



TASMANIAN INDUSTRIAL COMMISSION

CITATION: Filing of the Ambulance Tasmania Industrial Agreement 2022 [2023] TASIC 9

PARTIES:

Minister administering the State Service Act 2000

Health Services Union, Tasmania Branch

SUBJECT: *Industrial Relations Act 1984*, s 55(2) application for filing of Industrial Agreement

FILE NO: T15011 of 2023

HEARING DATE(S): 4 April 2023

HEARING LOCATION: Tasmanian Industrial Commission, Hobart

DATE REASONS ISSUED: 28 April 2023

MEMBER: President D J Barclay

CATCHWORDS: Industrial agreement – application approved – agreement to effect salary increases - no change to other terms and conditions – agreement operative from 1 July 2022 until 30 June 2025 - forwarded to registrar for registration.

REPRESENTATION:

Emily Reale, Kiralee Gates and Jordan Emery for Minister administering the State Service Act 2000

Tim Jacobson and James Eddington for the Health Services Union, Tasmania Branch

FILING OF THE AMBULANCE TASMANIA INDUSTRIAL AGREEMENT 2022 [2023] TASIC 9

REASONS FOR DECISION

HOBART, 28 APRIL 2023

[1] On 23 March 2023, the Minister administering the *State Service Act 2000* (MASSA) lodged with the Registrar, pursuant to Section 55(2) of the *Industrial Relations Act 1984* (the Act), Ambulance Tasmania Industrial Agreement 2022 (the Agreement). The Application also seeks the cancellation of the Ambulance Tasmania Industrial Agreement 2019.

[2] At the hearing in Hobart on 4 April 2023, Emily Reale, Kiralee Gates and Jordan Emery appeared on behalf of MASSA and Tim Jacobson and James Eddington appeared on behalf of the Health Services Union, Tasmania Branch (HSU).

[3] The parties lodged written submissions. It is convenient to attach the Minister's submissions.¹ It may be seen that the variations to the award relate to a number of matters which are all dealt with in those submissions. Of significance are that the Agreement effects salary increases totalling 9.5% over 3 years, provides for flat rate payments in respect to cost of living, low income and the like.

[4] The parties submitted that the Agreement was in the public interest and did not disadvantage those to whom the Agreement applied. The parties also submitted that there was genuine consent to the Agreement.

[5] Additionally, the parties submitted that the cancellation of the 2019 agreement would not disadvantage any employees to whom that agreement applied.

[6] I am satisfied that it is appropriate to cancel the 2019 agreement and I order that it is cancelled. I am satisfied that the agreement is consistent with the public interest requirements of the Act, does not disadvantage the employees concerned, and the term of the agreement does not exceed 5 years. I am satisfied that there is genuine consent to the Agreement by the parties to it.

[7] Pursuant to s 55(4) the Agreement is approved with an operative date 1 July 2022 and shall remain in force until 30 June 2025. The file will now be referred to the Registrar for registration of the Agreement in accordance with the requirements of s 56(1) of the Act.

¹ See Appendix 1.



Appearances:

Ms Reale, Ms Gates and Mr Emery for MASSA
Mr Jacobson and Mr Eddington for HSU

Date and place of hearing:

