TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Minister administering the State Service Act
(T14255 of 2014)

Health Services Union of Australia
Tasmania No. 1 Branch

Health Services Union of Australia
Tasmania No. 2 Branch
(TR488 of 2014)

TASMANIAN AMBULANCE SERVICE AWARD

PRESIDENT TJ ABEY

Award variation – public sector awards – meal allowance – overnight accommodation allowance– incidental allowance - consent matter – variation approved – operative date ffpp on or after 3 November 2014

ORDER BY CONSENT -

No. 4 of 2014
(Consolidated)

THE FOLLOWING CLAUSES ARE VARIED AND THE AWARD IS CONSOLIDATED:

CLAUSE 4 - DATE OF OPERATION; CLAUSE 5 - SUPERSESSION AND SAVINGS; CLAUSE 6 – PARTIES AND PERSONS BOUND, CLAUSE 9(g) – MEAL ALLOWANCE CLAUSE 9(j) – TRAVELLING ALLOWANCE

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 *State Service Act 2000*; whether on a part-time or full-time basis who occupy a position covered by this award.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from first full pay period to commence on or after 3 November 2014.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Tasmanian Ambulance Service Award No. 3 of 2014 (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 FURTHER that the provisions of the *State Service Act 2000* 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) 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 Health Services Union, Tasmania Branch and 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 Administering the *State Service Act 2000*, in relation to all employees.

7. Definitions

'Student Communications Officer' means an employee who is undertaking the Certificate IV in Ambulance Communications or other qualification approved by the Service and who is appointed to an approved Student Communications Officer position. The employee will undertake such work experience as determined by the Service to become a Communications Officer. They are required to practice under supervision of a Communications Officer (or higher) throughout their studentship. This level of employee may be required to undertake call taking duties including the efficient processing of emergency and non-emergency calls utilising such technology as required by the Service. Additionally this level of employee may be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

'Communications Officer' means an employee who holds the Certificate IV in Ambulance Communications or other qualification as approved by the Service and who is appointed to an approved Communications Officer position. This level of employee may be required to undertake call taking duties including the efficient processing of emergency and non-emergency calls utilising such technology as required by the Service. Additionally the employee may be involved in the dispatch and coordination of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

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

'Senior Communications Officer' means an employee who holds the Certificate IV in Ambulance Communications or other qualification as approved by the Service and who is appointed to an approved Senior Communications Officer position. This level of employee may be required to undertake call taking duties including the efficient processing of emergency and non-emergency calls utilising such technology as required by the Service. Additionally the employee may be involved in the dispatch and coordination of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems. The Senior Communications Officer has more responsible duties in relation to the functioning of the communications centre.

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

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

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

'Paramedic' means an employee who holds the Bachelor of Paramedic Science and relevant work experience or other qualification approved by the Service and who is appointed to an approved Paramedic position.

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

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

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

'Extended Care Paramedic (ECP)' means an Intensive Care Paramedic with additional skills and training as approved by the Service and who is appointed to an approved ECP position.

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

'Flight Paramedic – Fixed Wing' means an Intensive Care Paramedic with a Graduate Certificate in Emergency Health (Aero-medical Retrieval) or equivalent as determined by the Service and who is appointed to an approved Flight Paramedic – Fixed Wing position within the Ambulance Tasmania Fixed Wing Squad on a permanent basis. This level of

employee requires specific skills and physical fitness to ensure specialist response capability for this role.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical and aero-medical skills every 3 years or as determined by the Service. The Flight Paramedic – Fixed Wing is responsible for the effective and appropriate application of patient care skills, including intensive care, in a time critical environment on the fixed wing aircraft plus the transport of patients by fixed wing aircraft or other means.

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service course necessary for the maintenance of their clinical and helicopter skills every 3 years or as determined by the Service. The Flight Paramedic – Helicopter is responsible for the effective and appropriate application of patient care skills, including intensive care, in a time critical environment plus the transport of patients by helicopter or other means.

