IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T727 of 1987

IN THE MATTER OF AN APPLICATION BY THE AMBULANCE EMPLOYEES' ASSOCIATION OF TASMANIA FOR THE MAKING OF A NEW AWARD

RE: "TASMANIAN AMBULANCE AWARD"

ORDER BY CONSENT -

No. 2 of 1987 (Consolidated)

AMEND THE AMBULANCE SERVICES AWARD BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:
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1. TITLE

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

2. SCOPE

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

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation on and from 6 August 1987.

PROVIDED that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission in the National Wage Case flow-on of 1987) that the unions undertake that for the period of the package they will not pursue any claims, award or overaward, except where consistent with the National Wage Case Principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Ambulance Services Award (No. 1 of 1987 - Consolidated); the Memorandum of Agreement dated 7 September 1982; and the 4 x 4 Roster Agreements - Southern, Northern and North-Western.

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 Tasmanian State Service Act 1984 and the regulations made thereunder, and the Ambulance Service Act 1982, and the regulations made thereunder, as the case may require, shall continue to apply to employees or classes of employee covered by this award as and where such Acts and regulations are applicable, save insofar as the salary to be received by, and the conditions of service of such employees or classes of employee are inconsistent with the provisions of this award.

(a) General

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

(b) Annual Leave (Southern Region)

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

(c) Contract Station Officer

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

Unless otherwise specified, this award shall have application to and be binding upon:

(a) the Minister responsible for the administration of the Tasmanian State Service Act 1984, in relation to all employees for whom classifications appear in this award, whether members of a registered organization or not;

(b) the Ambulance Employees' Association of Tasmania and the officers of that organization and their members for whom classifications appear in this award; and

(c) the Tasmanian Trades and Labor Council.

7. DEFINITIONS

1. Ambulance Officer

'Ambulance Officer' means a graduate of the Certificate of Applied Science (Ambulance Officer) course (or the previous Ambulance Officer Grade III qualifications course); and is the senior officer of an Ambulance crew, responsible for the competent care and transport of patients, utilizing Advanced Life Support (ALS) protocols where appropriate. The Advanced Life Support skill is a requirement only for officers employed after 17 September 1984. The Ambulance Officer is attached to Headquarters and/or Urban Stations.

2. Casual Employee

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

3. Day Worker

'Day worker' means a person whose weekly ordinary hours of work are performed within the days Monday to Friday, inclusive.

4. Full-time Employee

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

5. Part-time Employee

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

S004
6. **Shift Worker**

As defined in Clause 23.

7. **Temporary Employee**

'Temporary employee' means a person engaged by the controlling authority 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 controlling authority.

8. **Accounts Clerk**

Appointments to this position will be made from applicants with appropriate expertise and skills consistent with State Service classification criteria. The Accounts Clerk will carry out those administration and accounting responsibilities and data entry as directed by the Finance officer.

9. **Clerical/Keyboard**

Appointments to this position will be made from applicants with appropriate expertise and skills consistent with State Service classification criteria. This position shall be responsible to the Superintendent (Region) or his deputy for the clerical and keyboard operation at that station.

10. **Clinical Instructor (Region)**

Appointments to this position will be made from ambulance officers with a minimum of eight years experience and who also hold an Advanced Life Support qualification. The Clinical Instructor is an officer who performs ambulance officer duties and in addition is responsible for specific teaching and assessment of standards.

11. **Clinical Instructor (State Training Unit)**

Appointments to this position will be made from applicants who possess appropriate knowledge, skills and experience, required by the specific job programme. This officer's duties are to assist the Course Co-ordinator in the teaching and implementation of techniques and assessment of standards.
12. **Communications Officer**

Appointments to this position will be made from persons holding appropriate communication qualifications and basic first aid certificate. The Communications Officer is attached to the headquarters of a region and is responsible to the Duty Officer for the efficient receipt and transacting of all communication within the control room.

13. **Contract Officer**

Appointments to this position will be made from ambulance officers with a minimum of eight years employment, and who also hold Advanced Life Support qualifications. The Contract Station Officer is responsible for the competent care and transport of patients and for presentation of the contract station.

14. **Course Co-ordinator (State Training Unit)**

Appointments to this position will be made from applicants who possess appropriate knowledge, skills and experience, required by the specific programme job description. The Course Co-ordinator is to provide technical expertise and advise policy development in respective areas of appointment; also to research, plan, programme, conduct and assess training activities within the State.

15. **Deputy Superintendent**

Appointments to this position will be made from officers holding the rank of Station Officer and above. The Deputy Superintendent is to assist and advise the Superintendent (Region) on all matters pertaining to management of the region.

