IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.2399 of 1990
IN THE MATTER OF AN APPLICATION
BY THE TASMANIAN PUBLIC SERVICE
ASSOCIATION TO VARY NOMINATED
PUBLIC SECTOR AWARDS

AND

T.2586 of 1990
IN THE MATTER OF AN APPLICATION
BY THE AMBULANCE EMPLOYEES'
ASSOCIATION OF TASMANIA TO VARY
THE TASMANIAN AMBULANCE
SERVICE AWARD

RE: STRUCTURAL EFFICIENCY
PRINCIPLE

ORDER -

No. 1 of 1990
(Consolidated)

AMEND THE TASMANIAN AMBULANCE SERVICE AWARD BY DELETING ALL CLAUSES
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

S004
1. TITLE

This award shall be known as the "Tasmanian Ambulance Service Award".

2. SCOPE

Subject to the exceptions and conditions contained herein, this award shall apply to persons permanently or temporarily employed under the provisions of the Tasmanian State Service Act 1984; whether on a part-time or full-time basis who occupy a position covered by this award.

3. ARRANGEMENT

<table>
<thead>
<tr>
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<td>Title</td>
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4. **DATE OF OPERATION**

This award shall come into operation from the beginning of the first full pay period to commence on or after 18 July 1990.

**PROVIDED** that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission State Wage Case of 30 October 1989) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except where consistent with those principles.

5. **SUPERSESSION AND SAVINGS**

This award incorporates and supersedes the Tasmanian Ambulance Service Award (No. 6 of 1989 - Consolidated).

**PROVIDED** that, no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

**PROVIDED ALWAYS** that the provisions of the Tasmanian State Service Act 1984 and regulations thereof, shall continue to apply to employees or classes of employee covered by this award as and where such Act and regulations are applicable, save insofar as the salary to be received by, and the conditions of service of such employees or classes of employee are inconsistent with the provisions of this award.

(a) **General**

Nothing herein contained shall be taken to reduce the wage rates or conditions of any employees who are in receipt of higher wage rates and/or conditions of employment as at 6 August 1987. However, in the case of new appointments subsequent to that date, these employees will be subject to the terms of this award.

(b) **Annual Leave (Southern Region)**

Employees who were employed prior to 17 September 1984 and who remain attached to the Southern Region shall be allowed, in addition to the leave prescribed in Clause 10, six days additional leave.

(c) **Contract Station Officer**

A Contract Station Officer appointed under a contract of employment with the Director of Ambulance Services prior to 6 August 1987 will not have any of the said conditions of employment prejudiced by the provisions of this award.
6. PARTIES AND PERSONS BOUND

This award shall apply to, and be binding upon:

(a) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award.

(b) the following organisation of employees in respect of whom award interest has been determined:

the Ambulance Employees' Association of Tasmania and the Officers of that organisation and their members for whom classifications appear in this award;

(c) the controlling authority having an interest in this award is the Minister responsible for the administration of the Tasmanian State Service Act 1984, in relation to all employees (as defined).

7. DEFINITIONS

1. 'Student Ambulance Officer'

Student Ambulance Officer means a new employee without qualification as an Ambulance Officer. Such officers will be required to successfully complete all components of the Certificate of Applied Science (Ambulance Officer) course and will not work in an unsupervised patient care situation. The course is to be conducted within a three year period. Advancement to the classification of Ambulance Officer (Advanced Life Support and Patient Extrication) is a requirement for all Student Ambulance Officers employed after 17 September 1984 and, for persons employed after 6 October 1988, must be achieved within three years of graduation from the Certificate of Applied Science (Ambulance Officer) course. Failure to successfully complete all components of the Certificate of Applied Science (Ambulance Officer) course or, in the case of persons employed after 17 September 1984, failure to advance to the classification of Ambulance Officer (Advanced Life Support and Patient Extrication) will result in termination of employment.

PROVIDED that in special circumstances provision may be made for the re-examination of unsuccessfully completed components.

2. 'Ambulance Officer (Certificate of Equivalency)'

Ambulance Officer (Certificate of Equivalency) means an employee who holds a Certificate of Equivalency (the previous Ambulance Officer Grade III qualification course) or an Ambulance Officer trained outside of Tasmania. Advancement to the classification of Ambulance Officer (Advanced Life Support and Patient Extrication) is a requirement for all Ambulance Officers employed after 17 September 1984 and, for persons employed after 6 October 1988, must be achieved within three years of employment. For persons employed after 17 September 1984, failure to advance to the classification of Ambulance Officer (Advanced Life Support and Patient Extrication) will result in termination of employment.
Extrication) will result in termination of employment. The duties of an Ambulance Officer (Certificate of Equivalency) include the provision of pre-hospital care and the transport of patients by ambulance or other means.

**PROVIDED** that in special circumstances provision may be made for the re-examination of an unsuccessfully completed course.

3. **'Ambulance Officer (Patient Extrication)'**

Ambulance Officer (Patient Extrication) means a graduate of the Certificate of Applied Science (Ambulance Officer) course or an Ambulance Officer (Certificate of Equivalency) who holds an accreditation in the Patient Extrication course. The duties of an Ambulance Officer (Patient Extrication) include the provision of pre-hospital care, the transport of patients by ambulance or other means, and the implementation of Patient Extrication skills.

4. **'Ambulance Officer (Advanced Life Support)'**

Ambulance Officer (Advanced Life Support) means an Ambulance Officer (Certificate of Equivalency) who holds an accreditation in the Advanced Life Support course. The duties of an Ambulance Officer (Advanced Life Support) include the provision of pre-hospital care, the transport of patients by ambulance or other means, and the implementation of Advanced Life Support skills.

5. **'Ambulance Officer (Advanced Life Support- and Patient Extrication)'**

Ambulance Officer (Advanced Life Support and Patient Extrication) means a graduate of the Certificate of Applied Science (Ambulance Officer) course who holds an accreditation in the Advanced Life Support course or an Ambulance Officer (Certificate of Equivalency) who holds an accreditation in the Advanced Life Support course and the Patient Extrication course. The duties of an Ambulance Officer (Advanced Life Support and Patient Extrication) include the provision of pre-hospital care, the transport of patients by ambulance or other means, and the implementation of Advanced Life Support and Patient Extrication skills.

6. **'Branch Station Officer (Certificate of Equivalency)'**

Branch Station Officer (Certificate of Equivalency) means an Ambulance Officer (Certificate of Equivalency) attached to a country station. The duties of a Branch Station Officer (Certificate of Equivalency) include the provision of pre-hospital care, the transport of patients by ambulance or other means, and the operation of a country ambulance station.
7. 'Branch Station Officer (Patient Extrication)'

Branch Station Officer (Patient Extrication) means an Ambulance Officer (Patient Extrication) attached to a country station. The duties of a Branch Station Officer (Patient Extrication) include the provision of pre-hospital care, the transport of patients by ambulance or other means, the implementation of Patient Extrication skills, and the operation of a country ambulance station.

8. 'Branch Station Officer (Advanced Life Support)'

Branch Station Officer (Advanced Life Support) means an Ambulance Officer (Advanced Life Support) attached to a country station. The duties of a Branch Station Officer (Advanced Life Support) include the provision of pre-hospital care, the transport of patients by ambulance or other means, the implementation of Advanced Life Support skills, and the operation of a country ambulance station.

