

TASMANIAN INDUSTRIAL COMMISSION

Matter T15375 of 2026

Ambulance Tasmania Award

SECTION 23(1) *INDUSTRIAL RELATIONS ACT 1984*

MINISTER ADMINISTERING THE *STATE SERVICE ACT 2000*

OUTLINE OF SUBMISSION

Introduction

1. This application, made pursuant to s23(1) of the *Industrial Relations Act 1984*, seeks to vary the Ambulance Tasmania Award (the Award), by consent of the parties, being the Minister Administering the *State Service Act 2000* (MASSA) and the Health and Community Services Union (HACSU).
2. These Award variations form part of the total package for the wage negotiations for the Ambulance Tasmania Industrial Agreement 2025 (the Agreement) and, unless otherwise specified, are to be operative from the first full pay period commencing on or after the date of registration of the Ambulance Tasmania Industrial Agreement 2025 as agreed the Letter of Offer dated 29 May 2026.
3. The Ambulance Tasmania specific conditions that are the subject of this application are as follows:
 - Introduction of new Classification Descriptors (Part II, Clause 1).
 - Consequential updates to salary progression (Part II, Clause 7).
 - Replacement of the existing Clinical Coach Allowance clause with the new Mentor Allowance clause (Part III, Clause 5).
 - Amendments to the Management of Meal Break clause to extend relevant entitlements to Flight Paramedics and provide that the Spoiled Meal Allowance is payable per occasion (Part III, Clause 6).
 - Amendment to provisions for Accrued Days Off (ADO) for day workers to enable accumulation of ADO's over a 12-month period (Part VII, Clause 1).
 - Amendment to the relevant subclause to clarify that certain provisions regarding the production of rosters do not apply to 'day workers', as defined (Part VII, Clause 3).
 - Amendment to expand upon and enhance clarity for the definition of 'travel to and from work' as relates to the Availability (On Call) Allowance (Part VII, Clause 5).
 - Addition of a new subclause to clarify that the entitlement associated with the provision of uniforms does not apply to employees undertaking the role of Paramedic Immuniser (Part IX, Clause 1).

OFFICIAL

- Addition of two new bullet-points under Appendix 2 quantifying the travel time associated with attendance at meetings held in specific locations for the purpose of calculating payable salary (Appendix 2).
 - Delete subclause 3(c) under Part VII (as should have occurred as a component of matter T14758 of 2020). Full details as below.
4. This application also seeks to vary and insert the new and enhanced Tasmanian State Service (TSS) Standards leave and conditions of employment which have formed part of the total package for the Agreements, as part of the Employer's commitment to maintain a contemporary workforce.
5. The new and enhanced TSS Standards leave and conditions are as follows:
- New - Introduction of Right to Disconnect provisions (Part VI, Clause 4).
 - Update - Parental Leave clause - A reduction in the qualifying period for taking paid parental leave from 12 months to 40 weeks (Part VIII, Clause 6).
 - Update - Personal Leave clause - Increasing the amount of personal leave that can be used for carers leave per year (Part VIII, Clause 3).
 - Update - Personal Leave clause - introduce use of personal leave to attend medical appointments (Part VIII, Clause 3).
 - Update - Definition of 'immediate family' - to include 'niece, nephew, aunt and uncle' in Personal Leave, Compassionate and Bereavement Leave and Family Violence Leave provisions.
 - Update - Compassionate and Bereavement Leave clause - relaxation of the evidence requirements for Compassionate and Bereavement Leave (Part VIII, Clause 4).
 - Update - Family Violence Leave clause - increasing entitlement from 20 to 25 days per annum and clarification on the access to family violence for fixed-term casual employees (Part VIII, Clause 8).
 - Update - Gender Affirmation Leave clause - clarification that leave does not have to be used within 52 weeks of first accessing the leave and ability to access 4 weeks continuous leave at half-pay over 8-weeks (Part VIII, Clause 12).
 - New - Pregnancy Loss Leave clause - combining previous clauses in parental and bereavement leave dealing with pregnancy loss into a new single clause (Part VIII, Clause 15).
 - New - Reproductive Leave clause (entitlement to 5-days leave per personal leave year, non-cumulative, and available pro rata for part-time employees) (Part VIII, Clause 14).
 - Update - Workplace Delegates clause - new provisions to enable part-time employees and shift worker delegates to rearrange work patterns to attend union-endorsed courses or conferences that occur outside of regular rostered hours, or in exceptional circumstances where this cannot be re-arranged, payment at ordinary hours (Part X, Clause 1).

