IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T712 of 1987

IN THE MATTER OF AN APPLICATION BY THE TASMANIAN TRADES AND LABOR COUNCIL FOR VARIATION OF ALL PUBLIC AND PRIVATE SECTOR AWARDS AND AGREEMENTS TO INCREASE ALL WAGES, SALARIES AND ALLOWANCES BY 6.7 PERCENT AND TO VARY THE PRINCIPLES TO CONFORM WITH THE DECISION OF THE FULL BENCH OF THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

ORDER -

No. 1 of 1987
(Consolidated)

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

This award shall be known as the "Ambulance Services Award".

2. **SCOPE**

This award is established in respect of the industry of:

(a) Ambulance Boards established under the Ambulance Act 1959; and

(b) Ambulance Services other than Ambulance Services provided by a hospital.

3. **ARRANGEMENT**

<table>
<thead>
<tr>
<th>SUBJECT MATTER</th>
<th>CLAUSE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>1</td>
</tr>
<tr>
<td>Scope</td>
<td>2</td>
</tr>
<tr>
<td>Arrangement</td>
<td>3</td>
</tr>
<tr>
<td>Date of Operation</td>
<td>4</td>
</tr>
<tr>
<td>Supersession and Savings</td>
<td>5</td>
</tr>
<tr>
<td>Parties and Persons Bound</td>
<td>6</td>
</tr>
<tr>
<td>Definitions</td>
<td>7</td>
</tr>
<tr>
<td>For the purposes of Division A</td>
<td></td>
</tr>
<tr>
<td>For the purposes of Division C</td>
<td></td>
</tr>
<tr>
<td>Wage Rates</td>
<td>8</td>
</tr>
<tr>
<td>Division A</td>
<td></td>
</tr>
<tr>
<td>Division B - Administrative Staff</td>
<td></td>
</tr>
<tr>
<td>Division C - Executive Staff</td>
<td></td>
</tr>
</tbody>
</table>

**CONDITIONS FOR EMPLOYEES IN DIVISION A**

- Annual Leave                        | 9          |
- Branch Stations Appointments        | 10         |
- Casual Employees                    | 11         |
- Compassionate Leave                 | 12         |
- Driving Licence                     | 13         |
- Dry Cleaning of Uniforms            | 14         |
- Exchange of Shifts                  | 15         |
- Existing Wage Rates                 | 16         |
- Holidays with Pay                   | 17         |
- Hours                               | 18         |
- Late Comers                         | 19         |
- Lockers and Showers                 | 20         |
- Maternity Leave                     | 21         |
- Meal Allowance                      | 22         |
- Medical and Dental Examinations     | 23         |
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.

Messing Facilities 24
New Clothing Issues 25
Notice Board 26
On Call Duty 27
Out of Area Calls 28
Overtime 29
Part-time Employees 30
Payment of Wages 31
Qualification Allowance 32
Reference of Disputes 33
Relieving Employees at Branch Stations 34
Relieving other Employees 35
Right of Entry 36
Rosters 37
Second-hand Clothing 38
Service and Experience Payment 39
Shift Allowance 40
Sick Leave 41
Staff Room 42
Telephone Charges 43
Termination of Service 44
Training 45
Travelling Time and Expenses 46
Work on Saturdays and Sundays 47

CONDITIONS FOR EMPLOYEES IN DIVISION B - ADMINISTRATIVE STAFF

Annual Leave 48
Compassionate Leave 49
Holidays with Pay 50
Hours 51
Maternity Leave 52
Overtime 53
Payment of Wages 54
Saturday, Sunday and Holiday Work 55
Saving 56
Sick Leave 57
Termination of Employment 58

CONDITIONS FOR EMPLOYEES IN DIVISION C - EXECUTIVE STAFF

Annual Leave 59
Appointment of Superintendent/Secretary 60
Compassionate Leave 61
Driving Licence 62
Dry Cleaning 63
Holidays with Pay 64
Hours 65
Maternity Leave 66
4. DATE OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 10 March 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. 2 of 1986 - Consolidated).

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

6. PARTIES AND PERSONS BOUND

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

(a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;

(b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;

(c) the Ambulance Employees' Association (Tasmania) and the officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;

(d) the Tasmanian Chamber of Industries up to and including 26 April 1987, and thereafter the Tasmanian Confederation of Industries; and

(e) the Tasmanian Trades and Labor Council.
7. DEFINITIONS

For the purposes of Division A:

1. 'Ambulance Officer'

   A Student Ambulance Officer, Grade 3, shall be reclassified to Ambulance Officer after the completion of 36 months with the Ambulance Service and after having gained the Certificate of Applied Science (Ambulance Officer) certificate and shall be paid at the rate applicable to that classification.

2. 'Branch Stations' are those that are outside the city of a Headquarters station but within the ambulance district administered by that Headquarters.

   They are as follows:

   Attached to Hobart Headquarters -
   1. Huonville
   2. New Norfolk

   Attached to Launceston Headquarters -
   1. George Town
   2. Beaconsfield
   3. Deloraine
   4. Campbell Town

   Attached to Devonport Headquarters -
   1. Ulverstone

   Attached to Burnie Headquarters -
   1. Smithton

3. A 'casual employee' means any person specifically engaged to work on an irregular basis, as and when required, by mutual consent between employer and employee, but does not include any person employed on a part-time or full-time basis.

4. A 'day worker' is one whose weekly ordinary hours of work are performed within the days Monday to Friday, inclusive.

5. 'Deputy Superintendent'

   The Deputy Superintendent shall be filled by appointment from Station Officer, Grade 3, who holds the qualifications of Deputy Superintendent or who are currently completing that qualification.
6. 'Headquarters Stations' are those situated at -

- 77 Argyle Street, Hobart
- 450 Wellington Street, Launceston
- 167 Steele Street, Devonport
- 2 Strahan Street, Burnie

7. An 'out of area call' is one in which the vehicle is required to travel out of the Ambulance district constituted for the Ambulance Board concerned.