9. 'Branch Station Officer (Advanced Life Support and Patient Extrication)'

Branch Station Officer (Advanced Life Support and Patient Extrication) means an Ambulance Officer (Advanced Life Support and Patient Extrication) attached to a country station. The duties of a Branch Station Officer (Advanced Life Support and Patient Extrication) include the provision of pre-hospital care, the transport of patients by ambulance or other means, the implementation of Advanced Life Support and Patient Extrication skills and the operation of a country ambulance station.

10. 'Clinical Instructor (Patient Care)'

Clinical Instructor (Patient Care) means an officer with specific teaching, assessment and quality assurance responsibilities in the area of patient care in addition to ambulance officer duties. Appointments to this position will be made from officers holding an accreditation in the Advanced Life Support course.

11. 'Clinical Instructor (Patient Extrication and Driver Training)'

Clinical Instructor (Patient Extrication and Driver Training) means an officer with specific teaching, assessment and quality assurance responsibilities in the areas of patient extrication and driver training in addition to ambulance officer duties. Appointments to this position will be made from officers holding an accreditation in the Advanced Life Support, Patient Extrication and Driver Training courses.

12. 'Communications Officer'

Communications Officer means a person responsible for processing all communications within the control room.
13. 'Communications Officer (Computer Aided Dispatch)'

Communications Officer (Computer Aided Dispatch) means a person responsible for processing all communications within the control room and the operation of a computer aided dispatch system.

14. 'Controlling Authority'

Controlling Authority means the Minister administering the Tasmanian State Service Act 1984.

15. 'Course Coordinator (Certificate of Applied Science Course)'

Course Coordinator (Certificate of Applied Science Course) means the officer responsible for the conduct of the Certificate of Applied Science (Ambulance Officer) course and other training activity. Appointments to this position will be made from persons holding an accreditation in the Advanced Life Support and Patient Extrication courses.

16. 'Course Coordinator (Advanced Life Support Course)'

Course Coordinator (Advanced Life Support Course) means the officer responsible for the conduct of the Advanced Life Support course and other training activity. Appointments to this position will be made from persons holding an accreditation in the Advanced Life Support course or equivalent.

17. 'Duty Officer'

Duty Officer means an officer responsible to a Superintendent for the command, deployment and standard of ambulance resources within a region. Appointments to this position will be made from persons with relevant ambulance practitioner experience.

18. 'Superintendent'

Superintendent means an officer with senior management responsibility as delegated by the Director of Ambulance Services. This might include but not be limited to the management of an ambulance region, the State Training Unit or operational logistics. Appointments to this position will be made from persons with relevant ambulance practitioner experience.

19. 'Chief Superintendent'

Chief Superintendent means the officer responsible for the review, development and method of delivery of all ambulance operational resources within the State. Appointments to this position will be made from persons with relevant ambulance practitioner experience.
20. 'Executive Officer'

Executive Officer means the person responsible for the day to day management of finance, payroll and administrative functions, and research.

21. 'Manager (Administrative Services)'

22. 'Mechanic'

Mechanic means a person responsible for the maintenance of the fleet. Appointments to this position will be made from persons holding relevant qualifications and experience in fleet maintenance.

23. 'Employee'

Employee means a person permanently or temporarily employed under the provisions of the Tasmanian State Service Act 1984.

24. 'Full-time Employee'

Full-time employee means a person engaged to work for the full ordinary hours prescribed.

25. 'Part-time Employee'

Part-time employee means a person other than a full-time or casual employee engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

26. 'Casual Employee'

Casual employee means a person engaged to work on an irregular basis by the controlling authority as and when required but does not include any person employed on a part-time, full-time or permanent basis.

27. 'Temporary Employee'

Temporary employee means a person who either:

(a) is engaged to relieve a full-time or part-time employee for specific periods of leave; or

(b) is engaged temporarily for specific duties over a fixed time period determined by the Head of Agency.

28. 'Day Worker'

Day worker means an employee who works ordinary hours as defined in Clause 14(a) within the days Monday to Friday inclusive.
29. ‘Shift Worker’

As defined in Clause 23.

8. **SALARIES**

An employee appointed or promoted to a position within a class or grade prescribed by this award shall, subject to satisfying the prescribed requirements, be paid at the salary rate determined for the relevant classification, as hereinafter set forth:

<table>
<thead>
<tr>
<th>Rating Description</th>
<th>Salary per Annum</th>
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</thead>
<tbody>
<tr>
<td><strong>Salary per Annum</strong></td>
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<tr>
<td><strong>(a) Full-time Employees</strong></td>
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<td>Student Ambulance Officer</td>
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<td>1st year of service</td>
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<td>3rd year of service and thereafter</td>
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<td>4th/5th year of service</td>
<td>23240</td>
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<tr>
<td>6th/7th year of service and thereafter</td>
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<td>Ambulance Officer (Patient Extrication)</td>
<td>24911</td>
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<tr>
<td>1st year of service</td>
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<tr>
<td>2nd/3rd year of service</td>
<td>25051</td>
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<tr>
<td>4th/5th year of service</td>
<td>25274</td>
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<tr>
<td>6th/7th year of service and thereafter</td>
<td>25476</td>
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<td>Ambulance Officer (Advanced Life Support)</td>
<td>26017</td>
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<tr>
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<td>2nd/3rd year of service</td>
<td>26156</td>
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<tr>
<td>4th/5th year of service</td>
<td>26383</td>
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<td>6th/7th year of service and thereafter</td>
<td>26591</td>
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<td>Ambulance Officer (Advanced Life Support and Patient Extrication)</td>
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<td>2nd/3rd year of service</td>
<td>27855</td>
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<td>4th/5th year of service</td>
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<td>6th/7th year of service and thereafter</td>
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<td>Branch Station Officer (Patient Extrication)</td>
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S004
Branch Station Officer (Advanced Life Support) 29667

Branch Station Officer (Advanced Life Support and Patient Extrication) 31676

Clinical Instructor with Advanced Life Support
1st year of service 29547
2nd/3rd year of service 29699
4th/5th year of service 29936
6th/7th year of service and thereafter 30170

Clinical Instructor with Advanced Life Support and Patient Extrication
1st year of service 31512
2nd/3rd year of service 31676
4th/5th year of service 31928
6th/7th year of service and thereafter 32177

Duty Officer 29875

Communications Officer
1st year of service 18840
2nd year of service 19068
3rd year of service and thereafter 19288

Communications Officer (Computer Aided Dispatch)
1st year of service 19180
2nd year of service 19413
3rd year of service and thereafter 19637

Superintendent 46364

Chief Superintendent 47738

Course Coordinator (Instructor in Certificate of Applied Science Course) 37802

Course Coordinator (Instructor in Advanced Life Support Course) 35399

Mechanic
1st year of service 25428
2nd year of service 25673
3rd year of service and thereafter 25925
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Executive Officer
1st year of service 30484
2nd year of service 31220
3rd year of service and thereafter 31949

**Administrative and Clerical Employees**

Class I
16 years and under 10411
17 years 11925
18 years 13818
19 years 15900
20 years 17604

21 years and over
1st year of service 18929
2nd year of service 19419
3rd year of service 19902
4th year of service 20401
5th year of service 20917
6th year of service 21416
7th year of service and thereafter 21970

Class II
1st year of service 22786
2nd year of service 23495
3rd year of service and thereafter 24192

Class III
1st year of service 24895
2nd year of service and thereafter 25596

Class IV
1st year of service 26287
2nd year of service and thereafter 26981

Class V
1st year of service 27528
2nd year of service and thereafter 28140

Class VI
1st year of service 28723
2nd year of service 29310
3rd year of service and thereafter 29893

Class VII
1st year of service 30484
2nd year of service 31220
3rd year of service and thereafter 31949

S004
Keyboard Employees and Office Assistants

Class I

Grade 1
16 years and under 10211
17 years 11697
18 years 13553
19 years 15595
20 years 17266
21 years and over 18566

Grade 2 18811

Grade 3 19055

PROVIDED that an employee employed as a stenographer shall on exceeding 20 years of age be entitled to commence on the salary established in this Award at the Class I Grade 2 level.