6. Finally, this application includes one ancillary matter unrelated to the outcomes of recent negotiations – however, it does constitute a mutual interest of the parties as a residual issue arising from Award variations made in relation to the Ambulance Tasmania Industrial Agreement 2019 (matter T14758 of 2020).
7. The following outlines the submissions to the specific variations that have been sought.

Classification Descriptors

8. The existing 'Work Level Descriptors' as found under Part II, Classifications, Salaries, and Related Matters - Clause 1 are to be deleted and replaced with a new clause titled 'Classification Descriptors'.
9. The classification descriptors are aligned to the new Classification Structure being implemented via Clause 8. 'New Classification Structure and Translation' of the Ambulance Tasmania Agreement.
10. The new Classification Descriptors are divided into 4 streams as follows –

Paramedic Stream

- Paramedic Student
- Paramedic Intern
- Paramedic Level 1
- Paramedic Level 2
- Mental Health Emergency Response Paramedic (MHERP)
- Primary Care Paramedic
- Intensive Care Paramedic
- Extended Care Paramedic
- Critical Care Flight Paramedic – Fixed Wing
- Critical Care Flight Paramedic – Rotary Wing
- Branch Station Officer Level 1
- Branch Station Officer Level 2

Communication Stream

- Emergency Communications Officer Level 1
- Emergency Communications Officer Level 2

- Communications Team Leader
- Communications Centre Educator
- Secondary Triage Paramedic

Education Stream

- Clinical Support Officer
- Paramedic Educator Level 1
- Paramedic Educator Level 2

Management Stream

- Ambulance Manager – MAN1
- Ambulance Manager – MAN2
- Ambulance Manager – MAN3
- Ambulance Manager – MAN4

11. The revised Classification Structure contains four new positions that did not exist in the previous classification structure; two from the Paramedic Stream - Mental Health Emergency Response Paramedic (MHERP) and Primary Care Paramedic, and two from the Communications Stream - Secondary Triage Paramedic and Communications Centre Educator.
12. A Paramedic Immuniser (previously Ambulance Tasmania Paramedic Immuniser Agreement 2022) is now a Paramedic Level 1 in the new and revised structure as part of the Paramedic Stream.
13. The Classification Descriptors within each stream for each classification set out the essential requirements. Where an employee is required to hold a particular qualification and they do not possess the requisite qualification it is for the Commissioner of Ambulance (or delegate) to determine whether an equivalent qualification meets the essential requirements.

Calculation of Hourly Rate for Fixed-Term Casual Employees

14. As referred under para 6 above this variation to Clause 2 of Part II refers to an agreed matter arising from an outstanding anomaly from the Ambulance Tasmania Industrial Agreement 2019 negotiations.
15. The parties note that as a component within matter T14758 of 2020 a new subclause 2(c) was introduced under Part II of the Award, which according to the associated MASSA submissions (refer page 4.) '... resulted from the negotiation [for the Ambulance Tasmania Industrial Agreement 2019 process, whereby parties agreed to provide clarity around the payment arrangements for casual employees'. However, upon review it is apparent that the

application failed to seek deletion of the previous clause dealing with this subject, being incorporated under Part VII, Clause 3(c) 'Shift Penalties – Casual Employees'.

16. The parties have been aware of this issue for approximately 18 months, and whilst the source of the discrepancy had been identified and arrangements made to defer to the provisions of Part II Clause 2(c) alone, this application now seeks to vary the award and delete Part VII Clause 3(c) to ensure that there is no longer any discrepancy.
17. Additionally, the parties request minor amendments as per the application to Part II, Clause 2(c) to:
 - Ensure references to 'casual employee' are changed to reference to 'fixed term casual employee';
 - Remove a duplicate reference to the relevant rate for Sunday shifts Part II clause 2(c)(v); and
 - Add a new subclause 2(d) to provide the casual loading rate as being 25%, as aligns to the structure of other TSS Awards.