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

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

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

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

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Service. This level of employee delivers educational services and programmes and participates in the assessment process. They also participate in clinical quality assurance activities and perform the duties of an ICP as directed.

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Service. This level of employee will develop, manage and teach into statewide education programmes within the Vocational Education Training sector. They will develop curriculum material in conjunction with external education providers and coordinate education services at a statewide level.

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their clinical skills every 3 years or as determined by the Service. This level of employee will develop, manage and teach into statewide education programmes at a tertiary education level. They will develop curriculum material in conjunction with external education providers and coordinate education services at a statewide level.

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

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

- Operational Command of Mass Casualty Incident in the out of hospital environment
- Ensuring funds are expended according to approved budgets and policies
- Participation in professional development and appraisal

- Maintaining relationships with a range of internal and external organisations and individuals
- Regular feedback and performance management of staff
- Assistance with development of policies, procedures, practices and standards
- Capacity to direct all operational facets in accordance with Service expectations and directives
- Adherence to Key Performance Indicators.

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Service. Responsibilities at this level include those described at Level 1 with the following additions:

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

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Service. Responsibilities at this level include those described at Level 2 with the following additions:

- Participate in performance agreements linked to organisational goals
- Contribute towards development and implementation of strategic and business objective
- Manage multi-disciplinary groups
- Overall management of individual work units including budget

- Develop changes in standards, practices, policies and procedures.

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

Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses necessary for the maintenance of their management/clinical skills every 3 years as determined by the Service. Responsibilities at this level include those described at Level 3 with the following additions:

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

'Service' means Ambulance Tasmania.

'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; ie 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.

'Temporary employee' is 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.

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:

(a) Full-Time Employees

	Salary per Annum $
Paramedic Student Year 1	47,832
Paramedic Student Year 2	50,822
Paramedic Student Year 3	55,306
Paramedic Intern	56,800
Paramedic Year 1	62,998
Paramedic Year 2	64,888
Paramedic Year 3	66,777
Paramedic Year 4	68,667
Paramedic Year 5	70,558
Paramedic Year 6	72,447
Intensive Care Paramedic Year 1	75,597
Intensive Care Paramedic Year 2	76,227
Intensive Care Paramedic Year 3	76,857
Intensive Care Paramedic Year 4	77,488
Intensive Care Paramedic Year 5	78,117
Intensive Care Paramedic Year 6	78,747
Flight Paramedic – Fixed Wing	85,677
Flight Paramedic – Helicopter	85,677
Branch Station Officer Year 1	75,597
Branch Station Officer Year 2	78,747
Branch Station Officer Intensive Care Paramedic Year 1	85,677
Branch Station Officer Intensive Care Paramedic Year 2	87,567
Extended Care Paramedic	87,463
Clinical Support Officer Year 1	88,197
Clinical Support Officer Year 2	88,827
Clinical Support Officer Year 3	89,457

Paramedic Educator - Level 1	82,527
Paramedic Educator – Level 2	114,403
Communications Officer Student	47,479
Communications Officer Year 1	50,239
Communications Officer Year 2	52,999
Communications Officer Year 3	55,760
Communications Officer Year 4	58,520
Senior Communications Officer	61,281
Manager – Level 1	80,937
Manager – Level 2	105,666
Manager – Level 3	125,595
Manager – Level 4	131,875

(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 shall be entitled to public holidays, annual leave and sick leave as prescribed in this award, provided that payment therefore shall be in the proportion of ordinary hours worked to full-time hours.

(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 percent, 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.

(f) Supported Wage System for Persons with Disabilities

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

In this subclause:

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

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

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

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

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

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

(i) Eligibility Criteria

(1) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

(2) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(ii) Supported Wage Rates

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

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

PROVIDED that the minimum amount payable must be not less than $80.00 per week.

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

(iii) Assessment of Capacity

(1) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

(2) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(iv) Lodgement of SWS Wage Assessment Agreement

(1) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Tasmanian Industrial Commission.

(2) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Tasmanian Industrial Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Tasmanian Industrial Commission within 10 working days.