PROVIDED ALWAYS that an employee paid in accordance with rates prescribed for employees not exceeding 20 years of age in Class I of this Award shall be entitled to the following allowances:

(i) an employee who is a typist who has satisfactorily passed a speed test in stenography at one or other of the speeds undermentioned, shall be paid a proficiency allowance at the rate of:

   (a) 80 words per minute - $416 per annum
   (b) 100 words per minute - $827 per annum
   (c) 120 words per minute - $1245 per annum

(ii) an employee who is a typist who has satisfactorily passed a typewriting test at one or other of the speeds undermentioned, shall be paid a proficiency allowance at the rate of:

   (a) 40 words per minute - $323 per annum
   (b) 50 words per minute - $416 per annum

(iii) an employee who is a typist who is regularly employed on audio work or relieves in that capacity shall be paid an allowance at the rate of:

   (a) up to 2 years experience on reel-to-reel or cassette type recorders - $624 per annum
   (b) over 2 years experience on reel-to-reel or cassette type recorders - $1245 per annum
Provided further that the proficiency allowance more particularly set forth in either provisos (i), (ii) or (iii) hereof shall, in each case be in substitution for and not cumulative one upon the other.

| Class II   | Grade 1 | 19295 |
|           | Grade 2 | 19537 |
|           | Grade 3 | 19777 |
|           | Grade 4 | 20020 |

| Class III  | Grade 1 | 20281 |
|           | Grade 2 | 20532 |
|           | Grade 3 | 20785 |
|           | Grade 4 | 21043 |

| Class IV   |       | 21292 |

| Class V    | Grade 1 | 21546 |
|           | Grade 2 | 22048 |

| Class VI   | Grade 1 | 23190 |
|           | Grade 2 | 23956 |

| Class VII  | Grade 1 | 24338 |
|           | Grade 2 | 24726 |

| Class VIII |       | 25110 |

Provided that the following conditions shall apply to employees 21 years of age and above:

(a) an employee who is a typist shall not be promoted or progress beyond Class I Grade 2 unless she/he has satisfactorily passed a typing test of 40 words per minute;

(b) an employee who is a typist appointed to a Class I position who has passed a typist test of 50 words per minute shall be paid in addition an allowance of $209 per annum;

(c) an employee who is a typist shall not be appointed to a position classified above Class III Grade 4 unless she/he has passed a typing test of 50 words per minute;
(d) an employee shall not be appointed as a stenographer unless she/he has passed a stenography test of 80 words per minute;

(e) an officer classified to a position up to and including Class II Grade 2, who has satisfactorily passed a stenography test shall be paid either of the allowances which follow:

(i) for 100 words per minute - $416 per annum
(ii) for 120 words per minute - $624 per annum

(f) no stenographer shall be appointed to a position classified above Class III Grade 1 unless having first passed a stenography test of 100 words per minute;

(g) except in the case of secretarial assistant, no employee shall be appointed above Class IV unless required to permanently supervise the work of other staff;

(h) except where special circumstances exist, an employee required to permanently supervise the work of two to four other persons shall not be classified above Class V;

(i) an employee who is an audio typist and who is regularly employed on audio work, or a typist who relieves in that capacity shall be paid an allowance at the rate of

(i) up to 2 years experience on reel-to-reel or cassette-type recorders - $624 per annum
(ii) over 2 years experience on reel-to-reel or cassette-type recorders - $1245 per annum

PROVIDED ALWAYS that the proficiency allowances more particularly set forth in either provisos (b), (e) or (i) hereof shall, in each case be in substitution for, and not cumulative one upon the other.

(b) Part-time Employees

Part-time employees shall be paid at the appropriate rate for the classification in which they are employed.

Part-time employees engaged to work 20 or more hours per week shall be entitled to public holidays, annual leave and sick leave as prescribed in this award, provided that payment therefore shall be at the rate normally paid to such employees for a similar period of time worked.

Part-time employees engaged to work less than 20 hours per week shall be paid the appropriate hourly rate plus an additional 20%; such payment being in lieu of public holidays, annual leave and sick leave.
(c) Casual Employees

A casual employee (as defined) shall be paid for working ordinary time at the appropriate rate prescribed for the work performed, plus 20%, such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

(d) Weekly Rate

The normal weekly salary rate means 1/52nd of a full-time employee's annual salary exclusive of allowances and overtime.

(e) Hourly Rate

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

9. ALLOWANCES (Including Definitions)

(a) Annual Leave Allowance

During the period of recreation leave an employee shall be paid an allowance by the way of additional salary calculated at the rate of salary prescribed for the relevant classification by Clause 8 as follows:

Employees other than those employed on shift work - an employee who during the period of such recreation leave would have worked on day work only - an allowance calculated at the rate of 17.5% of his normal salary, including any higher duty allowance or all-purpose payments payable to the employee concerned.

Shift worker - an employee who, but for the period of recreation leave, would have worked shift work - an allowance calculated at the rate of 17.5% of his normal salary, including any higher duty allowance or all-purpose payments payable to the employee concerned. Provided that an employee who would have received shift payments which would have entitled him to a greater monetary amount, then an allowance shall be calculated as an amount equivalent to the shift payment he would have received in accordance with his projected shift roster.

PROVIDED ALWAYS that such allowance shall -

be calculated on the basis of a maximum period in any one leave year as follows:

- in the case of a shift worker a period of five weeks recreation leave; and
- in all other cases a period of four weeks recreation leave;
where, in the case of a shift worker, more than five weeks recreation leave accrues per annum the excess above five weeks shall be paid only as per projected shift roster;

in no case where the allowance is calculated on the basis of 17.5% of normal salary, shall not exceed $393 per annum; and shall be calculated having regard to movements in the Consumer Price Index from time to time on an annual basis;

not apply to proportionate recreation leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason;

be calculated in the case of:

a non-shift worker, at the salary rate applicable to the employee concerned, on the day of annual leave accrual in the year in which the recreation leave is credited;

a shift worker, where the allowance is calculated on the officer's composite wage, at the salary rate applicable to the employee concerned as at the date of commencement of recreation leave; and

a shift worker, where the allowance is calculated at 17.5% of his normal salary, at the salary rate applicable to the employee concerned on the day of annual leave accrual in the year in which the recreation leave is credited;

not be cumulative. Any balance of such allowance due to an employee at the expiration of a period of one year following the date upon which the recreation leave was credited shall be paid to such employee as soon as it is practicable after the date of the expiration of such period.

(b) Board and Lodging

Where an employee is called upon to relieve another employee and by so doing is required to live away from home, full board and lodging will be provided. Where an employee is directed to report for duty to an Urban or Headquarters Station other than to which the employee is attached, travelling time will be in the employer's time.