Salary Progression

18. The salary progression subclauses under - PART II – Classifications, Salaries and Related Matter, Clause 7 – Salary Progression have been updated to reflect the revised new Classification Structure.
19. The changes have occurred for the classification and progression arrangements for Emergency Communications Officer Level 1 and Level 2.

Mentor Allowance

20. The new Mentor Allowance has replaced the previous Clinical Coach Allowance which is deleted and is distinct from the Preceptor Allowance.
21. The new Mentor Allowance applies to specific roles as identified in the clause.
22. The allowance is payable where an eligible employee is rostered to provide structured workplace mentoring, coaching, skills development above and beyond normal supervisory duties to another employee who is working in the same classification as the employee.

Management of Meal Breaks

23. The application seeks to delete Part III clause 6(d)(i) specific to Flight Paramedics in relation to management of meal breaks from the Award.
24. As a result of this deletion of clause 6(d)(i) all employees are covered by the remaining provisions including Flight Paramedics.
25. The application seeks to insert additional wording under subclause 6(g)(i) 'Spoiled Meal' to provide that the Spoiled Meal Allowance of \$29.20 can be

applied more than once i.e. on each occasion. There is no limit to the number of times that allowance may be paid.

Right to Disconnect

26. A new State Service Standard clause is inserted under Part VI – Workplace Flexibility, at Clause 4.
27. The right to disconnect is based on the key principles that an employee's period of leave must be respected and that employees must not be expected to routinely perform work outside of the employee's working hours other than in an emergency, incident response situation, or in relation to genuine welfare matters.
28. This new clause establishes an employee's right to disconnect from work and refrain from engaging in work-related activities such as emails or phone calls outside of the employee's working hours, including during periods of leave and rostered days off, unless the refusal is unreasonable.
29. The clause also sets out the circumstances when it may be considered reasonable for the Employer to contact an Employee outside of working hours and when it is reasonable for the employee to refuse to respond or ignore that contact.
30. This new clause preserves the appropriate management practices that exist currently in the TSS, that managers should not be routinely contacting employees and expecting them to respond outside of working hours, unless there is a reasonable basis for doing so.
31. The right to disconnect clause does not prevent a manager from being able to continue to contact employees, provided they have considered the reasons for the contact in the context of the new provision, and the contact is reasonable.
32. The right to disconnect is not applicable where an employee is required by the employer to be 'on-call' or on 'availability' or where they have been directed by the employer to perform overtime.
33. The clause provides that employees shall not be penalised or disadvantaged as a result of exercising their right to reasonably refuse to respond to contact from their employer outside of the employee's working hours under this clause.

Hours of Work - Accrued Days Off (ADO)

34. In this variation a new subclause 1(b) has been inserted – ADO Accumulation.
35. The current clause has been incorporated under subclause 1(a) and provides for the current practice of the 19-day month.
36. The new Clause 1(b)(i) provides that notwithstanding the standard practice, workers may accumulate ADOs for a period of up to 12 months provided that they may be taken within agreed period in the 12-month period.

Shift Work - Rosters

37. The variation seeks a minor amendment, being the addition of the words 'Day Worker, as defined' under the asterisked section of subclause (b)(iv), as is within the existing Part VII, Hours of Work and Overtime - Clause 3 'Shift Work'.
38. This change is intended to mitigate the present ambiguity under the clause which states 'Excludes where rostered for day work Mon-Fri...', to ensure this is read as Day Workers ('as defined') and not Shift Workers performing a day shift.

Shift Work

39. The variation seeks to delete subclause 3(c) 'Shift Penalties - Casual Employees' as per paras 14. – 16., inclusive, above.

Availability (On Call) Allowance

40. The application seeks to update and vary Part VII clause 5(1)(a)(i) to confirm the time and calculation for travelling to and from work when an employee is recalled or required to attend duty during a period of 'On-Call'.