(v) Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review.

The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(vi) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(vii) Workplace Adjustment

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

(viii) Trial Period

(1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(2) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

(3) The minimum amount payable to the employee during the trial period must be no less than $80.00 per week.

(4) Work trials should include induction or training as appropriate to the job being trialled.

(5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under paragraph (iii).

(g) Tasmanian Minimum Wage

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

The Tasmanian Minimum Wage is $640.90 per week operative from 1 August 2014.

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

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 - Salaries, 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 percent 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 percent 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 FURTHER 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 percent of normal salary, shall not exceed $432.00 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 employee'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 percent 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

An employee who is an ambulance officer and who is currently in receipt of the allowance of $9.60 per week for each certificate held, shall continue to receive such allowance subject to the following:

- the allowance shall not be subject to CPI adjustments; and
- the allowance shall cease if an employee is promoted to a higher classification.

PROVIDED that allowances paid under this clause shall be subject to review within three years from the date of the new award.

(d) (i) Higher Duties

An employee required to relieve in 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 paragraph (d)(i) 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 allowance.

(b) For the purposes of paragraphs (d)(i) and (ii) of this clause, reference to employee does not include temporary or casual employees.

(iii) Where an employee receiving an allowance under paragraphs (a)(i) or (a)(ii) 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.

(iv) Payment for overtime shall be at the classification rate inclusive of the allowance provided in paragraphs (i) or (ii).

(e) Kilometreage Allowance

Where an employee is authorised 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:

Cents per Kilometre

Rate 1 Engine capacity of	Rate 2 Engine capacity of

2 litres or more	less than 2 litres
48.20 cents	41.25 cents

(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 $28.15 per day such relief duty is performed.

(g) Meal Allowance

Where an employee is on ambulance duty and is unable to have a meal within the normal meal period, an allowance of:

Breakfast $12.70
Lunch $14.30
Dinner $24.35

is payable.

PROVIDED that the meal may be taken at any location. This allowance is not payable to employees who are on duty at public contracts previously arranged prior to the commencement of the shift.

The normal meal period is defined as between the fourth and sixth hour of a shift and, where the length of the shift extends beyond twelve hours, the ninth and eleventh hour.

PROVIDED FURTHER that an employee who, with the permission of the Supervisor, takes their meal before this period shall not be entitled to the allowance.

Breakfast is any meal period which occurs between midnight and 9.59am. Lunch is any meal period which occurs between 10.00am and 9.59pm. Dinner is any meal period which occurs between 6.00pm and 11.59pm.

(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 $1.38 cents per hour for each hour required to be available with a minimum payment of $18.75 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 $2.04 per hour with a minimum payment of $29.25.

(i) Shift Allowance

In calculation of the 'rostered weekly hours factor' (as defined in Clause 14 - Hours) of the composite wage, a 15 percent 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) Travelling

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

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

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

Overnight Accommodation

Accommodation Venue	Overnight Accommodation Rate
Adelaide	$157.00
Brisbane	$201.00
Canberra	$168.00

Darwin	$216.00
Melbourne	$173.00
Perth	$233.00
Sydney	$185.00
Tasmania	$132.00

Meal Allowances
(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am – 8.30am	$25.35
Lunch	Applicable 12.30 – 2.00pm	$28.55
Dinner	Applicable 6.00pm – 7.30pm	$48.65

Incidental Expenses

Payable per overnight stay: $18.70

(B) The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2014/19, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.

(2) Pre-Booking and Payment of Accommodation

(A) The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.

(B) In such cases the accommodation component of the Travel Allowance Expense will not be paid.

(3) Payment of Actual Travel Expense

(A) The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on meals incurred in the course of business are to be

paid upon the verification of such receipts as may be tendered in support of the claim.

(B) In such cases the accommodation and/or meal allowances prescribed in paragraph (i)(1) of this clause are not to be paid but the actual accommodation and/or meal expenses incurred in the course of business travel are to be reimbursed to the employee.