(c) Certificate Allowance

Any employee who is an ambulance officer and holds certificates approved as to course content by the Director of Ambulance Services and which are considered appropriate to the proper performance of his duties, shall be paid an allowance of $5.61 per week for each certificate held. Provided always that the maximum allowance shall not, except on the determination of the Director of Ambulance Services, exceed $16.84 per week. The allowance under this subclause shall be paid for all purposes of this award.
(d) (i) Higher Duties

An employee required to relieve a higher classification for a period of not less than one working day shall, with the approval of the Director of Ambulance Services, receive not less than the minimum rate prescribed for the higher classification.

(ii) More Responsible Duties

(a) Where for a period of five days or more an employee is required to perform more responsible duties which are not capable of being paid as provided for in paragraphs (a) and (i) and (ii) of this clause the controlling authority shall authorise a more responsible duties allowance. The allowance shall be established by reference to the value of the more responsible duties involved.

(b) For the purposes of paragraph (b) reference to employee does not include temporary or casual employees.

(c) Where an employee receiving an allowance under subclause (a) or (b) proceeds on approved leave, sick leave or leave in lieu of overtime, the employee will continue to receive that allowance provided that the duties continue after the period of such leave.

(d) Payment for overtime shall be at the classification rate inclusive of the allowance provided in subclauses (a) or (b).

(e) Kilometrage Allowance

Where an employee is authorized by the Director of Ambulance Services to use in his performance of duties a particular private motor vehicle in his possession, he shall be paid an allowance for such use in accordance with the following rates:

<table>
<thead>
<tr>
<th>Cents per Kilometre</th>
<th>Rate A</th>
<th>Rate B</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 h.p. or more including rotary engines</td>
<td>39.04 cents</td>
<td>33.42 cents</td>
</tr>
</tbody>
</table>

(f) Living Away from Home

An employee who relieves another employee at a country station or the Devonport Ambulance Station, and by so doing is required to live away from his normal residence, shall be paid a 'living away from home' allowance of $22.85 per day such relief duty is performed.
(g) Meal Allowance

When an employee is required to work two hours or more after the scheduled finishing time of his shift, and the two hours extends beyond the normal meal period the employee is entitled to receive a meal allowance of $6.10.

Where an employee is away from his duty station on ambulance duty and is unable to have a meal within one hour of the normal meal period, an allowance of:

- $5.65 Breakfast
- $6.20 Lunch
- $11.00 Dinner

is payable. This allowance is not payable to employees who are on duty at public contracts previously arranged.

(h) On Call

Time 'on call' means time during which, in accordance with the 'on call' roster, an employee who is rostered off duty is required to hold himself in readiness to answer a call.

At Headquarters and Urban Stations 'on call' may only be rostered to provide coverage as back up to rostered duty staff.

Nothing in this subclause shall prohibit an employee from temporarily leaving the station or his home when rostered for 'on call' after having made arrangements satisfactory to the Duty Officer for the proper carrying on by him of the service during this absence.

An employee shall be free from 'on call' duty every second weekend and for at least six calendar days in every period of fourteen consecutive days. An employee shall not be rostered 'on call' on his days off. An employee rostered to remain 'on call' shall be paid an allowance of 77.85 cents per hour for each hour required to be available with a minimum payment of $10.90. Where a rostered employee is recalled to work such employee shall be paid in accordance with Clause 11 - Call Back.

An employee relieving at a Country/Contract Station required to perform 'on call' duty at a place other than his normal residence shall be paid an allowance of $1.16 per hour with a minimum payment of $16.35.

(i) Shift Allowance

In calculation of the 'rostered weekly hours factor' (as defined in Clause 14 - Hours) of the composite wage, a 15% extra loading will be added to the hours determined to be worked as day, afternoon/late shift and night shift over the 64 week cycle between midnight on Sunday and midnight on Friday.
(j) Travelling Allowance

(i) Employees travelling on duty who are required to remain away from their normal place of residence overnight shall be paid an allowance calculated in accordance with the following components:

<table>
<thead>
<tr>
<th>Component</th>
<th>Within Tasmania</th>
<th>Outside Tasmania</th>
<th>Sydney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight Absence From Normal Place of Residence</td>
<td>$55.90</td>
<td>$78.20</td>
<td>$91.40</td>
</tr>
<tr>
<td>Breakfast (preceding or following an overnight absence) applicable hours 7.00am - 8.30am</td>
<td>$9.10</td>
<td>$9.10</td>
<td>$9.10</td>
</tr>
<tr>
<td>Lunch (preceding or following an overnight absence) applicable hours 12.30pm - 2.00pm</td>
<td>$8.10</td>
<td>$8.10</td>
<td>$8.10</td>
</tr>
<tr>
<td>Dinner (preceding or following an overnight absence) applicable hours 6.00 pm - 7.30 pm</td>
<td>$17.30</td>
<td>$17.30</td>
<td>$17.30</td>
</tr>
</tbody>
</table>

**PROVIDED** that if the employee so wishes, he or she shall be allowed advance payment of the estimated allowance payable for the period of travel in question.

(ii) In addition to the allowance available in accordance with paragraph (i) of this subclause and provided the controlling authority is satisfied that the employee did incur the expense claimed, an employee shall be entitled to reimbursement of reasonable expenses incurred, as a result of his or her absence from the normal place of residence, for the following purposes:

1. a telephone call to the employee's spouse or children each twenty four hours;
2. dry cleaning or laundry required as the result of an extended absence.

(iii) Notwithstanding paragraph (i) of this subclause where the controlling authority is satisfied that no reasonable alternative accommodation is available, the employee may be reimbursed for actual expenses incurred.
(iv) Where an employee travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the controlling authority, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the controlling authority.

Where public transport is not conveniently available and employees in the performance of their duties find it necessary to hire other forms of transport, they shall, subject to the approval of the controlling authority, be reimbursed the actual costs incurred in the hiring of such transport.

(vi) Where employees in the performance of their duties are required to be stationed temporarily at any place other than their usual headquarters for a period exceeding three weeks, and are absent from their normal place of residence, and have to procure board and lodging whilst so stationed, they shall be paid a travelling allowance at the following rates:

(1) for the first three weeks in accordance with the rates set forth in paragraph (i) of this subclause; and

(2) thereafter, at such rate as the controlling authority concerned may determine.

(vii) Where the controlling authority certifies that the duties of an employee involve systematic travelling, the controlling authority shall determine the rate to be paid to such employee within the limits of the rates set forth in paragraph (i) of this subclause.

(viii) Where an employee in the performance of his duties is required to travel:

(1) Within Australia (including Papua New Guinea and New Zealand) - by ship, aircraft, railway train, or other means of conveyance, where he is provided with meals and sleeping quarters, that employee, while so travelling, shall be paid a travelling allowance at the rate of:

\[
\begin{array}{ll}
\text{Rates per Day} & \text{\$} \\
(A) & 8.75 \\
(B) & 12.25
\end{array}
\]

(2) Outside Australia, Papua New Guinea and New Zealand that employee, while so travelling, shall be paid a travelling allowance at such rate as the controlling authority may approve.

(ix) Where an employee is permanently stationed on the Bass Strait Islands and enters upon leave of absence he may, three times in every year, on the determination of the controlling authority concerned, be paid the return fares reasonably incurred by him for himself or for any dependent member of his family, permanently resident on the Bass Strait Islands, travelling from his...
station to the nearest seaport or airport on the mainland of this State. Such travel shall include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State.