16. **Duty Officer**

Appointments to this position will be made from officers with a minimum of ten years employment. The Duty Officer is responsible to the Superintendent (Region) for the command, deployment and standards of ambulance resources within that region, during his duty hours.

17. **Finance Officer**

Appointments to this position will be made from applicants who possess appropriate knowledge, skills and experience required by the job description. The role of this officer is to carry out those financial, administration responsibilities as delegated by the Director of Ambulance Services.

18. **Keyboard Operator**

Appointments to this position will be made from applicants with appropriate expertise and skills consistent with State Service classification criteria. The Keyboard Operator will be responsible for the correct data entry as directed by the Finance Officer.
19. **Mechanic**

Appointments to this position shall be made from persons holding relevant qualifications and experience in fleet service maintenance. The Mechanic is responsible to the Superintendent of the region for maintenance of the fleet.

20. **Regional Training Officer**

Appointments to this position will be made from Clinical Instructors and above. The Regional Training Officer will manage training activities within the region and report and advise on all aspects of training to both the Superintendent (Region) and Course Co-ordinators.

21. **State Relief Officer**

Appointments to this position will be made from ambulance officers with a minimum of eight years experience, and who also hold the Advanced Life Support qualification. The State Relief Officer is to give effect to those duties prescribed for the position being relieved and to be available for transfer within the Tasmanian Ambulance Service at the discretion of the Director of Ambulance Services.

22. **Station Officer**

Appointments to this position will be made from ambulance officers with a minimum of eight years employment, and who also hold the Advanced Life Support qualification. The Station Officer is responsible for the competent care and transport of patients and also for the presentation and operation of a country ambulance station.

23. **Stations**

(a) **Headquarters Stations**

Headquarters Stations are those situated at:-

- Hobart: 1 Melville Street, Hobart
- Launceston: 450 Wellington Street, Launceston
- Burnie: 2 Strahan Street, Burnie

(b) **Urban Stations**

Urban Stations are those within the same precincts as a headquarters station. They are as follows:-

- Attached to Hobart -
  - Claremont
  - Eastern Shore
Attached to Burnie -
Devonport

(c) Country Stations

Country Stations are those that are outside the metropolis of a headquarters station but within the same region. They are as follows:-

Attached to Hobart -
Huonville
New Norfolk

Attached to Launceston -
George Town
Beaconsfield
Deloraine

Attached to Burnie -
Smithton
Ulverstone

(d) Contract Stations

A Contract Station is a geographically remote station which has one officer appointed in accordance with this award. These stations are Campbell Town and Zeehan.

24. **Student Ambulance Officer**

All new employees without qualification will be required to successfully complete all components of the 'Certificate of Applied Science' (Ambulance Officer) course. During their enrolment in this course which will be provided by the Director of Ambulance Services and conducted in the employer's time, the officer will be classified as Student Ambulance officer and will not work in an unsupervised patient care situation. The course is to be conducted within a three year period.

25. **Superintendent (Administration)**

Appointments to this position will be made from applicants who possess appropriate knowledge, skills and experience required by the job description. The role of this officer is to carry out those administrative responsibilities as delegated by the Director of Ambulance Services.
26. **Superintendent (Region)**

Appointments to this position will be made from officers holding the rank of Station Officer and above. The Superintendent (Region) is to efficiently manage ambulance resources within that region.

27. **Superintendent (Technical)**

Appointments to this position will be made from applicants who possess appropriate knowledge, skills and experience required by the specific programme job description and holding the position of Station Officer and above. The Superintendent (Technical) is to provide research, planning, programming and maintenance policies for all plant and equipment of the Tasmanian Ambulance Service.