(C) An employee who has entered into an arrangement in accordance with sub-clause j(i)(3(A) above is to be paid the Incidental Expenses Allowance as prescribed in sub-clause j(i)(1)(A).

(D) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.

(4) Payment for Employee Choice

(A) An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph (i)(1) of this clause.

(B) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.

(C) An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.

(5) Advance Payment of Travel Allowance Expense

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

(6) Additional Transport Costs Incurred On Work Related Travel

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

(7) Conference and Training Course Incidental Allowance

An employee required to attend a training course or conference where accommodation and all meals are provided is to be paid the Incidental Expenses Allowance as prescribed in paragraph (i)(1) of this clause with

the appropriate meal allowance as prescribed in clause j(i)(1)(A) for any meals not provided.

(8) Temporary Assignment of Duties at an Alternate Location

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

(A) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (i)(1) of this clause; and

(B) after three weeks travelling allowances at a rate determined by the employer.

(9) Systematic Travelling

An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (i)(1) of this clause as determined by the employer.

(10) Overseas Travel Allowance Expense

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

(ii) Excess Fares

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

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

(iii) Fares Bass Strait Islands

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.

(iv) Appointment or Transfer to another District

(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 - Salaries, 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 seven consecutive days leave including non working days. Where an employee with 12 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, Recreation Day (where Hobart Regatta Day is not observed); irrespective of whether or not such holiday is observed on a day which for that employee, would have been a rostered day off. This shall not apply to a statutory holiday which is observed on a Saturday or Sunday.

(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 percent 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 percent 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 12 months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any 12 monthly period, be taken into account in calculating the period of 12 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 three hours per call for the time so worked, provided that three 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 recognise 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 the Health Services Union, Tasmania Branch.

(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.

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 of - 20 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. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of six months.

(ii) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.

(iii) **'Day of Placement'** means in relation to the adoption of a child by an employee the earlier of the following days:

(1) The day on which the employee first takes custody of the child for adoption; or
(2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.

(iv) **'Eligible casual employee'** means a casual employee employed during a period of at least 12 months, either:

(1) on a regular and systematic basis for several periods of employment; or

(2) on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

(v) **'Employee'** includes full-time, part-time, permanent, fixed term and "eligible" casual employees.

(vi) **'Expected date of birth'** means the day certified by a medial practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.

(vii) **'Keeping in touch day'** means a day on which an employee performs work for the employer during the period of approved parental leave if:

(1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

(2) both the employee and the employer consent to the employee performing work for the employer on that day(s) or time(s); and

(3) the day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; and

(4) the employee has not already performed 10 days of paid work that were keeping in touch days for the employer or another entity during the period of leave.

(viii) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.

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

(1) the average of the hours worked by the employee over the preceding 12 months or;

(2) the actual hours of work at the time of commencement of leave.

(ix) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.

(x) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.

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

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

(1) have a relationship as a couple; and

(2) are not married to one another or related by family.

(xii) **'Primary Care Giver'** means a person who assumes the principal role of providing care and attention to a child. The employer may require confirmation of primary care giver status.

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

(b) Entitlement

(i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:

(1) for maternity and paternity leave an unbroken period of up to three weeks at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;

(2) for adoption leave an unbroken period of up to three weeks at the time of placement of the child.

(iii) Right to request

(1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or

(B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

(2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

(v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.

(c) Maternity Leave

After twelve months continuous service an employee is entitled to 12weeks paid maternity leave which forms part of the 52 week entitlement provided in subclause (b)(i).

(i) The 12 weeks paid leave is to be taken at the commencement of the period of maternity leave and must be taken in a consecutive period.

(ii) The rate of pay for an employee during the period of the paid absence is the normal rate of pay, as defined in Clause 2 (a) (vii) of this Part;—

(iii) The employee may elect to take payment for the paid period of the absence,

- prior to the commencement of the leave or;
- over 12 consecutive weeks at a consistent rate of pay or;
- over 24 consecutive weeks at a consistent rate of pay

(iv) Where an employee elects to take half pay over 24 weeks the payment beyond the 12 weeks does not increase the accrual of paid leave entitlements prescribed by this award.