8. A 'part-time employee' is one engaged to regularly work for less hours per day or week than those prescribed for full time employees.

9. A 'shift worker' is one whose weekly ordinary hours of work are performed in accordance with a roster which includes Saturdays, Sundays and Public Holidays.

10. 'Station Officer, Grade 2'

(a) All appointments to Station Officer, Grade 2, shall be made from applicants who have held the qualifications of Ambulance Officer for not less than 12 months and hold the qualifications required for Station Officer, Grade 2.

(b) Any Ambulance Officer holding the qualifications for the classification of Station Officer, Grade 2, shall not receive the rate of pay or wear the rank designation of that classification except on appointment to such classification.

11. 'Station Officer, Grade 3'

(a) The classification of Station Officer, Grade 3, shall be filled from Station Officer, Grade 2, who has held that classification for not less than 12 months and who holds the qualifications of Station Officer, Grade 3, or Ambulance Officers who have held the qualification for Station Officer, Grade 2, for not less than 12 months and who hold the qualification for Station Officer, Grade 3, provided that preference shall be given to applicants holding the classification of Station Officer, Grade 2.

(b) Provided that any Ambulance Officer who has completed 5 years continuous service in the appointment of Ambulance Officer at the date of this award, shall be eligible to sit for the examination for Station Officer, Grade 3, immediately he/she obtains the classification of Station Officer, Grade 2.

(c) Any Station Officer, Grade 2, who has held the qualification for not less than 12 months shall be eligible to apply for examination for Station Officer, Grade 3.

(d) No employee shall wear the rank designation of Station Officer, Grade 3, or receive a rate applicable to that classification except when appointed to the position.
12. 'Student Ambulance Officer, Grade 1'

All new employees without qualification shall be classified as Student Ambulance Officer, Grade 1, and shall be required to successfully complete all components of a Certificate of Applied Science (Ambulance Officer) course by attending a prescribed school of training in the employer's time and at the employer's expense.

13. 'Student Ambulance Officer, Grade 2'

After successful completion of the first 12 months service, a Student Ambulance Officer, Grade 1, shall be reclassified as Student Ambulance Officer, Grade 2, and paid the rate applicable to that classification.

14. 'Student Ambulance Officer, Grade 3'

After successful completion of 12 months service as a Student Ambulance Officer Grade 2, he/she shall be reclassified from Student Ambulance Officer, Grade 2, to Student Ambulance Officer, Grade 3, and paid the rate applicable to that classification.

15. 'Sub-Stations' are those that are within the same precincts as a Headquarters station.

They are as follows:

Attached to Hobart Headquarters

1. Claremont
2. Eastern Shore

Attached to Launceston Headquarters

1. Mowbray

16. 'Work' - for the purposes of this award, an employee shall be deemed to be 'at work' and/or 'on duty' whilst he/she is proceeding to and returning from a case and/or other ambulance duties.

The employee will be classified as being 'at work' and/or 'on duty' until he/she returns to the Station to which he/she was required to commence his/her shift.

An employee shall not be deemed to be 'at work' or 'on duty' for the purposes of overtime payment, where the employee becomes unavoidably detained on any of the Bass Strait Islands or interstate.
For the purposes of Division C:

17. 'Superintendent/Secretary' means an officer appointed as full time Superintendent/Secretary and required to be responsible for the overall management of an Ambulance Service.

8. WAGE RATES

DIVISION A

1. WAGE RATES

The minimum rate of wage that may be paid by employers to adult employees of a classification hereunder mentioned shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Margin Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Student Ambulance Officer Grade 1 (as defined)</td>
<td>254.70</td>
</tr>
<tr>
<td>(b) Student Ambulance Officer Grade 2 (as defined)</td>
<td>266.30</td>
</tr>
<tr>
<td>(c) Student Ambulance Officer Grade 3 (as defined)</td>
<td>298.50</td>
</tr>
<tr>
<td>(d) Ambulance Officer</td>
<td>315.90</td>
</tr>
<tr>
<td>(e) Station Officer Grade 2 (as defined)</td>
<td>358.10</td>
</tr>
<tr>
<td>(f) Station Officer Grade 3 (as defined)</td>
<td>385.30</td>
</tr>
<tr>
<td>(g) Training Officer</td>
<td>385.30</td>
</tr>
<tr>
<td>(h) Clinical Instructor</td>
<td>358.10</td>
</tr>
</tbody>
</table>

3. MINIMUM WAGE

(a) Notwithstanding the provisions of sub-clause 1 hereof, no adult employee shall be paid less than the rate of $208.70 per week.

(b) Provided that payments for overtime, shift allowances, special rates, holiday and weekend penalties prescribed in this award shall not be taken into account in the calculation of such minimum weekly rate of wage.
Where a minimum rate of pay as aforesaid is applicable to an employee for work in ordinary hours the same rate shall be applicable to the calculation of overtime and all other penalty rates, payments during sick leave and annual leave and for all other purposes of this award.

DIVISION B - ADMINISTRATIVE STAFF

1. WAGE RATES

The minimum rate of wage that may be paid by employers to employees classified hereunder shall be the amounts assigned to those classifications:

Amount Per Week

$  

Adult Clerk and/or Typist -

- First year of service 286.30
- Second year of service 293.70
- Third year of service 300.40
- Fourth year of service and thereafter 307.70

Provided always that a clerk and/or typist shall be paid the following amounts in addition to the above rates:

(a) $10.30 per week to a clerk in charge of two or more employees;

(b) $2.50 per week to a cashier (if appointed as such) or to a stenographer who is required to perform such duties.