**PROVIDED** that:

1. with the approval of the controlling authority concerned, an employee may, in substitution, for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;

2. for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of his family, permanently resident on the Bass Strait Islands, an employee may by way of reimbursement and, with the approval of the controlling authority concerned, be paid the return fare reasonably incurred for travel from his station to the nearest centre in this State or to Melbourne, whereat such treatment can be obtained. Such reimbursement shall be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this subparagraph;

3. the above entitlement is not cumulative, each year standing alone;

4. no employee shall be eligible to receive payment for the return fares as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.

(x) **(1)** Where an employee is required in the performance of his duties, either on appointment or transfer, to move from his place of residence to another district, and:

(A) he is unable to obtain accommodation for his family in that district and thereby incurs additional expense;

(B) there is available in that district for the employee's family only such accommodation as will involve the employee in excessive expenditure;

the controlling authority concerned may, on the recommendation of the Head of Agency, grant to such employee a special allowance at such rate as the controlling authority concerned may determine.

(2) Such allowance shall be payable in the first instance for a period not exceeding three months as the controlling authority concerned may, as he deems necessary, extend such period for any number of additional periods not exceeding three months at any one time.
(3) The controlling authority concerned may, at any time, increase, reduce or revoke any allowance granted under this subparagraph.

(4) An employee who receives an allowance under this subparagraph shall immediately report to the controlling authority concerned any alteration of the circumstances in consideration of which such allowance was granted or renewed.

10. ANNUAL LEAVE

(a) Day Workers

Subject to subclauses (b) and (c) of Clause 8 - Wage Rates, a period of 28 consecutive days leave shall be allowed annually to an employee after 12 months of continuous service (less the period of annual leave).

(b) Shift Workers

In addition to the leave prescribed for day workers, shift workers shall be allowed 7 consecutive days leave including non working days. Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a shift worker such employee shall be entitled to have the period of annual leave prescribed increased by one day for each two months the employee is so continuously engaged.

(c) Public Holidays (Annual Leave Exclusive of)

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

(d) Proportionate Leave on Termination of Service

If, after one month of continuous service in any qualifying twelve monthly period, an employee leaves the employment or the employment is terminated by the Director of Ambulance Services through no fault of the employee, the employee shall be paid at the ordinary rate of wages as follows:

(i) day workers - thirteen and one third hours for each completed month of continuous service;
(ii) shift workers - sixteen and two thirds hours for each completed month of continuous service in addition such entitlements established under the provisions of subclause (h) hereof;

(iii) part-time employees – shift workers - 9.6% of the normal hours worked in each completed month of continuous service in addition to entitlements under the provisions of subclause (h) hereof;

(iv) part-time employees - day workers - 7.7% of the normal hours worked in each completed month of continuous service.

Service shall be deemed to be continuous if the employee was engaged as a part-time employee (as defined) during the relevant period.

An employee who during a period of annual leave suffers personal illness or injury as a consequence of which he is certified as unfit for duty by a medical practitioner approved by the Director, the period of annual leave applying to the employee shall be extended by the number of working days for which he is so certified as being unfit for duty. The days involved in the extension to be paid sick leave if an entitlement exists under Clause 24 - Sick Leave, or unpaid if no entitlement exists.

(e) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.

In calculating the period of twelve months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any twelve monthly period, be taken into account in calculating the period of twelve months continuous service.

(f) Broken Leave

Annual leave shall be given and taken in a continuous period, or if the Director of Ambulance Services and an employee so agree, in two separate periods and not otherwise.

(g) Payment in Lieu Prohibited

Except as provided in subclause (d) hereof, payment shall not be made or accepted in lieu of annual leave.

(h) Payment for Period of Leave

Employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked if not on leave during the relevant period.
In the case of shift workers, payment shall be at the appropriate hourly rate multiplied by the rostered weekly hours factor for the period of leave taken.

Payment for leave shall exclude the payment of extra duty hours.

11. CALL BACK

Except where otherwise specifically provided an employee recalled to work after leaving the ambulance station (whether notified before or after leaving such premises) shall be paid at overtime rates for the actual period or periods of duty - with a minimum payment of 3 hours per call for the time so worked, provided that 3 hours has elapsed from the commencement of the previous call.

12. CONTRACT OF EMPLOYMENT

Employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.

An employee (other than a casual employee) willing to work, and who works less than a full working fortnight, shall be entitled to a full fortnight's wages.

Employment shall be terminated by two weeks' notice, given by either side or by the payment or forfeiture of two weeks' wages, as the case may be. This shall not affect the right of the Director of Ambulance Services to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.

13. GRIEVANCE PROCEDURE

It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties.

The parties to the award recognize that from time to time individual employees may have grievances which need to be resolved in the interests of good relationships.

An employee will have the right for a grievance to be heard through all levels of management.

(a) In the first instance the employee shall attempt to resolve the grievance with his immediate supervisor. The local union representative shall be present if desired by either party.

(b) If the employee still feels aggrieved, then the matter shall be referred to his Superintendent. The local union representative shall be present if desired by either party.
(c) If the grievance is unresolved at the second stage, the matter shall be referred to senior management of the Tasmanian Ambulance Service and to the State Secretary of the Ambulance Employees’ Association of Tasmania.

(d) It is agreed that steps (a) to (c) shall take place within seven days.

(e) If the grievance still exists the matter shall be referred to either the Commissioner for Review or the Tasmanian Industrial Commission for decision which shall be accepted by the parties as ending the matter.

(f) Until the grievance is determined, work shall continue normally in accordance with custom and practice existing before the grievance arose.

No party shall be prejudiced as to the final settlement of a grievance by the continuance of work.

**NOTE:** Each step of the above procedures shall be documented and the employee shall have access to the documentation.

**Disciplinary Procedures**

Where disciplinary action is necessary, the procedures to apply are those contained in Section 7.4 of the Tasmanian State Service Personnel Manual.

**14. HOURS**

(a) Day workers

The ordinary hours of work for day work employees shall be 37.5 hours per week for clerical staff, and 40 hours per week for all other day work employees; to be worked in five days, Monday to Friday inclusive, in continuous periods of 7.5 hours and 8 hours per day respectively, except for a meal break of not more than 1 hour duration, to be worked between 7.00am and 7.00pm on such days.

(b) Shift workers

The ordinary hours of work shall be 40 per week in accordance with the following provisions:

(i) employees attached to Headquarters and Urban Stations shall work a roster system of four days on duty followed by four days off duty, provided that the rostered average weekly hours do not exceed 40 ordinary hours plus two extra duty hours;

(ii) employees at Country Stations shall work a roster system of four days on duty followed by four days off duty in shifts of 11 hours 25 minutes duration;
(iii) employees who are regularly rostered for duty on week days and Saturdays and Sundays shall be entitled to a paid meal break; - 30 minutes duration for a day or afternoon/late shift and – 20 minutes duration for a night shift.

(c) Rostered Weekly Hours Factor

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

(d) Composite Wage

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

15. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of leave and commencement of leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
(iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

(v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a safe job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) hereof.

(d) Variation of period of maternity leave

(i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, but the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of maternity leave

(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
(f) Special maternity leave and sick leave

(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(g) Maternity leave and other entitlements

Provided the aggregate of leave including leave taken pursuant to sub-clauses (c) and (f) hereof does not exceed 52 weeks:

(i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.
(h) Effect of maternity leave on employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of employment

(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to work after maternity leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.