(v) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) at least ten weeks' notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;

(2) at least four weeks' notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.

(3) particulars of any period of paternity leave sought or taken by her spouse.

(vi) An employee is not in breach of this clause if failure to give the required notice is due to the date of birth occurring earlier than the presumed date.

(vii) Subject to subclause (c)(i) and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

(viii) An employee who continues to work within the six week period immediately prior to the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that she is fit to work on her normal duties.

(d) Special Maternity Leave

(i) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

(ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.

(iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 12 weeks paid maternity leave, certified as necessary by a registered medical practitioner.

(e) Paternity Leave

An employee is to provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:

(i) A certificate from a registered medical practitioner which names the other parent, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and

(ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) the proposed dates to start and finish the period of paternity leave; and

(2) that the period of paternity leave will be taken to become the primary care-giver of a child; and

(3) particulars of any period of parental leave sought or taken by the other parent.

An employee is not in breach of subclause (e) if the failure to give the required period of notice is due to the birth occurring earlier than expected, or due to the death of the mother of the child, or other compelling circumstances.

(f) Adoption Leave

(i) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.

(ii) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.

(iii) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:

(1) the employee is seeking adoption leave to become the primary care-giver of the child; and

(2) particulars of any period of adoption leave sought or taken by the employee's spouse.

(iv) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.

(v) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(vi) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.

(vii) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. If available paid leave, other than personal leave, may be taken instead.

(viii) An employee is not entitled to paid Adoption Leave unless the child that is, or is to be, placed with the employee for adoption:

(1) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and

(2) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and

(3) is not (otherwise than because of adoption) the child of the employee or the employee’s spouse or de facto partner.

(g) Variation of Period of Parental Leave

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

(h) Parental Leave and Other Entitlements

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

(ii) Unpaid leave

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

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

(iii) Keeping in Touch Days

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

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

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

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

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

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

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

(6) If, during a period of paid parental leave, an employee performs work for the employer on a keeping in touch day performing that work will extend the period of that paid leave but will not extend the period of unpaid parental leave.

(i) Transfer to a Safe Job

(i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.

(ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such time as is certified necessary by a registered medical practitioner.

(j) Returning to Work After a Period of Parental Leave

(i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.

(iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to them immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:

(1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or

(2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or

(3) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.

(iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.

(k) Right to Request

(i) An employee entitled to parental leave pursuant to the provisions of subclause (b)(i) may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.

(ii) The employer is to consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.

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

(1) working on different days or at different times, or both; and/or

(2) working on fewer days or for fewer hours or both, and/or

(3) undertaking different duties at the same classification;

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

(l) Replacement Employees

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

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

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

(m) Communication During Parental Leave

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

(1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties assigned to the employee prior to commencing parental leave.

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

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

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

Public holidays - double time and one half.

Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid at ordinary

rates. The 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 10.00am on the fourth 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 standard installation and annual rental of the employee's telephone will be met by the Director. Except when required by the Director of Ambulance Services, if an employee subsequently moves residence more than three times within six years of any installation or connection paid for by the Director, the employee shall be required to pay the costs of the new telephone installation or connection.

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

If, on the instructions of the Director of Ambulance Services, an employee resumes or continues work without having had nine consecutive hours off duty, such employee shall be paid at the appropriate overtime rate until released from duty for such period, and

shall be entitled to be absent for nine consecutive hours off duty without the loss of pay for ordinary working time occurring during such absence.

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

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, authorised 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.

If such authorised person exceeds the limits of his authority or fails to conduct himself properly, such authority may be terminated by the Secretary for Labour on the application of the Director of Ambulance Services showing good cause.

23. SHIFT WORK

(a) Definitions

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

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

'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 with 28 days notice, or for movements to and from training, leave and country stations, or in the event of sickness or other pressing contingencies.

(c) Overtime

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

(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.