8. **SALARIES**

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

<table>
<thead>
<tr>
<th></th>
<th>Salary per Annum</th>
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<tbody>
<tr>
<td><strong>(a) Full-time Employees</strong></td>
<td></td>
</tr>
<tr>
<td>Student Ambulance Officer</td>
<td></td>
</tr>
<tr>
<td>1st year of service</td>
<td>13746</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>14391</td>
</tr>
<tr>
<td>3rd year of service and thereafter</td>
<td>17420</td>
</tr>
<tr>
<td>Ambulance Officer</td>
<td></td>
</tr>
<tr>
<td>1st year of service</td>
<td>18384</td>
</tr>
<tr>
<td>2nd/3rd year of service</td>
<td>18499</td>
</tr>
<tr>
<td>4th/5th year of service</td>
<td>18681</td>
</tr>
<tr>
<td>6th/7th year of service and thereafter</td>
<td>18847</td>
</tr>
<tr>
<td>Ambulance Officer with ALS qualification</td>
<td></td>
</tr>
<tr>
<td>1st year of service</td>
<td>18951</td>
</tr>
<tr>
<td>2nd/3rd year of service</td>
<td>19063</td>
</tr>
<tr>
<td>4th/5th year of service</td>
<td>19247</td>
</tr>
<tr>
<td>6th/7th year of service and thereafter</td>
<td>19414</td>
</tr>
<tr>
<td>Station Officer</td>
<td>21208</td>
</tr>
<tr>
<td>Station officer with ALS</td>
<td>21775</td>
</tr>
<tr>
<td>Contract Officer</td>
<td>35065</td>
</tr>
<tr>
<td>Duty Officer</td>
<td>22726</td>
</tr>
</tbody>
</table>
Communications Officer
1st year of service 15576
2nd year of service 15790
3rd year of service and thereafter 15995

Clinical Instructor (Region)
1st year of service 21309
2nd/3rd year of service 21424
4th/5th year of service 21600
6th/7th year of service and thereafter 21775

Mechanic
1st year of service 18642
2nd year of service 18840
3rd year of service and thereafter 19045

Clerical/Keyboard
1st year of service 14888
2nd year of service 15270
3rd year of service 15626
4th year of service and thereafter 15998

Deputy Superintendent
Southern Region 32755
North Western Region 32755
Northern Region 30679

Superintendent
Southern Region 36336
North Western Region 36336
Northern Region 34030

Course Co-ordinator (State) 26122
Clinical Instructor (State) 25557
Regional Training Officer 26122
Superintendent (Technical) 32784
Superintendent (Administration) 32784
State Relief Officer 21775
Finance Officer 22035
Accounts Clerk 20505
Keyboard operator 15986

(b) Part-time Employees

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

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

(c) Casual Employees

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

(d) Weekly Rate

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

(e) Hourly Rate

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

9. ALLOWANCES (Including Definitions)

(a) Annual Leave Allowance

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

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

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

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

- in the case of a shiftworker 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 shiftworker, more than five weeks recreation leave accrues per annum the excess above five weeks shall be paid only as per projected shift roster;

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

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

be calculated in the case of:

- a non-shiftworker, 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 shiftworker, where the allowance is calculated on the officer's composite wage, at the salary rate applicable to the employee concerned as at the date of commencement of recreation leave; and
- a shiftworker, where the allowance is calculated at 17.5% of his normal salary, at the salary rate applicable to the employee concerned on the day of annual leave accrual in the year in which the recreation leave is credited;

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

(b) Board and Lodging

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

Any employee who is an ambulance officer and holds certificates approved as to course content by the Director of Ambulance Services and which are considered appropriate to the proper performance of his duties, shall be paid an allowance of $5.45 per week for each certificate held. Provided always that the maximum allowance shall not, except on the determination of the Director of Ambulance Services, exceed $16.35 per week. The allowance under this subclause shall be paid for all purposes of this award.

(d) 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.

(e) Kilometrage Allowance

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

<table>
<thead>
<tr>
<th>Cents per Kilometre</th>
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<tbody>
<tr>
<td>Rate A</td>
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<tr>
<td>16 h.p. or more including</td>
</tr>
<tr>
<td>rotary engines</td>
</tr>
<tr>
<td>30.55 cents</td>
</tr>
</tbody>
</table>

(f) Living Away from Home

An employee who relieves another employee at a country station or the Devonport Ambulance Station, and by so doing is required to live away from his normal residence, shall be paid a 'living away from home' allowance of $17.85 per day such relief duty is performed.

(g) Meal Allowance

When an employee is required to work two hours or more after the scheduled finishing time of his shift, and the two hours extends beyond the normal meal period the employee is entitled to receive a meal allowance of $4.75.

Where an employee is away from his duty station on ambulance duty and is unable to have a meal within one hour of the normal meal period, an allowance of:
$4.40  Breakfast
$4.85  Lunch
$8.60  Dinner

is payable. This allowance is not payable to employees who are on duty at public contracts previously arranged. Where an employee has been advised prior to the actual day of a public contract, that he will be required to attend, an allowance of $1.55 will be payable.

(h) On Call

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

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

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

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

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

(i) Shift Allowance

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

(j) Travelling Allowance

(i) Subject to subclause (b) hereof an officer travelling on duty and required to remain away from his normal place of residence overnight, shall, subject to this subclause, be paid a travelling allowance in accordance with the following rates:
Rates per Day

$  

Within this State  63.00
Outside this State (including Papua New Guinea and New Zealand)  88.00

**PROVIDED** that where practicable, an officer, before embarking upon approved travel entitling him to payment of an allowance under this subclause, shall, if he so wishes, be allowed advanced payments of at least 80 per cent of the estimated amount payable for the period in question.

