TASMANIAN INDUSTRIAL COMMISSION

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

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:
PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by $19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to $14.60 - State Minimum Wage rate determined at $546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

TASMANIAN AMBULANCE SERVICE AWARD

ORDER BY CONSENT

No. 1 of 2008
(Consolidated)

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

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 have effect from the first full pay period to commence on or after 1 August 2008.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Tasmanian Ambulance Service Award No. 2 of 2007 (Consolidated).

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

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

(a) General

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

(b) Contract Station Officer

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

6. PARTIES AND PERSONS BOUND

This award shall apply to, and be binding upon:

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

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

the Health Services Union of Australia, Tasmania No. 1 Branch and officers of that organisation and their members for whom classifications appear in this award;

(c) the controlling authority having an interest in this award is the Minister Administering the *State Service Act 2000*, in relation to all employees.

7. DEFINITIONS

'Ambulance Educator' means the officer responsible for the conduct of the Associate Diploma Health Science (Paramedical Studies) and other training activities, which may include Advanced Life Support.
Appointments to this position will be made from persons holding an accreditation in Advanced Life Support.

'Ambulance Officer (Advanced Life Support)' means a person with a current accreditation in the Advanced Life Support programme.

'Ambulance Officer (Advanced Life Support and Patient Extrication)' means a person with a current accreditation in both the Advanced Life Support and Patient Extrication programmes.

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

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

'Ambulance Officer (Patient Extrication)' means a person with a current accreditation in the Patient Extrication programme.

'Ambulance Technician (Patient Care and Rescue Support)' means a person who holds a current accreditation in the Patient Care Support and Rescue Support programmes.

'Ambulance Technician (Patient Care Support)' means a person who holds a current accreditation in the Patient Care Support programme.

'Branch Station Officer' means an Ambulance Officer attached to a country station.

'Branch Station Officer (Advanced Life Support)' means an Ambulance Officer Advanced Life Support) attached to a country station.

'Branch Station Officer (Advanced Life Support and Patient Extrication)' means an Ambulance Officer (Advanced Life Support and Patient Extrication) attached to a country station.

'Branch Station Officer (Patient Extrication)' means an Ambulance Officer (Patient Extrication) attached to a country station.

'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.

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

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

'Communications Officer' means a person responsible for processing all communications within the control room and the operation of a computer aided dispatch system.

'Controlling Authority' means the Minister for Public Sector Administration.

'Co-ordinator Clinical Education and Research' means the officer responsible for the conduct of the Advanced Life Support Course and other training activities. Managing and co-ordinating research in clinical pre-hospital care and assisting the Superintendent with the management and development of educational and clinical quality assurance programs.

'Day worker' means an employee who works ordinary hours as defined in Clause 14 - Hours, subclause (a) within the days Monday to Friday inclusive.

'Director of Ambulance Services' means a person responsible for the review, development and method of delivery of all ambulance operational resources within the State.

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

'Fleet Manager' means a person responsible for the overall operations of fleet management procedures on a state-wide basis including the purchasing, disposal and maintenance of vehicles.

Appointment to this position will be made from persons with the accredited qualifications of a mechanic.

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

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

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

'Student Ambulance Technician' means a person without qualification as an Ambulance Technician employed to undertake the Ambulance Technician course. Such officers will be required to successfully complete all components of the course and advance to the classification of Ambulance Technician (Patient Care and Rescue Support) within two years. Failure to successfully complete any component of the Ambulance Technician course or failure to advance to the classification of Ambulance Technician (Patient Care and Rescue Support) will result in termination of employment.

'Supervisor (Tactical Operation)' means a person responsible to a manager for the command, deployment and standard of ambulance resources within an area. Appointments to this position will be made from persons with relevant ambulance practitioner experience.

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

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

'Temporary employee' means a person who either:

(a) is engaged to relieve a full-time or part-time employee for specific periods of leave; or
(b) is engaged temporarily for specific duties over a fixed time period determined by the Head of Agency.

8. SALARIES

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

(a) Full-Time Employees

	Salary per Annum $
Student Ambulance Officer	
1st year of service	29141
2nd year of service	29864
3rd year of service & thereafter	33256
Ambulance Technician	
Student Ambulance Technician	29141
Ambulance Technician (Patient Care Support)	31199
Ambulance Technician (Patient Care & Rescue Support)	33360
Ambulance Officer (Certificate of Equivalency)	
1st year of service	35550
2nd/3rd year of service	35579
4th/5th year of service	35793
6th/7th year of service & thereafter	35985
Ambulance Officer (Patient Extrication)	
1st year of service	37540
2nd/3rd year of service	37686
4th/5th year of service	37919
6th/7th year of service & thereafter	38131
Ambulance Officer (Advanced Life Support)	
1st year of service	38696
2nd/3rd year of service	38842
4th/5th year of service	39079
6th/7th year of service & thereafter	39297
Ambulance Officer (Advanced Life Support & Patient Extrication)	
1st year of service	40479
2nd/3rd year of service	40649
4th/5th year of service	40928
6th/7th year of service & thereafter	41182
Branch Station Officer (Certificate of Equivalency)	38734