24. PERSONAL LEAVE

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

(a) Definitions

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

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

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

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

(v) **'Immediate family'** in respect of an employee includes:

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

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

(A) Have a relationship as a couple; and

(B) Are not married to one another or related by family.

(2) child or an adult child (including an adopted child, a step child or an exnuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(vi) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.

(vii) **'Personal** Leave' means leave provided for:

(1) personal illness or injury; or

(2) to care for members of their immediate family or household who are sick and require care and support; or

(3) to care for members of their immediate family or household who require care due to an unexpected emergency; or

(4) an employee who is experiencing family violence to attend to health issues or legal, financial, housing, child care or other issues arising from family violence.

(b) Amount of Personal Leave

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

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency; or

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

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

(ii) Personal leave accrues according to length of service. Part time employees are entitled to the same personal leave credits as a full time employee but on a pro-rata basis according to the number of hours worked compared to full time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

(iii) An employee is entitled to a maximum accrual of 152 hours in each personal leave year except as prescribed in subclause (c) of this clause. In the first year of service an employee is entitled to a maximum of 12 hours and 40 minutes for each completed month of service.

(iv) An employee is entitled to leave on full pay (composite rate where applicable).

(c) Accumulation of personal leave

If the full period of personal leave as prescribed in subclause (b) (iii) of this clause is not taken in any personal leave year, the proportion that is not taken is cumulative from year to year without limitation.

(d) The effect of workers compensation

An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.

(e) Personal Leave for Personal Injury or Sickness

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

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

(i) An employee is entitled to use up to 76 hours personal leave, including accrued personal leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

(ii) Leave may be taken for part of a single day.

(iii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in subclause (f)(i), beyond the limit set out in subclause (f)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(g) Sole person accessing leave

In normal circumstances an employee is not to take leave for caring purposes where another person has taken leave to care for the same person.

(h) Employee Must Give Notice

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

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

As far as practicable the employee is to state:

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

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

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

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

(1) notice prior to the absence of the intention to take leave;

(2) the reasons for taking such leave; and

(3) the estimated length of absence.

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

(i) Evidence Supporting Claim

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

(i) Where evidence is required and where reasonably practicable to do so;

(1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner

(2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee

(3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to a reasonable person stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(4) When an employee experiencing family violence is taking leave to attend to matters relating to family violence the employee is to provide documentation acceptable to a reasonable person. Documentary information or contact information (with an appropriate authority from the employee) from any of the services/professional support services listed below is considered acceptable:

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

- Legal service or
- Medical/Health practitioner.

(ii) If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs (1) and (2) or other acceptable documentation as prescribed in paragraph (3) and (4), a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.

(j) Days without medical certificate for personal injury or illness

(i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a certificate from a registered health practitioner.

(ii) A medical certificate from a registered health practitioner is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of 38 hours without a medical certificate in any personal leave year.

(k) Calculation of Personal Leave year

(i) A personal leave year for the purposes of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.

(ii) For any period of leave without pay, including personal leave without pay, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.

(l) Verification of illness

Personal leave on account of personal illness or injury is not to be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer at any reasonable time and place and with reasonable notice.

(m) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an expected emergency. The employer and the employee are to agree on the period. In the absence of agreement, the employee is entitled to take up to two working days per occasion, provided the requirements of subclauses (h) and (i) are met.

(n) Casual Employees

(i) Subject to the evidentiary and notice requirements in subclauses (h) and (i) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.

(ii) Casual employees who are experiencing family violence are entitled to not be available to attend work, or to leave work in accordance with the provisions of this sub-clause.

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

(iv) An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

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 washbasins, 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 Health Services Union, Tasmania Branch on the standard of amenities.

26. STATE SERVICE ACCUMULATED LEAVE SCHEME

An employee shall be entitled to participate in the State Service Accumulated Leave Scheme under the terms and conditions specified in Appendix III.

27. TRAINING

Student Ambulance Officers will be paid basic salary as contained in Clause 8 - Salaries, 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 percent 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.

