Department of Health and Human Services

Industrial Relations Act 1984
Section 55

Ambulance Tasmania
Agreement 2013

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 2013.

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 2014 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 2012.

Negotiations for a replacement Registered Agreement will begin no later than 31 May 2014. 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 6 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.

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.

**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.

**Flight Paramedic - Fixed Wing** 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 - Fixed Wing position within the Ambulance Tasmania Fixed Wing Squad on a permanent basis.

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 and aero medical skills every 3 years or as determined by the Service.
The Flight Paramedic - Fixed Wing is responsible for the effective and appropriate application of patient care skills, including intensive care, in a time critical environment on the fixed wing aircraft plus the transport of patients by fixed wing aircraft or other means.

**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 within the Ambulance Tasmania Helicopter Squad on a permanent basis. 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 and 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 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 – WAGE INCREASES**

The following increases will apply to employees covered by this Agreement and will be paid in accordance with Schedule 1.

- A wage increase of 2% from the first full pay period on or after 1 December 2012
- A further wage increase of 2% from the first full pay period on or after 1 December 2013

13. **Work Value Claims**

Any work value claim made subsequent to the registration of this agreement that results in any salary increases will be taken into account and be offset by the wage increases 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 1.

(a) **Progression in the Classification Structure**

(i) 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.

(ii) 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.

(iii) Promotion to all classification levels above the entry level (Paramedic) classification is subject to vacancy.

(iv) 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.
15. **ALLOWANCES**

(a) **Disturbance Allowance**

(i) An employee classified at Manager – Level 1 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
- USAR 2
- Driving Instructor

(v) This allowance absorbs all previous specialist remuneration arrangements for the above skills/duties.

(c) **Availability (On Call) Allowance**

(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:

1. Fit for duty; and
2. Readily contactable while so rostered or directed; and
(3) Able to resume duty.

(ii) An employee required to be available is to be paid $3.50 per hour for each hour the employee is required to be available.

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.

(a) Where an employee has the use of a service vehicle for travelling outside of rostered hours of duty, no kilometre travel rate is payable.

(b) 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.

(c) 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.
18. HOURS OF WORK AND WORK ORGANISATION

(a) Meal Breaks

(i) One paid time meal break of 25 minutes duration shall be allowed for officers working a shift of up to and including 12 hours. Two meal breaks of 25 minutes duration shall be allowed for officers working shifts of up to 14 hours duration.

(ii) For officers working a shift of up to and including 12 hours duration, the meal breaks shall be taken in a 2.5 hour window starting in the fifth hour from the commencement of the shift or as agreed between the parties.

(iii) For officers working shifts of up to 14 hours duration, the first break shall be taken in a window of 2.5 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 2.5 hours from start of the tenth hour from the commencement of the shift or as agreed between the parties.

(iv) In the circumstances where a meal break has not been provided in accordance with Sub clauses (i), (ii) and (iii) above;
   a. The employee shall be entitled to a meal allowance of $20.00
   b. If the meal break has not been provided after a further 1 hour from the times specified in the sub clauses 9i), (ii) and (iii), the employee shall be entitled to a further payment of $20.00 in addition to the payment in (iv) (a) to which he/she is already entitled.
   c. Employees will not receive more that $40.00 in any shift for missed meal breaks.

(v) 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.

(vi) 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.

(b) 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.
(c) Roster Notice Period

The roster shall be in accordance with the provisions of Clause 14 of the Award and exhibited in each station. The roster shall show 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 shall be kept affixed or posted in a conspicuous part of the premises in which the employees subject to this award work and where it may be readily seen by such employees and the Health and Community Services Union.

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 country 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.

(d) 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.

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

(1) 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 employee's 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.

(2) Personal Leave

The provisions of subclauses (a) to (l) and (m) 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 (m).

(a) Definitions

(i) **An employee experiencing family violence** means a person against whom family violence is directed.

(ii) **Family Violence**" means conduct as defined by S.7 of the Family Violence Act 2004.

(iii) 'Health Practitioner' means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of Australia.

(iv) 'Household' in respect of an employee means any person or persons who usually reside with the employee.

(v) '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.

(vi) '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.

(vii) '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;
4. due to the employee experiencing family violence to attend to
   health issues or legal, financial, housing, child care or other issues
   arising from family violence.

(viii) ‘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
4. due to the employee experiencing family violence in which case the
   employee may access personal leave entitlements to attend to any
   of the following matters:

Attend medical/counselling appointments

- Maintain safe housing
- Access Police service
- Attend court hearings
- Access legal advice
- Organise child care or education matters
- Attend to financial matters
- Maintain support networks with children, family and others; and
• Undertake other related activities

(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 (excluding overtime or penalties). Composite rate is payable 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 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.

(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 to provide care of.
support at the same time as another person who has taken leave to care or support for the same person.

