employee will agree on the period for which 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 two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An 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 casual employee are otherwise not affected.

21. TRAINING AND RELATED ISSUES

(a) Transition Period

The parties recognise that there will be a transition period relating to training and related issues during which the parties will need to discuss and implement policies to ensure that the training, recruitment and retention of paramedics continues to be actively addressed over the life of the Agreement

(b) Employment of Student Paramedics

The parties agree to develop a policy that will outline the circumstances under which employment of undergraduate student paramedics may occur. The policy will include the stipulation that employment of casual undergraduate student paramedics will commence in 2011 and will be subject to review prior to the expiration of the Agreement.

(c) Shift Roster Prior to Exams

Employees will be required wherever practicable to provide at least 4 weeks notice of scheduled exams as soon as possible after notice of the exam time has been issued. Where such notice is provided, and the exam is in respect of an approved ambulance related qualification, the student will not be required to work the night shift on the night prior to the exam.



22. RANK STRUCTURE AND NOMENCLATURE

The CEO will determine the rank structure for the organisation, nomenclature and visible insignia of position/rank from time to time which are commensurate with the requirements of command and control and the need to maintain inter-service operability.

23. PROVISION OF UNIFORMS

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

- (a) the Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
- (b) the Service will provide uniforms in accordance with the uniforms policy.
- (c) Uniforms shall be replaced by the Service upon condemnation.
- (d) the Service shall provide any other special clothing the Service requires an employee to wear.
- (e) 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 or upon the request of the Service.
- (f) any request for uniform replacement by an employee will not be unreasonably refused.

Provided that the implementation of this proposal will not result in a decline in uniform expenditure. The initial policy will include all items as currently listed in the Award. 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.

24. AMENITIES

(a) Facilities Management

The parties agree to jointly review the condition of AT facilities across the State within 12 months. The review team will be expected to prepare a report, and make recommendations to the Chief Executive Officer regarding priorities for asset management and expenditure over the next 3 years.

The Service agrees to develop a long term Asset management plan for the State in consultation with Asset Management Services.

(b) Home Garaging of Service Vehicles

In accordance with Government policy, or unless otherwise approved by AT, an employee provided with a vehicle for work purposes is not entitled to home garaging provisions. However, AT policy will permit an employee, upon approval, to garage an allocated vehicle overnight at home where work has been completed at a location other than the normal work location and where returning the vehicle to its



normal garage would require the employee to travel directly past the employee's normal place of residence.

Provided that the vehicle is returned to the Station or workplace prior to the commencement of the next morning shift, and provided that the vehicle is not required for any other purpose at the conclusion of the shift in question.

These policy requirements do not apply to employees who are on-call or scheduled to be on-call outside of normal working hours.

25. RESERVED MATTERS

Leave shall be reserved to the parties in respect of arrangements applicable to;

- (i) Staff employed in the State Communications Centre. Matters to be addressed include, but are not limited to, classification structure, pay rates, qualifications, rostering and work practices.
- (ii) Further discussion on the merits of implementing a separate Paramedic Specialist Classification. (Discussions to occur within 6 months of the Registration of this Agreement).
- (iii) Personal leave provisions in relation to the requirement that a medical certificate be provided after 38 hours of sick leave in any one personal leave year within the context of a whole of government solution.

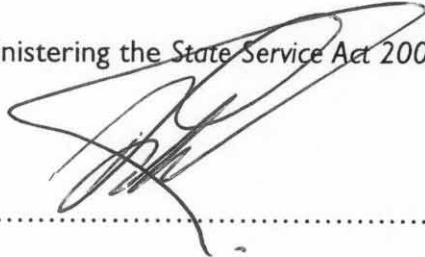


26. SIGNATORIES

This Agreement is made in Hobart on this ^{30th} of March, 2010.