Branch Station Officer (Patient Extrication)	41270
Branch Station Officer (Advanced Life Support)	42602
Branch Station Officer (Advanced Life Support & Patient Extrication)	44662
Clinical Instructor with Advanced Life Support	
1st year of service	42473
2nd/3rd year of service	42635
4th/5th year of service	42891
6th/7th year of service & thereafter	43143
Clinical Instructor with Advanced Life Support Patient Extrication	
1st year of service	44485
2nd/3rd year of service	44662
4th/5th year of service	44933
6th/7th year of service & thereafter	45201
Supervisor (Tactical Operations)	45740
Communications Officer	
Student	31682
Level 1	32997
Level 2	34416
Level 3	35627
Level 4	36942
Superintendent	60379
Co-ordinator Clinical Education and Research	54319
Ambulance Educator	51156
Fleet Manager	47064

(b) Part-Time Employees

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

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

(c) Casual Employees

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

(d) Weekly Rate

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

(e) Hourly Rate

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

(f) Supported Wage System

(i) Eligibility Criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (iii) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(ii) For the purposes of this subclause:

'Supported Wage System' means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(iii) Supported Wage Rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (paragraph (iv))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than $66 per week.

(iv) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

(2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of Assessment Instrument

(1) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

(2) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(vi) Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(vii) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

(viii) Workplace Adjustment

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

(ix) Trial Period

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

(2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).

(3) The minimum amount payable to the employee during the trial period shall be no less than $66 per week or such greater amount as is agreed from time to time between the parties.

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

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

9. ALLOWANCES (INCLUDING DEFINITIONS)

(a) Annual Leave Allowance

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

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

Shift worker - an employee who, but for the period of recreation leave, would have worked shift work - an allowance calculated at the rate of 17.5 percent of his normal salary, including any higher duty allowance or all-purpose payments payable to the employee concerned.

PROVIDED that an employee who would have received shift payments which would have entitled him to a greater monetary amount, then an allowance shall be calculated as an amount equivalent to the shift payment he would have received in accordance with his projected shift roster.

PROVIDED FURTHER that such allowance shall:

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

- in the case of a shift worker a period of five weeks recreation leave; and
- in all other cases a period of four weeks recreation leave;

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

in no case where the allowance is calculated on the basis of 17.5 percent of normal salary, shall not exceed $405 per annum; and shall be calculated having regard to movements in the Consumer Price Index from time to time on an annual basis;

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

be calculated in the case of:

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

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

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

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

(b) Board and Lodging

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

(c) Certificate Allowance

An employee who is an ambulance officer and who is currently in receipt of the allowance of $8.90 per week for each certificate held, shall continue to receive such allowance subject to the following:

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

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

(d) (i) Higher Duties

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

(ii) More Responsible Duties

(a) Where for a period of five days or more an employee is required to perform more responsible duties which are not capable of being paid as provided for in paragraph (d)(i) of this clause the Controlling Authority shall authorise a more responsible duties allowance.

The allowance shall be established by reference to the value of the more responsible duties allowance.

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

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

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

(e) Kilometreage Allowance

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

Cents per Kilometre

Rate 1	Rate 2
Engine capacity of 2 litres or more	Engine capacity of less than 2 litres
48.20 cents	41.25 cents

(f) Living Away from Home

An employee who relieves another employee at a country station or the Devonport Ambulance Station, and by so doing is required to live away from his normal residence, shall be paid a 'living away from home' allowance of $28.15 per day such relief duty is performed.

(g) Meal Allowance

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

Breakfast $7.00
Lunch $7.70
Dinner $13.60

is payable.

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

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

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

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

(h) On Call

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

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

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

An employee shall be free from 'on call' duty every second weekend and for at least six calendar days in every period of fourteen consecutive days. An employee shall not be rostered 'on call' on his days off. An employee rostered to remain 'on call' shall be paid an allowance of $1.19 cents per hour for each hour required to be available with a minimum payment of $16.60. 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 $1.77 per hour with a minimum payment of $25.10.

(i) Shift Allowance

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

(j) Travelling Allowance

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

Component	Within Tasmania $	Outside Tasmania $	Sydney $
Overnight Absence From Normal Place of Residence	69.05	96.60	112.75
Breakfast (preceding or following an overnight absence) applicable hours 7.00am – 8.30am	11.25	11.25	11.25
Lunch (preceding or following an overnight absence) applicable hours 12.30pm – 2.00pm	10.05	10.05	10.05
Dinner (preceding or following an overnight absence) applicable hours 6.00pm – 7.30pm	21.35	21.35	21.35

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

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

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

(iii) Notwithstanding paragraph (i) of this subclause where the controlling authority is satisfied that no reasonable alternative accommodation is available, the employee may be reimbursed for actual expenses incurred.