(h) 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) As far as practicable and taking into consideration appropriate confidentiality requirements an employee taking personal leave to attend to matters associated with family violence is to give the employer:

- notice prior to the absence of the intention to take leave;
- the reasons for taking such leave; and
- the estimated length of absence.

(iv) 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

(i) 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.
(ii) 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;

(4) for leave to attend to matters relating to family violence, documentation or contact information (with an appropriate authority from the employee) from any of the services/professional support services listed below is considered acceptable:

- Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court); or
- Employee Assistance Program (EAP) provider; or
- Specialist counselling or women's refuge service; or
- Legal service; or
- Medical/Health practitioner.

(iii) 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) and (4), a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.

(iv) 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.

(v) Other than an application for personal leave under sub-clause (iv), an application for personal leave that is not supported by the evidence required under subclause (i) (i), (ii) and (iii) will not be accepted.
(j) 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.

(k) 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:

(a) accept the employee’s response as verifying the application; or

(b) counsel the employee regarding future applications; or

(c) 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 (i)(ii) (i.e. cannot be replaced by a Statutory Declaration); or

(d) 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 XII (3) – Grievance and Dispute Settling Procedure.

(l) 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 (h) and (i) are met.

(m) Casual Employees

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 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.

(3) Bereavement Leave

(a) Entitlement

Bereavement leave is a paid leave entitlement to support eligible employees during a period of grieving at the death of a person with whom they have had a significant relationship to attend the funeral and to undertake any necessary arrangements due to the death.

(b) Application

The provisions of subclauses (c) to (h) 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 (i).

(c) 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.

3. The employer acknowledges that employees may have significant relationships outside of those specified in sub-clause (c) (i) and (ii) and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of the employer.
(d) Paid Leave Entitlement

(i) In the event of the death of a member of the employee's immediate family or household, an employee is to 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 on each occasion, with the discretion of the employer to grant additional paid leave.

(ii) Bereavement leave may be taken in more than one period but is not to exceed the amount specified in this sub-clause and must be taken within three months of the death of the person to whom the employee has a significant relationship.

(e) Relationship to Other Paid Leave

This clause does not apply when an employee is absent from work due to any other form of paid leave.

(f) Rostered Days Off

This clause does not apply when an employee is absent from work due to any other form of paid leave.

(g) Evidence Requirements

The employee is to provide evidence satisfactory to a reasonable person to support an application for bereavement leave according to this clause.

(h) Unpaid Bereavement Leave

The employee may take unpaid bereavement leave by agreement with the employer.

(i) 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 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 two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(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 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.

(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) 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. STATE COMMUNICATIONS CENTRE ROSTER ARRANGEMENTS

A modified 4 x 4 roster will be introduced into the Statewide Communications Centre to commence prior to the expiration of this agreement. A feature of the modified roster will be average working hours of 40 per week for full time staff.

The roster will have predominantly approximately 12 hour shifts for day and night duty.
26. SIGNATORIES

This Agreement is made in Hobart on this 3rd of February, 2016.

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

13/2/14

A. Mahoney
### SCHEDULE I  SALARIES

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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**

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<thead>
<tr>
<th>Accommodation Venue</th>
<th>Overnight Accommodation</th>
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<tbody>
<tr>
<td>Adelaide</td>
<td>$157.00</td>
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<tr>
<td>Brisbane</td>
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<td>Canberra</td>
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**Meal Allowances**

(Preceding or following an overnight absence)

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<tr>
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<th>Applicable Time</th>
<th>Rate</th>
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<td>Lunch</td>
<td>12.30 – 2.00pm</td>
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<tr>
<td>Dinner</td>
<td>6.00pm – 7.30pm</td>
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</table>

**Incidental Expenses**

Payable per overnight stay: $18.20

(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 choose 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:
**Annual Kilometres Travelled**
**On Duty in a Financial Year**

<table>
<thead>
<tr>
<th></th>
<th>Cents per Kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate 1</td>
</tr>
<tr>
<td></td>
<td>2 litres and above</td>
</tr>
<tr>
<td>First 10,000 kilometres</td>
<td>71.81 (100%)</td>
</tr>
<tr>
<td>Any additional kilometres</td>
<td>38.06 (53%)</td>
</tr>
</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th></th>
<th>Cents per Kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate 1</td>
</tr>
<tr>
<td></td>
<td>2 litres and above</td>
</tr>
<tr>
<td>First 10,000 kilometres</td>
<td>47.87 (100%)</td>
</tr>
<tr>
<td>Any additional kilometres</td>
<td>25.37 (53%)</td>
</tr>
</tbody>
</table>

(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.
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<tr>
<th>Class</th>
<th>Initial Rate 01/07/2012</th>
<th>Rate/Inc 12/22/2023</th>
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<td>Paramedic Student Year 2</td>
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<td>Paramedic Student Year 3</td>
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