2. JUNIORS

The minimum rates of wages that may be paid per week to junior employees shall be the undermentioned amounts:

Amount Per Week

$

Clerk, Typist, Stenographer -

- 16 years and under 139.60
- 17 years 155.20
- 18 years 178.50
- 19 years 199.50
- 20 years 221.50
DIVISION C - EXECUTIVE STAFF

1. WAGE RATES

The minimum rate of wage that may be paid by employers to employees classified hereunder shall be the amounts assigned to those classifications.

<table>
<thead>
<tr>
<th>Amount Per Week</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent in charge of:</td>
<td></td>
</tr>
<tr>
<td>1 to 19 employees</td>
<td>555.40</td>
</tr>
<tr>
<td>20 to 29 employees</td>
<td>597.50</td>
</tr>
<tr>
<td>30 to 39 employees</td>
<td>618.60</td>
</tr>
<tr>
<td>40 to 49 employees</td>
<td>639.30</td>
</tr>
<tr>
<td>50 to 59 employees</td>
<td>660.00</td>
</tr>
<tr>
<td>60 to 69 employees</td>
<td>702.40</td>
</tr>
<tr>
<td>70 to 79 employees</td>
<td>723.60</td>
</tr>
<tr>
<td>80 employees and over</td>
<td>744.80</td>
</tr>
</tbody>
</table>

Deputy Superintendents to be paid 90% of the total rate applicable to a Superintendent, viz:

<table>
<thead>
<tr>
<th>Amount Per Week</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Superintendent in establishments with:</td>
<td></td>
</tr>
<tr>
<td>1 to 19 employees</td>
<td>500.90</td>
</tr>
<tr>
<td>20 to 29 employees</td>
<td>538.80</td>
</tr>
<tr>
<td>30 to 39 employees</td>
<td>557.70</td>
</tr>
<tr>
<td>40 to 49 employees</td>
<td>576.40</td>
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<tr>
<td>50 to 59 employees</td>
<td>595.00</td>
</tr>
<tr>
<td>60 to 69 employees</td>
<td>633.20</td>
</tr>
<tr>
<td>70 to 79 employees</td>
<td>652.20</td>
</tr>
<tr>
<td>80 employees and over</td>
<td>671.30</td>
</tr>
</tbody>
</table>

9. ANNUAL LEAVE

(a) Period of Leave

(i) Dayworkers:

A period of 28 consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave).
(ii) Shiftworkers:

(a) In addition to the leave prescribed in paragraph (i) of this sub-clause, shiftworkers, that is, employees who are rostered to work regularly on Sundays and Holidays, 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 12 monthly period as a shiftworker, he/she shall be entitled to have the period of annual leave prescribed in sub-clause (b) hereof increased by one half a day for each month he/she is continuously engaged.

(b) Annual Leave Exclusive of Public Holidays

(i) Dayworkers:

Subject to this sub-clause, the annual leave prescribed by this clause shall be exclusive of any holidays prescribed by Clause 17 - Holidays With Pay, and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(ii) Shiftworkers:

Notwithstanding the foregoing provisions, a shiftworker shall have added to his/her period of annual leave one day for each statutory holiday mentioned in Clause 17 - Holidays with Pay, 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 on a Sunday.

(c) Broken Leave

The annual leave shall be given and taken in a continuous period, or if the employee and employer so agree, in two separate periods and not otherwise.

(d) Payment in lieu Prohibited

Except as provided in sub-clause (f) hereof, payment shall not be made or accepted in lieu of annual leave.
(e) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period, and no deduction shall be made for board and lodgings. For the purposes of this sub-clause, wages payable at the time of taking leave shall include shift penalty rates, weekend penalty rates, qualification allowance and service and experience payments.

In addition thereto, all employees, other than casual, intermittent or part-time employees, shall be paid an amount equivalent to the minimum wage as prescribed in Clause 8 - Wage Rates, Division A, sub-clause 2, Minimum Wage.

(f) Proportionate Leave on Termination of Service

(i) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his/her employment, or his/her employment is terminated by the employer through no fault of the employee the employee shall be paid at his/her ordinary rate of wage as follows:

(a) Dayworkers - thirteen and one third hours for each completed month of continuous service.

(b) Shiftworkers - sixteen and two thirds hours for each completed month of continuous service and in addition such entitlements established under the provisions of sub-clause (a) (ii) and sub-clause (b) hereof.

(ii) An employee who during a period of annual leave suffers personal illness or injury as a consequence of which he/she is certified as unfit for duty by a medical practitioner approved by the employer the period of annual leave applying to such employee shall be extended by the number of working days for which he/she is so certified as being unfit for duty, the days involved in such extension to be paid sick leave if entitlement exists under the provisions of Clause 41 - Sick Leave, or unpaid if sick leave credits have been exhausted.

10. BRANCH STATIONS APPOINTMENTS

(a) Appointments to One Man Branch Stations shall be made from officers qualified to the rank of Station Officer, Grade 2, who shall be paid the rate for that qualification as prescribed in Clause 8 Wage Rates, Division A, sub-clause 1, and Clause 39 - Service and Experience Payment, from the time of taking up duties until such duties under the term of the appointment are concluded.

(b) The appointment of Officer-in-Charge of a Branch Station shall be made from officers qualified to the rank of Station Officer, Grade 2, who shall be paid the rate for that qualification as prescribed in Clause 8 - Wage Rates, Division A, sub-clause 1, and Clause 39 Service and Experience Payment, from the time of taking up duties until such duties under the terms of the appointment are concluded.
(c) If an officer appointed in accordance with sub-clause (b) has not qualified to the rank of Station Officer, Grade 2 within the period specified in that sub-clause his/her salary shall then revert to the rate prescribed for his/her qualification.