28. UNIFORMS

(a) New Clothing Issue

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

Group 'A'

Ambulance Officers (including Student Ambulance Officers)
Ambulance Technicians (including Student Ambulance Technicians)
Clinical Instructors
Branch Station Officers
Supervisors (Tactical Operations)

Shirts	5
Trousers/Shorts/Jumpsuits	4 (any combination totalling 4 items)
Overalls (blue rescue)	1
Inner Jacket	1
Sox	8 (any combination of winter/summer totalling 8 pairs)
Epaulettes	1
Skills ID Badge	1
Waterproof Over Trousers	1
Hat	1
Tie	1 (Supervisors only)
Protective Glasses	1
Sun Glasses	1
Belt	1
Boots/Shoes	2 (any combination totalling 2 pairs)
Metal Buttons	2

ID Badge	2
Bag	1

Group 'B'

Ambulance Educators
Co-ordinator - Clinical Research and Education

Shirts	5
Trousers/Shorts	3 (any combination totalling 3 items)
Overalls (blue rescue)	1
Inner Jacket	1
Outer Jacket	1
Sox	4 (any combination of winter/summer totalling 4 pairs)
Epaulettes	2
Skills ID Badge	1
Waterproof Over Trousers	1
Hat	1
Protective Glasses	1
Sun Glasses	1
Belt	1
Shoes	1
Metal Buttons	2
ID Badge	2
Bag	1

Group 'C'

Communications Officers

Trousers/Shorts/Trackpants	3 (any combination totalling 3 items)
Inner Jacket	1 (lightweight version)
Sox	7 (any combination of winter/summer totalling 7 pairs)
Epaulettes	2
Belt	1
Shoes	1
Metal Buttons	2
ID Badge	2
Polo Shirts	2

Group 'D'

Superintendents
Supervisors (State Communications Centre)

Shirts	5
Trousers/Shorts	3 (any combination totalling 3 items)
Inner Jacket	1

Outer Jacket	1
Sox	4 (any combination of winter/summer totalling 4 pairs)
Epaulettes	2
Skills ID Badge	1 (Supervisors only)
Belt	1
Tie	1 (Superintendents only)
Shoes	1
Metal Buttons	2
ID Badge	2
Bag	1

PROVIDED that if an employee is unable to wear issue boots or shoes and produces a medical certificate suitable boots or shoes shall be provided to the value of the issued item.

Replacement of items of uniform 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 uniform items 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.

(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 authorised.

(c) The quantity of uniform issue will be reviewed on an annual basis by the Tasmanian Ambulance Service Uniform Committee. The Committee shall consist of both management and union representation, and other members as the Director of Ambulance Services sees fit.

29. LEAVE RESERVED

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

- Communications Officer) - rate of pay
Trainee Communications Officer) - communications course and qualifications
Senior Communications Officer) deemed relevant

- Keyboard and Office Assistants Award - deletion of pay scales
- Living Away From Home Allowance
- Higher Duties Allowance
- Staff Amenities
- Travelling Allowance
- Call Back
- Ambulance Technician - Quota
- - Entry Requirements
- Training to be articulated with and accredited to the student Ambulance Officer Course
- Out of area calls
- Stress

T J Abey
PRESIDENT

7 November 2014

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 (ie. 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 -

80 day shifts on week days ie.	800.000 hours
60 night shifts on week days	840.000 hours
20 late shifts on week days	188.333 hours
(Total hours worked on week days)	1828.333 hours

Plus

16 day shifts on Saturdays	160.000 hours
12 night shifts on Saturdays	168.000 hours
4 late shifts on Saturdays	37.666 hours
(Total hours worked on Saturdays)	365.666 hours

Plus

16 day shifts on Sundays	160.000 hours
12 night shifts on Sundays	168.000 hours
4 late shifts on Sundays	37.666 hours
(Total hours worked on Sundays)	365.666 hours

Therefore, total hours actually worked over 64 weeks is -

1828.333
365.666
365.666
2559.665 hours

(Average hours per week is - 39.995 hours)