(ii) An employee, upon expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee under this sub-clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Provided that nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.
(v) A replacement employee shall not be entitled to any of the rights conferred by
this clause except where her employment continues beyond the 12 months'
qualifying period.

16. MEDICAL EXAMINATIONS

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

17. NOTICE BOARD

The Director of Ambulance Services shall provide a notice board of reasonable
dimensions to be erected in a prominent position in each station upon which accredited
union representatives shall be permitted to post formal union notices, signed or
countersigned by the representative posting same.

18. OVERTIME (OTHER THAN SHIFT WORKERS)

The Director of Ambulance Services may require any employee to work reasonable
overtime at overtime rates, and such employee shall work overtime in accordance with
such requirement. No overtime shall be worked without the prior approval of the
Director. For all time worked in excess of the ordinary hours of work, the following
payments shall be made:

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

Public holidays - double time and one half.

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

19. PAYMENT OF WAGES

Wages shall be paid fortnightly and shall be available no later than 2.00pm on the second
day following the close of the pay period. On each pay day every employee shall be
furnished with a statement detailing total earnings and deductions.

Wages, including overtime, shall be paid by direct deposit (Electronic Funds Transfer).
PROVIDED that no penalty for late payment will apply where payment of wages is
delayed by reasons beyond the employer's control.

20. REIMBURSEMENTS

(a) Telephone

Where the Director of Ambulance Services requires an employee to have a
telephone installed, all costs associated with the initial installation and annual rental
of the employee's telephone will be met by the Director.

(b) Licence

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

21. REST PERIOD AFTER OVERTIME

When overtime work is necessary it shall, wherever reasonably practicable, be so
arranged that employees have at least 10 consecutive hours off duty between the work
of successive days. An employee (other than a casual employee) who works so much
overtime between the termination of ordinary work on one day and the commencement
of ordinary work on the next day that there is not at least 10 consecutive hours off duty
between those times, shall be released after completion of such overtime until the
employee has had 10 consecutive hours off duty without the loss of pay for ordinary
working time occurring during such absence.

If, on the instructions of the Director of Ambulance Services, an employee resumes or
continues work without having had 10 consecutive hours off duty, such employee shall
be paid at the appropriate overtime rate until released from duty for such period, and
shall be entitled to be absent for 10 consecutive hours off duty without the loss of pay for
ordinary working time occurring during such absence.

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

22. RIGHT OF ENTRY

Reasonable facilities shall be afforded officers of unions for investigating grievances of
members or for the purpose of interviewing employees on legitimate union business; and
without affecting the generality of the foregoing provision the Director of Ambulance
Services shall permit an official of a union, authorized in writing by the Secretary for
Labour, to enter his establishment during working hours for the purpose of interviewing
members of the union on matters relating to this award. The representative shall not
unduly interfere with the working of the establishment.
23. SHIFT WORK

(a) Definitions

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

(ii) 'Day shift' is a shift which is worked between the hours of 7.00am and 6.00pm.

(iii) 'Afternoon/Late shift' is a shift finishing after 6.00pm, but not later than midnight.

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

(b) Rosters

The roster shall be in accordance with the provisions of Clause 14 - Hours, 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 28 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 accredited representatives of the Ambulance Employees' Association of Tasmania.

Once an employee is notified to work a particular sequence of the roster, changes from this sequence will be permitted only after:

(i) returning from a period of leave;

(ii) relief at a Country Station;

(iii) for periods of training exceeding one week;

(iv) by the mutual consent of the employer and employee.
(c) Overtime

All time worked by a shift worker outside of rostered ordinary hours shall be paid at the rate of double time. All overtime worked on a Sunday shall be paid at the rate of double time and one half. Calculation of overtime for the purposes of this clause shall be at the hourly rate defined.

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

Overtime shall be calculated to the nearest one quarter of one hour. In calculation of overtime, each day’s work shall stand alone. Whenever the finishing time of an employee required to work overtime is such that there is no public transport (excluding taxis) available, transport shall be provided for him by the employer as soon as practicable after finishing time. In the event of the employer-provided transport not being available within half an hour of such finishing time, the employer shall engage and pay for transportation home by taxi.

(d) Work on Saturdays and Sundays

In calculation of the 'rostered weekly hours factor' (as defined) of the composite wage, time rostered to be worked between the hours of midnight Friday and midnight Saturday shall be at the rate of double time, and time rostered to be worked between midnight Saturday and midnight Sunday shall be at the rate of double time and one half.

(e) Exchange of Shifts

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

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

(f) Stand Down

A stand down period will be observed by all crews on duty between the hours of 2400-0700; providing however, that their ambulance duties have been completed to the satisfaction of the Duty Officer. These duties are to include all work necessary to maintain the operational effectiveness of the ambulances and their equipment.
24. SICK LEAVE

An employee who is absent from duty on account of personal sickness or accident shall be entitled to leave of absence without deduction in pay subject to the following conditions and limitations:

(a) There shall be no entitlement to paid leave of absence for any period in respect of which there is an entitlement to workers' compensation.

(b) Within 24 hours of the commencement of such absence, the Director of Ambulance Services shall be informed of the employee's inability to attend for duty and as far as practicable of the nature of injury or illness and the estimated duration of the absence.

(c) The employee shall prove to the satisfaction of the Director that the employee was unable, on account of such illness or injury, to attend for duty at a time or times for which sick leave is claimed; provided that this shall not be a requirement for absences totalling 2 shifts in any one leave year.

(d) Employees shall not be entitled in respect of any leave year to accrue leave in excess of 96 working hours.

(e) Leave entitlement under this clause that is not availed of by an employee during the period in which it accrued shall accumulate subject to continuous employment. The Director shall not be required to make any payment in respect of accumulated sick leave to an employee who is discharged or leaves the employment.

25. STAFF AMENITIES

(a) Staff Room

The Director of Ambulance Services shall provide and furnish a suitable staff room for employees.

(b) Messing Facilities

A messing room shall be provided at each station and shall consist of washing, cooking and storage facilities. A refrigerator shall also be provided.

The Director of Ambulance Services shall provide all cooking and eating utensils.

(c) Lockers and Showers

The Director of Ambulance Services shall provide for the use of employees hot and cold showers and wash-basins, and for each employee a locker with suitable hanging facilities.
Lavatory accommodation when situated in a shower or locker room, shall be effectively partitioned therefrom.

The Director shall undertake to consult with the Ambulance Employees' Association of Tasmania on the standard of amenities.

26. TRAINING

Student Ambulance Officers will be paid basic salary as contained in Clause 8 for all periods of training apart from periods of training on shift work in hospitals. For such periods Student Ambulance Officers shall receive a 15% shift allowance for afternoon and night shifts only.

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

27. UNIFORMS

(a) New Clothing Issue

The Director of Ambulance Services shall provide the undermentioned articles of clothing free of cost to the employee.