Personal Leave

41. As part of the TSS Standard conditions, Part VIII, subclause 3(a)(iii)(2) is varied to expand the definition of immediate family to include 'niece, nephew, aunt and uncle' of employee and employee's spouse.
42. A new subclause has been inserted at Part VIII, subclause 3(g) to provide that accrued paid personal leave may be used for the purpose of attending medical appointments for diagnostic purposes with a registered health practitioner.
43. This amendment clarifies and broadens access to personal leave for an employee to manage a greater range of health needs, including preventative care or medical procedures to support an employee's health and wellbeing and to prioritise preventative health appointments.
44. Subclause 3(h)(i)(2) has been amended to include that personal leave to care for an immediate family or household has been extended to include attendance at medical appointments as well.
45. The same reasonable notice and evidentiary requirements apply.
46. Subclauses 3(a)(v)(4) and 3(b)(i)(4) has been updated to reflect the new provision.
47. Part VIII, subclause 3(h)(i) has been amended to increase the maximum annual cap for use of personal leave to care for an immediate or household member, from 76 hours to 152 hours (or 20 full rostered shifts) for full time employees.

48. The ability to extend beyond the limit remains.

Compassionate and Bereavement Leave

- 49. As part of the TSS Standard conditions, the definition of "Bereavement Leave" is varied to remove references at Part VIII, subclause 4(a)(ii)(2) and (3) relating to miscarriage and stillbirth, as these matters are now addressed in the standalone Pregnancy Loss Leave clause at Part VIII clause 15.
- 50. Part VIII, subclause 4(c)(v) has been updated to remove "pregnancy loss" as a reason for bereavement leave being taken and exists in its own standalone clause.
- 51. Part VIII, subclause 4(b)(ii)(2) is varied to expand the definition of immediate family to include 'niece, nephew, aunt and uncle' of employee and employee's spouse.
- 52. The evidence requirements at Part VIII, subclause 4(g) have been amended to clarify that evidence is not required to be provided in these circumstances, and in any certain situations where it may be necessary to provide a form of evidence, a statutory declaration can be provided.

Parental Leave

- 53. Part VIII, Clause 6 – Parental Leave is varied to reduce the qualifying period for eligible employees including eligible fixed-term casual employees to access parental leave after 12 months continuous service to after 40 weeks continuous service.
- 54. This provides an improved access to parental leave, that continues to support gender equality in the TSS, and the leave that is available to employees in connection with the birth and care of a child.
- 55. This reduction in the qualifying period for parental leave includes the eligibility for both Primary and Secondary Caregiver Leave, Paid Adoption Leave (for primary and secondary caregivers) and Grandparent Leave.
- 56. The normal rate of pay definition has been updated to include the average of the hours worked by the employee if the period of employment is less than 12 months but 40 weeks or more to encompass the change in the qualifying period.
- 57. Previous subclauses (d)(iii) and (d)(iv) of the Special Parental Leave provision are removed as a consequence of the introduction of the new standalone Pregnancy Loss Leave clause, at Part VIII, Clause 15.
- 58. Subclause o(ii) has been amended as previously the reference was incorrect.

Family Violence Leave

- 59. Part VIII, subclause 8(b)(iv)(2) is varied to expand the definition of immediate family to include 'niece, nephew, aunt and uncle' of an employee and employee's spouse.

- 60. Part VIII, subclause 8(d)(i) is varied to increase the entitlement to Family Violence Leave from up to 20 days to up to 25 days paid leave to support an employee who is experiencing family violence.
- 61. Subclause 8(d)(ii) remains unchanged, allowing the Head of Agency (or authorised person) to approve paid Family Violence Leave in excess of 25 days.
- 62. Subclause 8(k) relating to fixed-term casual employees who may experience family violence is amended to clarify the operation of Family Violence Leave.
- 63. The revised sub-clause provides that a fixed-term casual employee who experiences family violence is entitled to leave work or not be available for work and be paid where they would have worked, or would have been expected to work, including applicable penalty rates, had they not accessed Family Violence Leave.
- 64. The rate of payment for a fixed-term casual employee, who is entitled to be paid, is the employee's full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered or expected to be rostered.
- 65. Subclause 8(k)(iii) clarifies that a fixed-term casual employee is entitled to advise the employer of being unavailable to work for a period of time due to family violence and where the employee is not entitled to payment under subclause (ii), such period is unpaid.