11. CASUAL EMPLOYEES

A casual employee (as defined) for working ordinary time shall be paid per hour one-fortieth of the weekly rates prescribed for the work for which he/she performs plus 20 per cent; such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

12. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grand-father, grand-mother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

13. DRIVING LICENCE

The employer shall pay the yearly driving licence fee for each driver or attendant who is required to drive a vehicle during his/her normal duties.

14. DRY CLEANING OF UNIFORMS

The employer shall pay the cost of dry cleaning the uniform of an employee, provided such dry cleaning becomes necessary through ambulance duties, and has been authorised.
15. 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 officer-in-charge has first been obtained but, if the employee detailed originally to work the later shift fails to report for duty, or if, when reporting for duty is, in the opinion of the officer-in-charge, at the time, not capable of performing such duty, the employee who has already worked the first exchange shall be responsible to work the later shift or the remainder of the shift without any additional cost to the employer.

16. EXISTING WAGE RATES

An employee who is at present in receipt of a wage rate in excess of that prescribed in Clause 8 - Wage Rates shall not have his/her wage rate reduced as a result of this award.

17. HOLIDAYS WITH PAY

(a) All employees other than shift workers and those mentioned in Clause 11 - Casual Employees and sub-clause (b) of Clause 30 - Part-time Employees, shall be allowed the following days as paid holidays:

- 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 (as defined),
- the first Monday in November (where Hobart Regatta Day is not observed),
- Christmas Day and Boxing Day.

(b) Payment for the holidays mentioned in sub-clause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he/she had been at work.

(c) Payment to an employee for work performed on holidays mentioned in sub-clause (a) shall be at the rates prescribed elsewhere in this award.

(d) 'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of eleven (11) paid public holidays per year.

(e) Where any employee (other than a shift worker) is required to work on any of the holidays mentioned in this clause he/she shall be paid at the rate of double time and one half for the period during which work is performed.
18. HOURS

(a) Headquarters and sub-stations

The ordinary hours of employment shall be as follows:

(i) for employees who are regularly rostered for duty on week days and Saturdays and Sundays, an aggregate not exceeding 160 hours in any four-weekly period, to be worked in not more than 10 shifts of 8 hours each in any fortnightly period. Provided that the hours prescribed in this paragraph are inclusive of a paid meal break of 30 minutes duration and further provided that the provisions of this paragraph may be varied by mutual agreement between the employer's representative and the accredited representative of the employees.

(ii) for employees on day work, 40 hours per week, to be worked in 5 days, Monday to Friday inclusive, over a period not exceeding 8 consecutive hours per day (exclusive of meal time) between the hours of 7 a.m. and 7 p.m.

(iii) There shall be at least 10 hours break between rostered shifts.

(b) Branch Stations

(i) The ordinary hours of work for all employees at any Branch Station shall be 40 hours per week worked in 4 days in Day Shifts of 10 consecutive hours between 7 a.m. and 7 p.m.

(ii) Employees shall be given a schedule setting out their days of duty, and days off duty, for a period of 21 days.

(iii) Employees shall be free from duty at least one weekend in every three, but by mutual agreement between the employer and the employee the schedule may be varied in cases of sickness or emergency. A ‘day’ for the purposes of freedom from duty shall be a calendar day.

(iv) Nothing in this clause shall prohibit an employee from temporarily leaving the Station after having made arrangements satisfactory to the Superintendent or in the absence his/her Deputy for the proper carrying on by him/her of the Service during his/her temporary absence.

(v) However employees permanently attached to Branch Stations and working the hours prescribed in sub-clause (b) (i) herein shall not be entitled to shift allowance.

(c) For the purpose of this clause the working week shall commence at midnight on Sunday, but the provisions of this sub-clause may be varied on the terms of agreement reached between the employer's representative and the Ambulance Employees' Association (Tasmania).
19. LATE COMERS

Any employee who is more than five minutes late in reporting for duty without reasonable cause shall be reduced in pay at the rate of 1/4 hour for each 1/4 hour or part thereof he/she is late.

In the event of an employee being delayed by any unforeseen cause prior to or in the course of proceeding to his/her place of employment, he/she shall, where practicable, immediately notify the officer-in-charge of the probable delay in reporting for duty.

Any dispute as to whether an employee has a reasonable cause for being late shall be referred to the Secretary for Labor for hearing and adjudication and his decision on the matter shall be final.

20. LOCKERS AND SHOWERS

(a) The employer 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 shower or locker room, shall effectively be partitioned therefrom.

(b) The employer shall provide a domestic employee for the cleaning of all interiors and exteriors of Headquarter Stations.

21. 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.

22. MEAL ALLOWANCE

(a) An employee required to work overtime for 2 hours or more after completion of his/her rostered shift shall be paid the amount of $4.80 as a meal allowance, provided that the initial overtime extends beyond the normal meal period. If the overtime extends beyond any further meal periods an amount of $4.80 shall be paid for each meal.

(b) Where an employee is required to travel away from his/her station on ambulance duties which do not allow a meal to be taken within one hour of the normal time set down for the conclusion of a meal period, he/she shall be paid the amount of $4.80 as a meal allowance.

(c) The normal meal period shall be observed after the completion of 4 hours and not more than 5 hours duty during each shift.

23. MEDICAL AND DENTAL EXAMINATIONS

When an employee is required by his/her employer to undergo medical or dental examination, the examining medical or dental officer shall be nominated by the employer, who shall bear the cost of such examination.