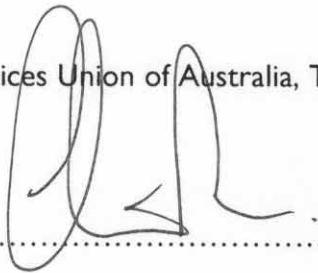
SIGNED FOR AND ON BEHALF OF

Minister administering the State Service Act 2000



SIGNED FOR AND ON BEHALF OF

Health Services Union of Australia, Tasmania No. 1 Branch



This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984



SCHEDULE I SALARIES

Old Class	Current Rate	New Class	Initial Rate	HeadLine Rate from 1 Dec 2009 (B1)	First Step 1/07/2010 (C)	headline rate from 1/12/10 (C1)	Second Step 1/07/2011 (D)	Headline rate from 1/12/11 (D1)	Final Rate 1/07/2012 (E)
(A)			(B)						
SAO 1	36,951	Paramedic Student Year 1	37,321	37694	40,000	40400	41,006	42031	42,451
SAO 2	38,142	Paramedic Student Year 2	38,523	38909	42,500	42925	43,569	44658	45,104
SAO 3	43,748	Paramedic Student Year 3	44,185	44627	46,250	46712	47,413	48598	49,084
		Paramedic Intern	0	0	47,500	47975	48,694	49912	50,411
AO 1	47,819	Paramedic Year 1	48,297	48780	50,000	50500	51,257	52539	53,064
AO 2	48,211	Paramedic Year 2	48,693	49180	51,500	52015	52,795	54115	54,656
AO 3	48,561	Paramedic Year 3	49,047	49537	53,000	53530	54,333	55691	56,248
AO (PE) 1	51,679	Paramedic Year 4	52,196	52718	54,500	55045	55,870	57267	57,840
AO (PE) 2	52,103	Paramedic Year 5	52,624	53150	56,000	56560	57,408	58843	59,432
AO (PE) 3	52,490	Paramedic Year 6	53,015	53545	57,500	58075	58,946	60419	61,024
ALS 1	53,792	IC Paramedic Year 1	54,330	54873	60,000	60600	61,509	63046	63,677
AO (ALS) 2	54,215	IC Paramedic Year 2	54,757	55305	60,500	61105	62,021	63572	64,207
AO (ALS) 3	54,621	IC Paramedic Year 3	55,167	55719	61,000	61610	62,534	64097	64,738
AO ALS/PE	57,158	IC Paramedic Year 4	57,730	58307	61,500	62115	63,046	64622	65,269
AO ALS/PE	57,687	IC Paramedic Year 5	58,264	58847	62,000	62620	63,559	65148	65,799
AO ALS/PE	58,173	IC Paramedic Year 6	58,755	59342	62,500	63125	64,071	65673	66,330
Flight Para	60,879	Fixed Wing Flight Paramedic	61,488	62103	68,000	68680	69,710	71452	72,167
BSO Ambulance	53,595	BSO Year 1	54,131	54672	60,000	60600	61,509	63046	63,677
BSO PE	58,339	BSO Year 2	58,922	59512	62,500	63125	64,071	65673	66,330
BSO ALS	60,879	BSO ICP Year 1	61,488	62103	68,000	68680	69,710	71452	72,167
BSO ALS & PE	65,001	BSO ICP Year 2	65,651	66308	69,500	70195	71,247	73029	73,759
Vol Educator	60,759		61,367	61980	63,500	64135	65,097	66724	67,391
Vol Educator	61,431		62,045	62666	64,500	65145	66,122	67775	68,453
Vol Educator	61,909	Paramedic Educator Level 1	62,528	63153	65,500	66155	67,147	68826	69,514
CSO 1	65,001	CSO Year 1	65,651	66308	70,000	70700	71,760	73554	74,290
2	65,515	CSO Year 2	66,170	66832	70,500	71205	72,273	74079	74,820
CSO 3	66,025	CSO Year 3	66,685	67352	71,000	71710	72,785	74605	75,351
Comms Stud	41,146	Comms Officer Student	41,557	41973	43,000	43430	44,081	45183	45,635
Comms Officer 1	43,316	Comms Officer Year 1	43,749	44187	45,500	45955	46,644	47810	48,288
Comms Officer 2	45,554	Comms Officer Year 2	46,010	46470	48,000	48480	49,207	50437	50,941
Comms Officer 3	47,871	Comms Officer Year 3	48,350	48833	50,500	51005	51,770	53064	53,595
Comms Officer 4	50,313	Comms Officer Year 4	50,816	51324	53,000	53530	54,333	55691	56,248
Senior Comms	52,777	Senior Comms Officer	53,305	53838	55,500	56055	56,895	58318	58,901
	66,525	Clinical Deployment Officer	67,190	67862	71,500	72215	73,298	75130	75,881
Ambulance Educator	70,458	Paramedic Educator Level 2	71,163	71874	90,799	91707	93,083	95410	96,364
Supervisor	67,056	Amb Manager Level 1	67,727	68404	73,301	74034	75,145	77024	77,794
Operation Mgr	80,901	Amb Manager Level 2	81,710	82527	95,698	96655	98,105	100558	101,563
Superintendent	89,893	Amb Manager Level 3	90,792	91700	113,747	114885	116,608	119523	120,718
	99,000	Amb Manager Level 4	99,990	100990	119,434	120629	122,438	125499	126,754



SCHEDULE 2 TRAVEL ALLOWANCE

(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	201.00
Canberra	145.00
Darwin	159.00
Melbourne	173.00
Perth	164.00
Sydney	183.00
Tasmania	117.00

Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	22.30
Lunch	Applicable 12.30 – 2.00pm	25.00
Dinner	Applicable 6.00pm – 7.30pm	43.00

Incidental Expenses

Payable per overnight stay: \$16.50

- (2) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2009/15, Table I. 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 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

- (1) 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.
- (2) 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.
- (3) 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 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</u> <u>2 litres and above</u>	<u>Rate 2</u> <u>Less than 2 litres</u>
First 10,000 kilometres	71.81 (100%)	61.76 (86%)
Any additional kilometres	38.06 (53%)	33.03 (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 1</u> <u>2 litres and above</u>	<u>Rate 2</u> <u>Less than 2 litres</u>
First 10,000 kilometres	47.87 (100%)	41.17 (86%)
Any additional kilometres	25.37 (53%)	22.02 (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 stationed in Category R as provided in Part V – Expense and Other Allowances, Clause I - Location Allowances, subclause (a)(iii)(1) thereof - \$24.70 per month plus \$9.90 per 1,600 kms travelled on duty.
 - (2) Where stationed in Category B as provided in Part V - Expense and Other Allowances, Clause I - Location Allowances, subclause (a)(iii)(2) thereof - \$16.40 per month plus \$9.90 per 1,600 kms travelled on duty.
 - (3) 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.
 - (4) Where authorised to use a trailer attached to the motor vehicle 2.97 cents for each kilometre travelled on duty with the trailer attached.
 - (5) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
 - (6) 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.