Gender Affirmation Leave

- 66. A greater flexibility in access to this leave has been provided as the previous reference to an employee accessing their entitlement to gender affirmation leave up until 52 weeks after they commence the process of affirming their gender has been removed.
- 67. The revised subclause 12(c)(i)(2) introduces greater flexibility for employees to access up to a continuous period of eight weeks leave (40 days) at half pay.

Reproductive Leave

- 68. Reproductive Leave is a new entitlement introduced to provide additional leave for employees who are unable to work due to reproductive issues as defined in subclause 14(a)(iv).
- 69. The new entitlement provides 5 days paid leave, pro-rata for part-time employees, per personal leave year. Reproductive Leave may be taken for a part of a single day, is non-cumulative, and is not able to be used for caring purposes.
- 70. The notice and evidence requirements are provided for at subclause 14(c) noting that they are in line with the requirements of Personal Leave.

Pregnancy Loss Leave

71. Pregnancy Loss Leave is introduced as a new standalone clause at Part VIII, Clause 15 of the Award.
72. Pregnancy Loss leave is available to support employees who have experienced a pregnancy related loss. The new clause consolidates and relocates existing entitlements relating to miscarriage and stillbirth, which were previously contained within the Compassionate and Bereavement Leave provisions and the Special Parental Leave provisions.
73. The definition of "*a stillborn child*" has been updated to adopt more sensitive and less confronting language.
74. Employees are entitled to Pregnancy Loss Leave of up to 10 days paid leave in the event of stillbirth or pregnancy loss, previously accessed through the Bereavement Leave provisions.
75. The entitlement to access up to 52 weeks of parental leave (including up to 18 weeks of paid primary caregiver leave) where a pregnancy terminates other than by the birth of a living child (at or after 12 weeks) is now reflected within this clause, having previously been provided for under the Special Parental Leave provisions.
76. Subclause 16(d) provides that where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 28 weeks before the expected date of birth (at or after 12 weeks) the employee is entitled to up to 52 weeks parental leave, including 18 weeks paid parental leave in accordance with Part VIII Clause 2 of this award, certified as necessary by a registered medical practitioner. Noting this was previously provided for as part of the Special Parental Leave provisions of the Award.

Workplace Delegates

77. Part X clause 1 has been amended to include three new subclauses at subclause 1(c) to provide for the arrangements for part-time employees and shift workers to attend union-endorsed courses or conferences.
78. These amendments recognise that where part-time employees and shift workers request to utilise their paid training leave days that in the first instance re-arrangement of their work pattern will be agreed between the employee and employer, so that the union-endorsed course or conference can be attended and paid as part of the employee's work pattern or rostered workday.
79. When there are exceptional circumstances, and arrangements cannot be made to rearrange the work pattern or rostered workdays, employees will be paid at their normal rate of pay whilst in attendance at the union-endorsed course or conference.

Provision of Uniforms

80. A new subclause is installed under Part XI, Clause 1(b) clarifying that the broader entitlements under the clause for the provision of uniforms to employees do not extend to Paramedic Immunisers.

Shift Worker Attendance at Meetings - Appendix 2

81. Two new dot points are to be added under subclause (h) of Appendix 2, prescribing the relevant durations of travel time associated with attendance at meetings at Campbell Town.
82. The provisions are for payment at single time on a set basis as per:
- 3.25 hours for Hobart/Campbell Town return
 - 1.75 hours for Launceston/Campbell Town return

s36 Industrial Relations Act 1984 - Public Interest

83. It is submitted that there is nothing to prevent the Commission making this consent variation to the Award and the public interest is satisfied consistent with s36 *Industrial Relations Act 1984*.

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:



Name: Jane Fitton

Director, Workforce Management and Employment

Date: 31 July 2026