Such examinations shall be conducted in the employer's time.

24. MESSING FACILITIES

(a) A messing room shall be provided at each Station and shall consist of washing, cooking and storage facilities. In addition a refrigerator shall be provided.

(b) The employer shall provide all cooking and eating utensils.
25. NEW CLOTHING/issues

(a) The employer shall provide the undermentioned articles of clothing free of cost to the employee:

**ISSUE A**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts</td>
<td>9 (inclusive of long sleeved and short sleeved open neck style.)</td>
</tr>
<tr>
<td>Trousers</td>
<td>3</td>
</tr>
<tr>
<td>Shorts</td>
<td>2</td>
</tr>
<tr>
<td>Belts</td>
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<tr>
<td>Caps</td>
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</tr>
<tr>
<td>Shoes</td>
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</tr>
<tr>
<td>Boots</td>
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</tr>
<tr>
<td>Ties</td>
<td>2</td>
</tr>
<tr>
<td>Overalls (white)</td>
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</tr>
<tr>
<td>Identification Badges</td>
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<tr>
<td>Overalls (blue)</td>
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</tr>
<tr>
<td>Work Jacket</td>
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</tr>
<tr>
<td>Dress Tunic</td>
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</tr>
<tr>
<td>Pullover or Cardigan</td>
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</tr>
<tr>
<td>Socks (short)</td>
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</tr>
<tr>
<td>Socks (long)</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Rank Identification</td>
<td></td>
</tr>
<tr>
<td>Epaulettes</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Waterproof Coat</td>
<td>1) these items with</td>
</tr>
<tr>
<td>Waterproof Trousers</td>
<td>1) suitable reflectable markings</td>
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<tr>
<td>Metal Buttons (small)</td>
<td>12</td>
</tr>
<tr>
<td>Metal Buttons (large)</td>
<td>8</td>
</tr>
</tbody>
</table>

**ISSUE B** Equipment to be maintained on station.

Overboots
Rubber Gloves
Apron (acid proof) i

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

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

(c) All clothing shall remain the property of the employer.

(d) All clothing lost or damaged in the course of employment shall be repaired or replaced by the employer.
(e) 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 employer and employee.

(f) The provisions of this clause shall not apply to an employee during the 3 months' probationary period.

26. NOTICE BOARD

Each station or sub-station shall permit a notice board, of reasonable dimensions, to be erected in a prominent position upon which the Association's representative may be permitted to post Association notices.

27. ON CALL DUTY

(a) (i) 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/herself in readiness to answer a call.

At Headquarters and sub-stations 'on call' may only be rostered to provide coverage as back-up to rostered duty staff.

(ii) Time 'on call' shall not be counted as time worked unless an employee is called out for duty, in which case an employee shall be paid at overtime rates for the actual period or periods of duty with a minimum payment for three hours per call, for the time so worked in any day during which the employee is 'on call', provided that three hours has elapsed from the commencement of the previous call.

(iii) Provided further than nothing in this sub-clause shall prohibit an employee from temporarily leaving the station or his/her home when rostered for 'on call' after having made arrangements satisfactory to the Superintendent or, in his/her absence, his/her deputy, for the proper carrying on by him/her of the service during the temporary absence.

(iv) An employee shall be free from 'on call' duty every second weekend and for at least six days in every period of fourteen consecutive days.

(v) Provided that an employee shall not be rostered 'on call' on his/her rostered day off.

(vi) A 'day' for the purposes of freedom from duty shall be a calendar day.

(vii) An employee shall not be required to perform 'on call' duty at any place other than his/her normal residence except as provided in sub-clause (a) of Clause 34 - Relieving Employees at Branch Stations.
(b) As compensation for time 'on call' an employee who, during a period of his/her employment is required to be 'on call' pursuant to subclause (a) hereof, shall be paid at the rate of $5.40 per 8 hour shift, or part shift thereof.

28. OUT OF AREA CALLS

An employee on ambulance duty who is outside the normal area covered by his/her duty station during the normal meal period shall be allowed 30 minutes for a meal break.

An amount of $4.80 shall be paid to cover meal expenses.

29. OVERTIME

(a) Excepting as elsewhere prescribed, all time worked outside of those fixed as ordinary hours within the spread of hours prescribed in paragraph (ii) of sub-clause (a) of Clause 18 - Hours, shall be paid for at the rate of double time, such double time to continue until the employee has been relieved for at least 10 hours. All time worked by a shift worker outside of those hours for which he/she is rostered shall be paid for at the rate of double time.

Provided that all time worked on a Sunday shall be paid for at the rate of double time and one half, as provided for in Clause 47 - Work on Saturdays and Sundays.

(b) In the calculation of overtime for the purposes of this clause the hourly rate shall be derived by dividing the ordinary rate for 40 hours by 40 and penalty payments for shift and weekend work shall not be taken into account.

(c) Overtime shall be computed to the nearest one-quarter of an hour.

(d) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising the employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

(e) 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/her 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 will engage and pay for transportation home by taxi.

(f) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

S004
An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of his/her employer, such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall be entitled to be absent until he/she has had ten consecutive hours off duty without 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'.

(g) In computing overtime each day's work shall stand alone; provided that the appropriate overtime rate shall continue to apply until the completion of the overtime work begun on the previous day.

30. PART-TIME EMPLOYEES

(a) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave, holidays and sick leave as prescribed in Clauses 9, 17 and 41, provided that payment therefor shall be made at the rate normally paid to such employee for a similar period of time worked.

The wage rates payable per hour shall be one fortieth of the relevant rates prescribed.