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

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

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

The Ambulance Officer would be paid over the 64 weeks -

1828.333 hours for week days
274.249 hours for shift allowance
731.332 hours for Saturday
914.165 hours for Sundays
3748.079

(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 -

112 day shifts of 10 hours - 1120 hours
112 night shifts of 14 hours - 1568 hours
2688 hours

This is 128 hours in excess of an average 40 hour week over the 64 week cycle (64 x 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 –

Week days total 5 x 18.285 x 2 = 182.85 hours
Saturdays total 18.285 x 2 = 36.57 hours
Sundays total 18.285 x 2 1/2 = 45.71 hours
Total = 265.13 hours

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 –

160 shifts on week days, ie.	1829.328 hours
32 shifts on Saturdays	365.856 hours
32 shifts on Sundays	365.856 hours

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 percent shift loading which amounts to 274.399.

Time worked on Saturday is at double time, ie.

365.856 x 2 - 731.712

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

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.

APPENDIX II

MEMORANDUM OF AGREEMENT

Between the Ambulance Employees' Association of Tasmania and the Minister for Public Administration concerning the payment of a 4 percent 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 PERCENT INCREASE IN SALARIES

A 4 percent 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, ie. $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 hand- overs.

(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

APPENDIX III

STATE SERVICE ACCUMULATED LEAVE SCHEME

1. TITLE

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

2. SUMMARY OF SCHEME

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

3. INTERPRETATION

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *Tasmanian State Service Act 1984*, the Tasmanian State Service Regulations 1985, relevant Awards, Industrial Agreements, Administrative Instructions and Employment Instructions.

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

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

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

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

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

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

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

'participating employee' means an employee whose election to participate in a Plan has been approved by their Head of Agency.

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

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

4. PLANS

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

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

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

5. APPLICATION OF SSALS

5.1 The Head of an Agency, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.

5.2 A Head of an Agency may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Head of Agency that a Plan be made available to them.

5.3 A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any temporary employee the term of whose contract of employment is sufficient to cover the period of the plan.

5.4 The Head of Agency determines:

- whether one or more Plans will be made available to all or only some of the employees;

- whether particular Plans will be made available to particular categories of employees;

- whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;

- the selection arrangements where quotas are imposed; and

- the commencement date of any Plan.

5.5 Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.

5.6 If the Head of Agency determines under Clause 5.5 that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.

6. HOW TO PARTICIPATE IN SSALS

6.1 Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.

6.2 The Head of the Agency may accept or reject an election to participate made in accordance with Clause 6.1.

6.3 The Head of Agency will notify the employee in writing if the employee's election has been disapproved.

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

6.5 An employee's election under Clause 6.1 does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with Clause 6.4.

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

7. CONDITIONS AND ADMINISTRATIVE ARRANGEMENTS

7.1 Work Period to be completed prior to Period of Leave

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

7.2 Suspension of Plan

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

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

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

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

7.3 Accumulated Leave

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

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

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

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

7.4 Payment during the Leave Period

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

7.5 Salary Increments

Salary increments will accrue throughout the period of a Plan.

7.6 Superannuation

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

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).
A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

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

7.7 Other Compulsory Deductions from Pay

Compulsory deductions from pay will be made throughout the period of a Plan.

("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

7.8 Voluntary Deductions from Pay

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

7.9 Administrative Records

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

7.10 Recreation Leave

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

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

7.11 Sick Leave

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

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

7.12 Maternity Leave and Adoption Leave

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

7.13 Other Leave

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

7.14 Long Service Leave

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

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

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

7.15 State Service Holidays (Public Holidays)

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

7.16 Workers Compensation

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

7.17 Employment during Period of Leave

A participating employee shall not be employed elsewhere in the Tasmanian State Service during the leave period of a Plan.

Where a participating employee wishes to undertake employment outside the Tasmanian State Service during the leave period of a Plan, the employee is required to comply with the provisions of Section 79 of the *Tasmanian State Service Act 1984*.

7.18 Cessation of Employment

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