2023
4 April
Hobart

APPENDIX 1

TASMANIAN INDUSTRIAL COMMISSION

Matter T15011 of 2023

SECTION 55 *INDUSTRIAL RELATIONS ACT 1984*

MINISTER ADMINISTERING THE *STATE SERVICE ACT 2000*

Filing of the *Ambulance Tasmania Industrial Agreement 2022*

OUTLINE OF SUBMISSION

Introduction

1. The Agreement has been filed with the consent of all the parties to provide for salary increases and improvements in conditions and entitlements for employees covered by the Ambulance Tasmania Industrial Agreement 2022 (the Agreement).
2. Following extensive and productive discussions between the parties in relation to the matters raised by all parties, the Head of the State Service presented an offer to the Health Services Union, Tasmania Branch (HSU), reflecting those discussions.
3. The offer presented to the HSU on 31 January 2023 was comprehensive and includes provisions for salary increases, cost of living payment/retention payment, lower income payment and enhanced terms and conditions including new contemporary Tasmanian State Service Standard provisions, including:
 - improved leave entitlements for paid parental leave (including an increase to the weeks of paid parental leave for the primary and secondary caregiver);
 - bereavement and compassionate leave (to incorporate coverage for miscarriage and stillbirth);
 - family violence leave (increase from 10 days to 20 days);
 - amended definition for Aboriginal kinship relationships (amendment to the definition of immediate family to recognise significant Aboriginal kinship relationships);
 - the extension of salary sacrifice arrangements for all employees in remote/regional locations;
 - (new) grandparent leave (paid and unpaid leave provisions to support grandparents acting as primary caregivers);
 - (new) foster leave (up to 10 days per year to support foster carers);
 - (new) surrogacy leave (6 weeks paid leave to support an employee acting as a surrogate in a formal surrogacy arrangement);
 - (new) Aboriginal cultural leave (5 days paid leave for Aboriginal or Torres Strait Islander employees to assist in cultural and ceremonial obligations or community culture events);

- (new) disability leave (5 days per year to be use for activities or appointments associated with an employee's disability); and
 - (new) gender transition leave (4 weeks paid leave and 48 weeks unpaid leave for employees undertaking a gender affirmation process).
4. Once these standard provisions have been confirmed through changes to the Tasmanian State Service Award and the Health and Human Services (Tasmanian State Service) Award, applications for variations will then be made for other TSS Awards, including the Ambulance Tasmania Award, to incorporate these changes.

Clause 4 – Date and Period of Operation

5. Clause 4.1 cancels and replaces the Ambulance Tasmania Industrial Agreement 2019 which was registered on 18 May 2020.
6. The Agreement applies for a period of three years with effect from 1 July 2022 and will remain in force until 30 June 2025.
7. The parties have agreed to commence negotiations for a replacement agreement on or before 30 November 2024.

Clause 7 – Salary Increases

8. Clause 7 of the Agreement sets out the salary increases for employees covered by this Agreement.
9. Clause 7.1 provides that salaries will increase as follows:
- (i) 3.5 per cent with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2022
 - (ii) 3 per cent per annum with effect from ffppcooa 1 December 2023; and
 - (iii) 3 per cent with effect from ffppcooa 1 December 2024.
10. In addition, Clause 7.2 provides that employees covered by the Agreement receive a flat rate \$1000 cost of living increase to the base salaries in the relevant Schedules of the Agreement, effective ffppcooa 1 December 2022 to apply prior to the percentage increases contained in 7.1(i) of the Agreement.
11. Clause 7.3 provides that certain employees will receive a further lower income flat rate \$500 increase to the base salaries in Schedule 1 of the Agreement effective ffppcooa 1 December 2022 to apply prior to the percentage increases contained in 7.1(i) of the Agreement.
12. Clause 7.4 provides that certain employees will receive a flat rate one-off Lower Income Payment as follows:
- (i) \$1,000 (pro-rata) payable from the ffppcooa the date of registration of this Agreement
 - (ii) \$500 (pro-rata) payable from the ffppcooa 1 December 2023
 - (iii) \$500 (pro-rata) payable from the ffppcooa 1 December 2024