(b) Part-time employees engaged to work less than 20 hours per week shall be paid per hour one-fortieth of the relevant rate prescribed plus an additional 20 per cent, such payment being in lieu of public holidays, annual leave and sick leave.

31. PAYMENT OF WAGES

(a) Wages shall be paid fortnightly and shall be available no later than 2.00 p.m. on the second day following the close of the pay period.

(b) On each pay day along with his/her pay each employee shall be furnished with a statement or envelope showing the gross of ordinary wages, overtime and penalty rates together with all details of deductions.
(c) Payment of amounts prescribed in Clauses 35, 39, 40 and 47 shall continue to be made during periods of annual leave, paid sick leave, long service leave and other absences approved by the employer during which ordinary wages are paid.

32. QUALIFICATION ALLOWANCE

(a) Where an officer has qualified for and gained higher grades of certificates over and above those he/she held at his/her appointment, he/she shall receive a weekly allowance of $5.40 per certificate in addition to the amount prescribed.

(b) An employee suitably qualified and authorised to adopt advanced life support measures shall receive a weekly allowance of $10.90 in addition to the amount prescribed and in addition to sub-clause (a) hereof.

33. REFERENCES OF DISPUTES

Any dispute arising in respect of any matter to which this award relates shall, providing the matter is a question of fact and not law, be referred to the Secretary for Labour whose decision shall be final.

34. RELIEVING EMPLOYEES AT BRANCH STATIONS

(a) An employee relieving at a Branch Station may be required to perform 'on call' duty during those periods in which he/she is not rostered for duty.

If the employee is required to be 'on call' at a place other than his/her normal residence he/she shall be paid at the rate of $8.20 per 8 hour shift or part thereof.

(b) An employee who relieves another employee at a Branch Station, and by so doing is required to live away from his/her normal residence, shall be paid a victualling and incidental expense allowance of $9.70 per day for each day he/she performs such relief duty.

35. RELIEVING OTHER EMPLOYEES

(a) Where an employee is called upon to relieve another employee and by so doing, is required to live away from home, he/she shall be provided with or paid for full board and lodging acceptable to the standards of the Ambulance Employees' Association (Tasmania).

(b) An employee required to relieve in a higher classification for a period of not less than one working day shall receive not less than the minimum rate prescribed for the higher classification.
(c) Any Station Officer appointed as a relieving Superintendent/Secretary or Superintendent shall be paid not less than the rate applicable to the classification of the relieved position.

36. **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, each employer shall permit an official of a union, authorised in writing by the Secretary for Labour, to enter his/her 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/her authority or fails to conduct himself/herself properly, such authority may be terminated by the Secretary for Labour on the application of an employer showing good cause.

37. **ROSTERS**

Such hours, as prescribed in Clause 18 - Hours, shall be exhibited in each station at least one week before the commencing date of the roster and shall show the period of duty for a period of 21 days.

Rosters shall show time of commencing duty, time of ending duty, rostered days off, and the period of 'on call' duty for each 21 days and shall be kept affixed or posted in a conspicuous part of the premises in which the persons subject to this award are employed and, where it may be readily seen by such employees and the Secretary or other accredited representative of the Ambulance Employees' Association (Tasmania).

The roster once posted shall not be departed from otherwise than by the mutual consent of the employer and employee.

Saturday and Sunday work shall be equally distributed whenever practicable.

Duty rosters will be so arranged that, at all times, rostered days off will involve a minimum of 2 consecutive days off and, single rostered days off will not be permitted, unless mutually agreed between the employer and employee.

38. **SECOND-HAND CLOTHING**

The employer shall not re-issue any uniform, etc. unless same has been laundered, repaired, and is in good order, and is acceptable to the standard of the Ambulance Employees' Association (Tasmania).
39. SERVICE AND EXPERIENCE PAYMENT

In addition to the wage rates and allowances prescribed in this award all adult employees mentioned in Clause 8 - Wage Rates, Division A, subclause 1 shall, subject to the following conditions, be paid the amounts prescribed herein.

1. Conditions of Payment -

(a) A part-time employee shall be paid proportionately to the number of hours worked per week.

(b) Employees who qualify for the next higher rate of payment shall, subject to the qualifications set out in these conditions, be entitled to receive the higher rate from the scale from the beginning of the first pay period to commence on or after the completion of their qualifying period of service.

Continuous service for the purpose of this clause means unbroken service with any Ambulance Board which is subject to this award and shall include any absences from work on leave with pay, retirement on account of ill-health provided that the employee is re-engaged within a period of six months and any absence on workers' compensation which does not exceed 12 months. Provided further that any break in service between one Ambulance Board and another Board shall be counted as continuous service where the time elapsed between cessation of employment with one and commencement of employment with another Board does not exceed one month.

This shall not affect the right of an employer to give credit to an employee for past service with another employer engaged in the industry covered by this award in determining the starting point within the scale set out in sub-clause 2 hereof. Provided further that when calculating the duration of a period of continuous service there shall be deducted:

(i) any period of leave without pay other than sick leave;

(ii) any continuous period of absence on sick leave to the extent to which such period exceeds six months;

(iii) any period of service prior to the termination of employment for disciplinary reasons or voluntary termination of employment for any reason other than ill-health.

(d) Payments of the amounts prescribed shall continue to be made during periods of annual leave or other absences approved by the employer during which ordinary wages are paid.

(e) Payments of the amounts prescribed shall be on the basis of a 40 hour week, and shall not be taken into account for payment prescribed under Clauses 29, 40 and 47.
2. Scale of Payments -

<table>
<thead>
<tr>
<th>On completion of</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two years' service</td>
<td>23.80</td>
</tr>
<tr>
<td>Four years' service</td>
<td>25.90</td>
</tr>
<tr>
<td>Six years' service</td>
<td>29.50</td>
</tr>
<tr>
<td>Eight years' service</td>
<td>32.70</td>
</tr>
</tbody>
</table>

40. SHIFT ALLOWANCE

Employees rostered for duty in accordance with the provisions of Clause 37 - Rosters, shall be paid 15 per cent extra for each shift worked, including day shift.