(ii) This allowance shall be calculated at an hourly rate of one twenty-fourth of the daily rate from the time of departure of the officer concerned from his usual place of employment to the time of his return thereto, and shall apply only where an officer is away from his normal place of residence overnight.

(iii) A travelling allowance in excess of or at variance with the rates set forth above may be paid if, on the determination of the controlling authority, special circumstances exist which justify such excess or variation.

(iv) Where an officer travels with a judge or a minister, or in a representative capacity for the State, or on special duties as determined by the controlling authority, and thereby incurs additional expense, he may be paid such traveling allowance as may be determined by the controlling authority.

**10. ANNUAL LEAVE**

(a) Day Workers

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

(b) Shift Workers

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

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

(d) Proportionate Leave on Termination of Service

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

(i) day workers - thirteen and one third hours for each completed month of continuous service;

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

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

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

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

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

(e) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.
In calculating the period of twelve months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any twelve monthly period, be taken into account in calculating the period of twelve months continuous service.

(f) Broken Leave

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

(g) Payment in Lieu Prohibited

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

(h) Payment for Period of Leave

Employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked if not on leave during the relevant period.

In the case of shiftworkers, payment shall be at the appropriate hourly rate multiplied by the rostered weekly hours factor for the period of leave taken.

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

11. CALL BACK

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

12. CONTRACT OF EMPLOYMENT

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

An employee (other than a casual employee) willing to work, and who works less than a full working fortnight, shall be entitled to a full fortnight’s wages.
Employment shall be terminated by two weeks' notice, given by either side or by the payment or forfeiture of two weeks' wages, as the case may be. This shall not affect the right of the Director of Ambulance Services to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.

13. GRIEVANCE PROCEDURE

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

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

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

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

(b) If the employee still feels aggrieved, then the matter shall be referred to his Superintendent. The local union representative shall be present if desired by either party.

(c) If the grievance is unresolved at the second stage, the matter shall be referred to senior management of the Tasmanian Ambulance Service and to the State Secretary of the Ambulance Employees' Association of Tasmania.

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

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

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

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

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

Disciplinary Procedures

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

(a) Day workers

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

(b) Shiftworkers

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.

(c) Rostered Weekly Hours Factor

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

(d) Composite Wage

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

15. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

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

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

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of leave and commencement of leave

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

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

(iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

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

(c) Transfer to a safe job

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

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

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

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

(e) Cancellation of maternity leave

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

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

(f) Special maternity leave and sick leave

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

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

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

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

(iii) For the purposes of sub-clauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.
(iv) An employee returning to work after the completion of a period of leave taken pursuant to this sub-clause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (c), to the position she held immediately before such transfer.

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

(g) Maternity leave and other entitlements

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

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

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

(h) Effect of maternity leave on employment

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

(i) Termination of employment

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

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

(j) Return to work after maternity leave

(i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
(ii) An employee, upon expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to sub-clause (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement employees

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

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

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

(iv) Provided that nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.

(v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

16. MEDICAL EXAMINATIONS

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

17. NOTICE BOARD

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

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

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

Public holidays - double time And one half.

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

19. PAYMENT OF WAGES

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

20. REIMBURSEMENTS

(a) Telephone

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

(b) Licence

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

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

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

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

22. RIGHT OF ENTRY

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

If such authorized 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. SHIFTWORK

(a) Definitions

(i) A 'shift worker' is an employee whose ordinary weekly hours of work are performed in accordance with a roster which regularly includes, Saturdays, Sundays and public holidays; i.e. Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day in the relevant locality, and the first Monday in November in those districts where Hobart Regatta Day is not observed.
(ii) 'Day shift' is a shift which is worked between the hours of 7.00am and 6.00pm.

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

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

(b) Rosters

The roster shall be in accordance with the provisions of Clause 14 - Hours, and exhibited in each station. The roster shall show time of commencing duty, time of ending duty, rostered days off, and the period of 'on call' for a period of 28 days in advance, and shall be kept affixed or posted in a conspicuous part of the premises in which the employees subject to this award work and where it may be readily seen by such employees and the accredited representatives of the Ambulance Employees' Association of Tasmania.

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

(i) returning from a period of leave;

(ii) relief at a Country Station;

(iii) for periods of training exceeding one week;

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

(c) Overtime

All time worked by a shiftworker 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.