13. Part-time and fixed-term casual employees who meet the eligibility for the Lower Income Payment will receive pro-rata payment of the Lower Income Payment on the basis of their average fortnightly hours worked as a proportion of the full time equivalent fortnightly hours. Due to the differing nature of individual working arrangements within the State Service several options for the calculation of the average fortnightly hours have been provided for in the Agreement.
14. A minor error has been noted in the Agreement filed for registration regarding the titles of Schedules contained in the Agreement. It is noted that each of the salary tables (Table 1 being salary rates ffppcooa 1 December 2022, Table 2 ffppcooa 1 December 2023 and Table 3 ffppcooa 1 December 2024) attached to the Agreement are under 'Schedule 1', however under cl 7.6, 7.7 and 7.8 of the Agreement reference is made to 'Schedule 1', 'Schedule 2' and 'Schedule 3' which respectively covers each of the salary Tables 1, 2 and 3. For the record, 'Schedule 1' at page 19 of the Agreement which contains Table 2 salary rates should read 'Schedule 2', and 'Schedule 1' at page 23 of the Agreement which contains Table 3 salary rates should read 'Schedule 3'.

Clause 8 – End of Shift Dispatch

15. Clause 8 provides that within three months of the date of registration of the Agreement, a case priority-based end of shift protection policy will be developed to avoid end of shift overtime.
16. It is noted that the policy will provide protection to assist in avoiding end of shift overtime, however noting that once employees have extended past their rostered shift completion time, Clause 9 – Release from Extended Shift will apply.

Clause 12 – Professional Development

17. The Professional Development Allowance has increased to \$1000 per annum for employees covered by the Agreement including Communications Centre employees.
18. The allowance is paid under certain circumstances, including \$500 per annum on an employee's anniversary date and \$500 per annum upon application to the employer for genuine professional development purposes.
19. The employer will develop the procedure for assessing applications in consultation with the union.
20. The allowance is available from the ffppcooa 31 March 2022.

Clause 13 – Remote and Rural Allowances

21. This is a new clause that provides for allowances for employees in remote and rural locations if their substantive position is at a remote or rural site and is working at a remote or rural site as defined.
22. Employees employed at a Remote site as defined under sub-cl 13.2 will be paid an allowance of 8 per cent of base salary payable from ffppcooa 1 December 2022.

23. Employees employed at a Rural site as defined under sub-cl 13.3 will be paid an allowance of 4 per cent of base salary payable from ffppcoa 1 December 2022.

Clause 15 – Kilometrage and Travel

24. This clause expands of the current Agreement clause to clarify the entitlement to kilometrage and travel.
25. The clause provides that for rostered duty (i.e. normal shifts) allocated to a location other than the employee's home station, the employee will be entitled to be paid for travel time at applicable award rates that are in excess of the kilometres travelled from their normal place of residence to their home station. The same applies for overtime shifts that are worked as a result of a direction or requirement of Ambulance Tasmania (but not including overtime shifts where an employee has requested to work at a station other than their home station, in which case the entitlement under cl 15 does not apply).

Clause 16 – Cluster Stations

26. The table at Clause 22.4 of the current Agreement is to be replaced with a new table to expand the Cluster Stations provisions to allow for greater use of Relief Station Officer/Pool Paramedic positions based on the Branch Station Officer – Relief model.

Clause 17 – Training Days

27. This is a new entitlement that provides 16 hours of paid time during rostered hours to undertake face to face learning arranged by Ambulance Tasmania each calendar year.

Clause 18 – Structural Adjustments

28. Structural adjustments will be applied to employees as specified under this clause. The adjustments will be applied following the percentage increases outlined in cl 7.1 at \$250 from ffppcoa the date of registration of the Agreement, \$250 payable on the ffppcoa 1 December 2023 and \$250 payable on the ffppcoa 1 December 2024. The Schedules contained within the Agreement sets out the annual rates including the structural adjustments.

Current Agreement clauses

29. All other clauses contained in the current *Ambulance Tasmania Industrial Agreement 2019* will be carried over to this Agreement.

No Disadvantage and Public interest

30. In closing, it is submitted that the new agreement provisions in this application do not disadvantage the employees covered by this Agreement, that there is genuine consent of the parties, and consistent with section 55 (4C)(b) of the *Industrial Relations Act 1984* (Tas) the public interest is satisfied.