'A' Issue - Communications and State Training Staff

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts</td>
<td>9</td>
</tr>
<tr>
<td>Trousers/Slacks</td>
<td>2</td>
</tr>
<tr>
<td>Shorts/Skirts</td>
<td>2</td>
</tr>
<tr>
<td>Belts</td>
<td>1</td>
</tr>
<tr>
<td>Caps (Commissioned Officers)</td>
<td>1</td>
</tr>
<tr>
<td>Shoes</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Ties</td>
<td>2</td>
</tr>
<tr>
<td>Reefer Jacket</td>
<td>1 Non Commissioned Officers</td>
</tr>
<tr>
<td>Dress Tunic (Commissioned Officers)</td>
<td>1</td>
</tr>
<tr>
<td>Pullover</td>
<td>1</td>
</tr>
<tr>
<td>Socks - short</td>
<td>6 pairs</td>
</tr>
<tr>
<td>Socks - long</td>
<td>4 pairs</td>
</tr>
<tr>
<td>Panty Hose</td>
<td>10 pairs</td>
</tr>
<tr>
<td>Rank I/D Epaulettes</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Metal Buttons - small</td>
<td>12 Commissioned Officers</td>
</tr>
<tr>
<td>Metal Buttons - large</td>
<td>8 Commissioned Officers</td>
</tr>
<tr>
<td>Identification Cards</td>
<td>2</td>
</tr>
</tbody>
</table>
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### 'A' Issue - Operational Staff (Female)

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts</td>
<td></td>
</tr>
<tr>
<td>Slacks</td>
<td>3 as approved</td>
</tr>
<tr>
<td>Skirts</td>
<td>1 as approved</td>
</tr>
<tr>
<td>Belts</td>
<td>1</td>
</tr>
<tr>
<td>Caps (Commissioned Officers)</td>
<td>1</td>
</tr>
<tr>
<td>Shoes</td>
<td>1 pair</td>
</tr>
<tr>
<td>Boots</td>
<td>1 pair</td>
</tr>
<tr>
<td>Ties</td>
<td>2</td>
</tr>
<tr>
<td>Overalls - White</td>
<td>3</td>
</tr>
<tr>
<td>Overalls - Blue</td>
<td>1</td>
</tr>
<tr>
<td>Reefer Jacket</td>
<td>1 Non Commissioned Officers</td>
</tr>
<tr>
<td>Work Jacket</td>
<td>1 Road Staff Only</td>
</tr>
<tr>
<td>Dress Tunic</td>
<td>1 Commissioned Officers</td>
</tr>
<tr>
<td>Pullover</td>
<td>1</td>
</tr>
<tr>
<td>Socks - short</td>
<td>6 pairs</td>
</tr>
<tr>
<td>Panty Hose</td>
<td>10 pairs</td>
</tr>
<tr>
<td>Rank I.D. Epaulettes</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Waterproof Coat</td>
<td>1</td>
</tr>
<tr>
<td>Waterproof Trousers</td>
<td>1</td>
</tr>
<tr>
<td>Metal Buttons - small</td>
<td>2 operational staff</td>
</tr>
<tr>
<td></td>
<td>12 Commissioned Officers</td>
</tr>
<tr>
<td>Metal Buttons - large</td>
<td>8 Commissioned Officers</td>
</tr>
<tr>
<td>Identification Cards</td>
<td>2</td>
</tr>
</tbody>
</table>

### 'A' Issue - Operational Staff (Male)

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts</td>
<td>9</td>
</tr>
<tr>
<td>Trousers</td>
<td>3</td>
</tr>
<tr>
<td>Shorts</td>
<td>2</td>
</tr>
<tr>
<td>Belts</td>
<td>1</td>
</tr>
<tr>
<td>Caps (Commissioned Officers)</td>
<td>1</td>
</tr>
<tr>
<td>Shoes</td>
<td>1 pair</td>
</tr>
<tr>
<td>Boots</td>
<td>1 pair</td>
</tr>
<tr>
<td>Ties</td>
<td>2</td>
</tr>
<tr>
<td>Overalls - White</td>
<td>3</td>
</tr>
<tr>
<td>Overalls - Blue</td>
<td>1</td>
</tr>
<tr>
<td>Reefer Jacket</td>
<td>1 Non Commissioned Officers</td>
</tr>
<tr>
<td>Work Jacket</td>
<td>1 Road Staff only</td>
</tr>
<tr>
<td>Dress Tunic</td>
<td>1 Commissioned Officers</td>
</tr>
<tr>
<td>Pullover</td>
<td>1</td>
</tr>
<tr>
<td>Socks - short</td>
<td>6 pairs</td>
</tr>
<tr>
<td>Socks - long</td>
<td>4 pairs</td>
</tr>
<tr>
<td>Rank I.D. Epaulettes</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Waterproof Coat</td>
<td>1</td>
</tr>
<tr>
<td>Waterproof Trousers</td>
<td>1</td>
</tr>
<tr>
<td>Metal Buttons - small</td>
<td>2 operational staff</td>
</tr>
<tr>
<td></td>
<td>12 Commissioned Officers</td>
</tr>
</tbody>
</table>

S004
Metal Buttons - large 8 Commissioned Officers
Identification Cards 2

Equipment to be maintained on Station

Overboots
Rubber Gloves
Apron (Acid proof)

PROVIDED that if an employee is unable to wear issue boots and produces a medical certificate, suitable boots shall be provided.

Replacement of items of uniform supplied shall be made (as and when reasonably necessary as determined by the Director of Ambulance Services) on return of the unserviceable article.

The quality of clothing issued shall be in accordance with that supplied at the time of making this award or of such standard as may be agreed upon by the Director of Ambulance Services and the employees.

(b) Dry Cleaning

The Director of Ambulance Services shall pay the cost of dry cleaning the uniform of an employee, providing that such dry cleaning becomes necessary through ambulance duties, and has been authorized.

28. LEAVE RESERVED

Leave is reserved to the parties in respect to the following:-

- Definitions
- Out of area calls
- Stress
- Rate of Pay for Mechanic

R.K. Gozzi
COMMISSIONER

15 August 1990
**APPENDIX I**

**Rostered Weekly Hours Factor**

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

Stated below is the method of calculation:

(a) Over a complete cycle of 64 weeks an AMBULANCE OFFICER would work -

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 day shifts on week days</td>
<td>800</td>
</tr>
<tr>
<td>60 night shifts on week days</td>
<td>840</td>
</tr>
<tr>
<td>20 late shifts on week days</td>
<td>188.333</td>
</tr>
<tr>
<td><strong>(Total hours worked on week days)</strong></td>
<td><strong>1828.333 hours</strong></td>
</tr>
</tbody>
</table>

Plus

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 day shifts on Saturdays</td>
<td>160</td>
</tr>
<tr>
<td>12 night shifts on Saturdays</td>
<td>168</td>
</tr>
<tr>
<td>4 late shifts on Saturdays</td>
<td>37.666</td>
</tr>
<tr>
<td><strong>(Total hours worked on Saturdays)</strong></td>
<td><strong>365.666 hours</strong></td>
</tr>
</tbody>
</table>

Plus

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 day shifts on Sundays</td>
<td>160</td>
</tr>
<tr>
<td>12 night shifts on Sundays</td>
<td>168</td>
</tr>
<tr>
<td>4 late shifts on Sundays</td>
<td>37.666</td>
</tr>
<tr>
<td><strong>(Total hours worked on Sundays)</strong></td>
<td><strong>365.666 hours</strong></td>
</tr>
</tbody>
</table>

Therefore, total hours actually worked over 64 weeks is -

<table>
<thead>
<tr>
<th>Total Hours</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1828.333</td>
<td>365.666</td>
</tr>
<tr>
<td>365.666</td>
<td>2559.666</td>
</tr>
</tbody>
</table>

(Average hours per week is - 39.995 hours)
For the hours worked during the week days (1828.333) there is a 15% shift loading, which amounts to 274.249 hours, in addition to the actual hours worked.

Time worked on Saturdays is paid at double time, i.e. 365.666 times 2 is - 731.332 hours.