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

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

(e) Exchange of Shifts

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

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

(f) Stand Down

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

24. SICK LEAVE

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

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

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

(c) The employee shall prove to the satisfaction of the Director that the employee was unable, on account of such illness or injury, to attend for duty at a time or times for which sick leave is claimed; provided that this shall not be a requirement for absences totalling 2 shifts in any one leave year.
(d) Employees shall not be entitled in respect of any leave year to accrue leave in excess of 96 working hours.

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

25. STAFF AMENITIES

(a) Staff Room

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

(b) Messing Facilities

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

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

(c) Lockers and Showers

The Director of Ambulance Services shall provide for the use of employees hot and cold showers and wash-basins, and for each employee a locker with suitable hanging facilities.

Lavatory accommodation when situated in a shower or locker room, shall be effectively partitioned therefrom.

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

26. STATE RELIEF OFFICER

The appointment is to have effect for a period of twelve months with an option for a further period subject to mutual agreement. During the period of duty rosters by 'days off' relief allocated to the Officer-in-Charge at Campbell Town and Zeehan Branch Stations will be required to work a cyclic period of eight consecutive days on duty with four days off duty during the roster period. An additional four days leave per cyclic period shall be allowed and shall be taken at the conclusion of the roster period.

At the completion of the State Relief Officer appointment, the officer will return to his previous classification.
For the purposes of interpretation of this award, State Relief Officers will be considered as attached to the Ambulance Headquarters, Hobart. The Director will provide accommodation for on-duty periods and the 'living away from home' allowance when relieving at Country Stations and Contract Stations. Travel time and allowance will be paid for journeys into and out of each set of 'duty days'. When relieving at a Headquarters Station or Urban Station other than in the city or town of their residence, State Relief Officers will receive an allowance in accordance with Clause 9(j).

27. TRAINING

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

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

28. UNIFORMS

(a) New Clothing Issue

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

'A' Issue - Communications and State Training Staff

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This document is translated from the original order and is not in itself a legal document. No responsibility is taken for any discrepancy that may arise between this document and the order that was printed and published by the Printing Authority of Tasmania.

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S004
Metal Buttons - large 8 Commissioned Officers
Identification Cards 2

Equipment to be maintained on Station

Overboots
Rubber Gloves
Apron (Acid proof)

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

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

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

(b) Dry Cleaning

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

29. LEAVE RESERVED

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

- Definitions;
- Out of area calls.

R.K. Gozzi
COMMISSIONER

6 August 1987
APPENDIX I

Rostered Weekly Hours Factor

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

Stated below is the method of calculation:

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

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Plus

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</tr>
<tr>
<td>4 late shifts on Sundays</td>
<td>37.666 hours</td>
</tr>
<tr>
<td><strong>(Total hours worked on Sundays)</strong></td>
<td><strong>365.666 hours</strong></td>
</tr>
</tbody>
</table>

Therefore, total hours actually worked over 64 weeks is -

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% shift loading, which amounts to 274.249 hours, in addition to the actual hours worked.

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

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

The Ambulance Officer would be paid over the 64 weeks

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1828.333 hours</td>
<td>for week days</td>
</tr>
<tr>
<td>274.249 hours</td>
<td>for shift allowance</td>
</tr>
<tr>
<td>731.332 hours</td>
<td>for Saturdays</td>
</tr>
<tr>
<td>914.165 hours</td>
<td>for Sundays</td>
</tr>
<tr>
<td>Total</td>
<td>3748.079</td>
</tr>
</tbody>
</table>

(Average hours paid per week is - 58.564 hours)

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

(b) Headquarters Duty Officers

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

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

<table>
<thead>
<tr>
<th>Shifts</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>112 day shifts of 10 hours</td>
<td>1120 hours</td>
</tr>
<tr>
<td>112 night shifts of 14 hours</td>
<td>1568 hours 2688 hours</td>
</tr>
</tbody>
</table>

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 -

<table>
<thead>
<tr>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week days total 5 x 18.285 x 2</td>
<td>182.85 hours</td>
</tr>
<tr>
<td>Saturdays total 18.285 x 2</td>
<td>36.57 hours</td>
</tr>
<tr>
<td>Sundays total 18.285 x 2 1/2</td>
<td>45.71 hours</td>
</tr>
<tr>
<td>Total</td>
<td>265.13 hours</td>
</tr>
<tr>
<td>Average per week over 64 weeks</td>
<td>4.142 hours</td>
</tr>
</tbody>
</table>
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, i.e. 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% shift loading which amounts to 274.399.

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

$$365.856 \times 2 = 731.712$$

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

$$365.856 \times 2 = 914.640$$

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.