41. SICK LEAVE

An employee who is absent from his/her employment 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) He/she shall not be entitled to be paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(b) He/she shall prove to the satisfaction of his/her employer (or in the event of a dispute, the Secretary for Labour) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that this shall not be a requirement for absences totalling 2 days in any one year.

(c) He/she shall not be entitled in respect of any year to leave in excess of twelve working days. This provision shall be subject to the conditions of sub-clause (d) of this clause.

(d) Leave allowable under this clause which is not availed of by an employee during the period in which it accrued shall be allowed to accumulate, subject to continuous employment. An employer shall not be required to make any payment in respect of accumulated sick leave to an employee who is discharged or leaves the employment.
42. STAFF ROOM

The employer shall provide and furnish a staff room for employees to a standard which is mutually acceptable to the employer and the Ambulance Employees' Association (Tasmania) and any disputed matters shall be referred to the Tasmanian Industrial Commission for determination.

43. TELEPHONE CHARGES

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

44. TERMINATION OF SERVICE

Employment may be terminated by the employee on giving not less than two weeks' notice or by the employer on giving not less than two weeks' notice, or by forfeiture or payment of two weeks' wages as the case may be but this shall not affect the right of an employer to dismiss an employee for misconduct or neglect of duty in which case wages shall be paid up to the time of dismissal only. Any dispute under this clause shall be determined by the Secretary for Labour.

45. TRAINING

(a) While an employee is at a training school, he/she shall be paid the wages he/she would have received had he/she been at work as provided in sub-clause (e) of Clause 9 - Annual Leave.

(b) Where an interstate training period extends over a weekend, an employee shall receive an additional payment of $38.20 for each weekend.

(c) Where an employee is required to and undertakes training intrastate and the period away from home extends for more than 2 weeks, then the employer shall either provide transport or the reasonable cost thereof to enable the employee to return to his/her home for the second weekend.

The employer shall also either provide transport or the reasonable cost thereof to enable the employee to return to the training session after the employee's weekend at home.

Where the provisions of this sub-clause are acted upon, the provisions of sub-clause (b) hereof will not apply at the same time.
46. TRAVELLING TIME AND EXPENSES

(a) Where an employee is directed to report for duty to a sub or headquarters station, other than to which he/she is attached, he/she may travel in the employers time.

(b) A travelling allowance shall be paid by the employer at the rate of 18 cents per kilometre.

47. WORK ON SATURDAYS AND SUNDAYS

Employees normally rostered for work on Saturdays and Sundays shall, for work performed (other than as overtime) between midnight on Friday and midnight on Saturday, be paid at the rate of double time, and for work performed between midnight on Saturday and midnight on Sunday, at the rate of double time and one half. The premium rates prescribed in this clause shall be in substitution for and not cumulative upon those prescribed as a shift premium in Clause 40 - Shift Allowance.

CONDITIONS FOR EMPLOYEES IN DIVISION B - ADMINISTRATIVE STAFF

48. ANNUAL LEAVE

(a) Period of Leave

   (i) A period of 28 days' annual leave shall be allowed to an employee after each twelve months' employment on weekly hiring.

(b) Annual Leave exclusive of public holidays

   If any of the holidays prescribed by Clause 50 - Holidays with Pay falls within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday so occurring.

(c) Payment in lieu prohibited

   Except as provided in sub-clause (g) payment shall not be made or accepted in lieu of annual leave.

(d) Time of taking leave

   Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.
(e) Payment for period of leave

All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. In addition thereto, all employees, shall be paid an amount equivalent to the minimum wage as prescribed in Clause 8 - Wage Rates, Division A, subclause 2.

(f) Leave allowed before due date

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may for each completed month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 50 - Holidays with Pay.

(g) Proportionate Leave on termination of service

If after one completed month of service in any qualifying twelve-monthly period an employee lawfully leaves his/her employment, or his/her employment is terminated by the employer through no fault of the employee the employee shall be paid at his/her ordinary rate of wage as follows:

thirteen and one third hours for each completed month of continuous service.

(h) Broken Leave

Prohibited except where mutually agreed. Annual leave shall be given and taken in a continuous period or, if the employer and employee so agree, in two separate periods, the lessor of which shall be of not less than seven consecutive days. No entitlement shall be permitted to accrue beyond twelve months after the date of accrual.
49. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grandfarther, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

50. HOLIDAYS WITH PAY

(a) All employees (other than casuals) shall be allowed the following days as paid holidays:

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 (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(b) Payment for the holidays mentioned in sub-clause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he/she had been at work.

(c) Payment to an employee for work performed on holidays mentioned in sub-clause (a) shall be at the rates prescribed elsewhere in this award.

(d) 'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of eleven (11) paid public holidays per year.

51. HOURS

The ordinary number of hours shall be 37.5 per week to be worked between 8.30 a.m. and 6.00 p.m. Monday to Friday inclusive.
52. MATERNITY LEAVE

The provisions of Clause 21 - Maternity Leave shall also apply to employees in this Division.

53. OVERTIME

All time worked before the time fixed for commencing work or after the time fixed for ceasing work or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.

54. PAYMENT OF WAGES

Wages shall be paid fortnightly not later than Thursday and within 48 hours of the close of the pay period.

55. SATURDAY, SUNDAY AND HOLIDAY WORK

Double time shall be paid for all work performed on Saturday and Sunday and double time and a half for all work performed on public holidays as prescribed in Clause 50 - Holidays with Pay.