Time worked on Sundays is paid at double time and a half, i.e. 365.666 times 2 1/2 is - 914.165 hours.

The Ambulance Officer would be paid over the 64 weeks

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1828.333</td>
<td>Week days</td>
</tr>
<tr>
<td>274.249</td>
<td>Shift allowance</td>
</tr>
<tr>
<td>731.332</td>
<td>Saturdays</td>
</tr>
<tr>
<td>914.165</td>
<td>Sundays</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3748.079</strong></td>
</tr>
</tbody>
</table>

(Average hours paid per week is - 58.564 hours)

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

(b) Headquarters Duty Officers

The calculation for Duty Officers at Headquarters working as shift duty officer is as follows:

Over a complete cycle of 64 weeks a Duty Officer would work

<table>
<thead>
<tr>
<th>Shifts</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>112 day shifts of 10 hours</td>
<td>1120 hours</td>
</tr>
<tr>
<td>112 night shifts of 14 hours</td>
<td>1568 hours</td>
</tr>
</tbody>
</table>

This is 128 hours in excess of an average 40 hour week over the 64 week cycle (64 \( \times \) 40 = 2560 hours).

These extra 128 hours are worked evenly over all days of the week (18.285 hours for each day of the week) and being in excess of 40 hours are paid at overtime rates.

Therefore -

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week days total</td>
<td>182.85 hours</td>
</tr>
<tr>
<td>Saturdays total</td>
<td>36.57 hours</td>
</tr>
<tr>
<td>Sundays total 1/2</td>
<td>45.71 hours</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>265.13 hours</strong></td>
</tr>
</tbody>
</table>

Average per week over 64 weeks = 4.142 hours
This represents the 'Rostered Overtime Factor' for the Duty Officers working these particular hours. This is added to the 'Rostered Weekly Hours Factor' for a basic 40 hour week which is 58.564. Therefore the 'Rostered Weekly Hours Factor' for these Duty Officers is 58.564 + 4.142 = 62.706.

(c) Branch Stations

The calculation for an Officer at a Branch Station is as follows:

Over a complete cycle of 64 weeks an officer at a Branch Station would work –

<table>
<thead>
<tr>
<th>Shifts</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>160 shifts</td>
<td>1829.328</td>
</tr>
<tr>
<td>32 shifts</td>
<td>365.856</td>
</tr>
<tr>
<td>32 shifts</td>
<td>365.856</td>
</tr>
</tbody>
</table>

Therefore total hours actually worked in 64 weeks - 2561.040 hours

Therefore average weekly hours is - 40.016 hours

For the hours worked during week days, there is a 15% shift loading which amounts to 274.399.

Time worked on Saturday is at double time, i.e.

365.856 x 2 - 731.712

Time worked on 'Sunday is at double time and one half, i.e.

365.856 x 2 - 914.640

The Officer would be paid over 64 weeks -

1829.328 hours for week days
274.399 hours for shift allowance
731.712 hours for Saturdays
914.640 hours for Sundays
3750.079 hours total

Therefore the 'Rostered Weekly Hours Factor' would be 58.594.

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

Therefore the rostered weekly hours factor to be paid to officers at Branch Stations is 58.564.

S004
MEMORANDUM OF AGREEMENT

Between the Ambulance Employees' Association of Tasmania and the Minister for Public Administration concerning the payment of a 4% increase in salaries to all Tasmanian Ambulance Service employees in return for cost offsets.

1. **SCOPE**

   This agreement applies to the Minister for Public Administration as Controlling Authority for the purposes of the Award mentioned herein and members of the Ambulance Employees' Association of Tasmania employed pursuant to the Award mentioned herein.

2. **AWARDS**

   The Award to which this agreement applies is the Tasmanian Ambulance Service Award.

3. **4% INCREASE IN SALARIES**

   A 4% increase in all salaries specified in the Award mentioned herein shall be paid in return for the cost offsets also mentioned herein.

4. **COST OFFSETS**

   The following cost offsets shall apply to all parties mentioned in the scope clause of this agreement:

   (a) Payment of wages by direct deposit:

      The Payment of Wages clauses of the relevant award will be amended to reflect this offset and also to include a "no penalty for late payment through reasons beyond the employer's control" provision of the Award.

   (b) Crib Time - Night Shift:

      Crib Time of 30 minutes taken during night shift to be reduced to 20 minutes.

   (c) Meal Allowance:

      Deletion of current allowance for employees who are on duty at public contracts previously arranged, i.e. $1.75 is the current payment.
(d) Change Over Time:

Seek an Award amendment that allows 10 minutes extension of shift before overtime can be claimed to facilitate handovers.

(e) Multi Skilling:

The parties agree to co-operate with management to review and improve efficiency, productivity and cost effectiveness of the Ambulance Service through an increase in multi skilling and such other issues as are relevant and in particular accept the specific arrangements as follows.

The following professional commitments and work performance are regularly undertaken by the majority of Ambulance Officers in the Tasmanian Ambulance Service.

This work is performed outside rostered duty hours and these may include the following activities:

- Conduct of First Aid and Cardiac Pulmonary Resuscitation classes.
- Training of volunteers at independent ambulance services and country stations.
- Public relations visits to various community groups and education agencies. These visits can be initiated by Tasmanian Ambulance Service or by individual officers.
- Attendance at community medicine programs including field exercises.
- Operational and technical debriefing meetings following major incidents.

The above volunteer work shall continue to be undertaken in the employee’s own time and for which no payment will be made by the Tasmanian Ambulance Service.

(f) Southern Regional Garbage Collection:

The practice of garbage collection involving removal of rubbish to the tip on a weekly basis shall continue as part of the regular list of duties of Ambulance Officers. Officers shall undertake this duty as they are directed by the Superintendent.

(g) Rationalisation of Uniform Issues:

The current award provision covering the articles of clothing and replacement periods of the clothing to be rationalised, particularly as it relates to uniform issue.
A committee shall be established comprising Tasmanian Ambulance Service and Ambulance Employees' Association representatives to achieve this end.

(h) Abandonment of Employment:

Where an employee is absent from duty without approval, for a period of fourteen (14) days without notifying the Head of Agency, that employee will be deemed to have abandoned employment.

(i) Union Meetings:

All union meetings shall be held in the employee’s own time unless otherwise agreed between the employer and relevant employee organisation.

(j) Leave without pay for Accrual Purposes:

Employee initiated leave without pay for periods of 20 working days shall not count for the purpose of calculating entitlements to recreation leave, sick leave, or increments, unless the leave without pay is for work related studies.

(k) Grievance Procedures:

Acceptance of and adherence to a grievance procedure.

(l) Special Leave:

This form of leave to be limited to five (5) days in any one (1) year except where an employee is bereaved on more than one occasion.

An administrative instruction will be issued setting out the purpose for which special leave should be granted.

(m) Recreation Leave Allowance:

Recreation Leave Allowance shall be paid in full when an employee takes 10 or more days recreation leave in one period. Should an employee not take such a period of leave within any one leave year, the allowance shall be paid in full on the last day of the leave year.

5. **COMMENCEMENT**

This agreement shall commence from the date ratified or decided by the State Industrial Commission and shall have a life of six months.

........... (Signed)........... P.L. NIELSEN Secretary Ambulance Employees' Association

........... (Signed)........... N. EVERS Minister for Public Administration

DATED AT HOBART THIS 22ND DAY OF JULY 1988
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