56. SAVING

An employee who, at the time of the making of this award was in receipt of a wage at a rate higher than that provided herein for the class of work in question, shall not be subject to a reduction thereto.

57. SICK LEAVE

(a) An employee, other than one engaged as a casual, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations

(i) he/she shall not be entitled to such leave of absence for any period in respect of which he/she is entitled to workers' compensation;

(ii) he/she shall, within forty-eight hours of the commencement of such absence, inform the employer of his/her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;
(iii) he/she shall prove to the satisfaction of the employer (or in the event of a dispute, the Secretary for Labour), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;

(iv) he/she shall not be entitled in any year (whether in the employment of one employer or of more) to sick leave credit in excess of two weeks of ordinary working time;

(v) For the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or within two weeks of the employee entering his/her employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

(b) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be credited to the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year;

(c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

58. TERMINATION OF EMPLOYMENT

Excepting as to casual employees, employment shall be terminated by giving one week’s notice or the payment or forfeiture of one week’s wages, as the case may be, but this shall not affect the right of the employer to dismiss an employee for misconduct or neglect of duty in which case wages shall be paid up to the time of dismissal only.

CONDITIONS FOR EMPLOYEES IN DIVISION C - EXECUTIVE STAFF

59. ANNUAL LEAVE

(a) A period of 28 consecutive days’ leave shall be allowed annually to an employee after 12 months’ continuous service (less the period of annual leave).

(b) Payment for Period of Leave

Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period.
In addition thereto, all employees shall be paid an amount equivalent to the minimum wage as prescribed in Clause 8 - Wage Rates, Division A, subclause 2.

60. APPOINTMENT OF SUPERINTENDENT/SECRETARY

Appointment to the classification of Superintendent/Secretary shall be subject to the following:

The minimum qualification required be that of Station Officer, Grade 3, provided that he/she has been appointed to that position for a minimum of 3 years.

61. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

Proof of such death, in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

62. DRIVING LICENCE

The employer shall pay the yearly driving licence fee.

63. DRY CLEANING

The employer shall pay the cost of dry cleaning the uniform of an employee, provided such dry cleaning becomes necessary through ambulance duties, and has been authorised.
64. **HOLIDAYS WITH PAY**

(a) Employees covered by this Division shall be allowed the following days as paid holidays:

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 (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

(b) Payment for the holidays mentioned in sub-clause (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday, he/she had been at work.

(c) Time off in lieu shall be granted for work performed on the holidays mentioned in sub-clause (a).

(d) 'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of eleven (11) paid public holidays per year.

65. **HOURS**

The ordinary hours of employment shall be 40 hours per week to be worked in 5 days provided that an employee in this Division shall work at all other reasonable times as and when necessary.

66. **MATERNITY LEAVE**

The provisions of Clause 21 - Maternity Leave shall also apply to employees in this Division.

67. **MEDICAL AND DENTAL EXAMINATION**

When an employee is required by his/her employer to undergo medical or dental examination, the examining medical or dental officer shall be nominated by the employer, who shall bear the cost of such examination.
68. **SAVING**

An employee who, at the time of making this award, was in receipt of a wage at a rate higher than that provided herein for the class of work in question, shall not be subject to a reduction thereto.

Further, that where previous conditions have been established in respect to a contract of employment agreement, no reduction of conditions shall apply.

69. **SICK LEAVE**

An employee who is absent from his/her employment 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) He/she shall not be entitled to be paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(b) He/she shall prove to the satisfaction of his/her employer (or in the event of a dispute, the Secretary for Labour) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that this shall not be a requirement for absences totalling 2 days in any one year.

(c) He/she shall not be entitled in respect of any year to leave in excess of 12 working days. This provision shall be subject to the conditions of sub-clause (d) of this clause.

(d) Leave allowable under this clause which is not availed of by an employee during the period in which it accrued shall be allowed to accumulate, subject to continuous employment. An employer shall not be required to make any payment in respect of accumulated sick leave to an employee who is discharged or leaves the employment.

70. **TERMINATION OF SERVICE**

Employment may be terminated by the employee on giving not less than 4 weeks' notice or by the employer on giving not less than 4 weeks' notice, or by forfeiture of payment of 4 weeks' wages as the case may be. This shall not affect the right of an employer to dismiss an employee for misconduct or neglect of duty in which case wages shall be paid up to the time of dismissal only.

71. **TRAVELLING**

A Superintendent/Secretary required to be away from his/her home, on duty, shall be paid the Public Service Rate applying for accommodation and meals.
72. **UNIFORM**

(a) The employer shall provide the following:-

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts, white</td>
<td>9</td>
</tr>
<tr>
<td>Trousers</td>
<td>3</td>
</tr>
<tr>
<td>Belt</td>
<td>1</td>
</tr>
<tr>
<td>Cap</td>
<td>1</td>
</tr>
<tr>
<td>Shoes</td>
<td>2 pairs</td>
</tr>
<tr>
<td>Ties</td>
<td>2</td>
</tr>
<tr>
<td>Dress Tunic</td>
<td>1</td>
</tr>
<tr>
<td>Socks</td>
<td>8 pairs</td>
</tr>
<tr>
<td>Pullover</td>
<td>1</td>
</tr>
<tr>
<td>Waterproof coat, trousers</td>
<td>1</td>
</tr>
</tbody>
</table>

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

(c) All clothing shall remain the property of the employer.

(d) All clothing lost or damaged in the course of employment shall be repaired or replaced by the employer.

(e) 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 employer and employee.

R.K. Gozzi  
**COMMISSIONER**

9 June 1987