(iv) Where an employee travels with a Judge or a Minister or in a representative capacity for the State, or on special duties as determined by the controlling authority, and thereby incurs additional expense, the employee may be paid such travelling allowance as may be determined by the controlling authority.

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

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

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

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

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

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

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

		Rates per Day $
(A)	Within this State	10.75
(B)	Outside this State	15.10

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

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

PROVIDED that:

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

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

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

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

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

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

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

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

(2) Such allowance shall be payable in the first instance for a period not exceeding three months as the controlling authority concerned may, as he deems necessary, extend such period for any number of additional periods not exceeding three months at any one time.

(3) The controlling authority concerned may, at any time, increase, reduce or revoke any allowance granted under this subparagraph.

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

10. ANNUAL LEAVE

(a) Day Workers

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

(b) Shift Workers

In addition to the leave prescribed for day workers, shift workers shall be allowed seven consecutive days leave including non working days. Where an employee with 12 months continuous service is engaged for part of the twelve monthly period as a shift worker such employee shall be entitled to have the period of annual leave prescribed increased by one day for each two months the employee is so continuously engaged.

(c) Public Holidays (Annual Leave Exclusive of)

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

(d) Proportionate Leave on Termination of Service

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

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

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

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

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

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

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

(e) Calculation of Continuous Service

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

In calculating the period of 12 months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any 12 monthly period, be taken into account in calculating the period of 12 months continuous service.

(f) Broken Leave

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

(g) Payment in Lieu Prohibited

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

(h) Payment for Period of Leave

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

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

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

11. CALL BACK

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

12. CONTRACT OF EMPLOYMENT

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

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

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

13. GRIEVANCE PROCEDURE

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

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

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

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

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

(c) If the grievance is unresolved at the second stage, the matter shall be referred to senior management of the Tasmanian Ambulance Service and the Health Services Union of Australia, Tasmania No. 1 Branch.

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

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

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

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

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

14. HOURS

(a) Day Workers

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

(b) Shift Workers

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

(i) employees attached to Headquarters and Urban Stations shall work a roster system of four days on duty followed by four days off duty, PROVIDED that

the rostered average weekly hours do not exceed 40 ordinary hours plus two extra duty hours;

(ii) employees at Country Stations shall work a roster system of four days on duty followed by four days off duty in shifts of 11 hours 25 minutes duration.

(iii) employees who are regularly rostered for duty on week days and Saturdays and Sundays shall be entitled to a paid meal break of - 20 minutes duration for a day or afternoon/late shift and - 20 minutes duration for a night shift.

(c) Rostered Weekly Hours Factor

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

(d) Composite Wage

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

15. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

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

For the purposes of this clause:

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

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from six to 52 weeks and shall include a period of six 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 four 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 six weeks immediately prior to her presumed date of confinement.

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

(c) Transfer to a Safe Job

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

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

(d) Variation of Period of Maternity Leave

(i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by 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 four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(f) Special Maternity Leave and Sick Leave

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

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

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

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

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

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

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

(g) Maternity Leave and Other Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (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 four weeks prior to the expiration of her period of maternity leave.

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

(k) Replacement Employees

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

(ii) Before an employer engages a replacement employee under this subclause, 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 subclause shall be construed as requiring an employer to engage a replacement employee.

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

16. MEDICAL EXAMINATIONS

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

17. NOTICE BOARD

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

18. OVERTIME (OTHER THAN SHIFT WORKERS)

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

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

Public holidays - double time and one half.

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

19. PAYMENT OF WAGES

Wages shall be paid fortnightly and shall be available no later than 10.00am on the fourth day following the close of the pay period. On each pay day every employee shall be furnished with a statement detailing total earnings and deductions.

Wages, including overtime, shall be paid by direct deposit (Electronic Funds Transfer).

PROVIDED that no penalty for late payment will apply where payment of wages is delayed by reasons beyond the employer's control.

20. REIMBURSEMENTS

(a) Telephone

Where the Director of Ambulance Services requires an employee to have a telephone installed, all costs associated with the initial standard installation and annual rental of the employee's telephone will be met by the Director. Except when required by the Director of Ambulance Services, if an employee subsequently moves residence more than three times within six years of any installation or connection paid for by the Director, the employee shall be required to pay the costs of the new telephone installation or connection.

(b) Licence

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

21. REST PERIOD AFTER OVERTIME

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

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

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

22. RIGHT OF ENTRY

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

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

23. SHIFT WORK

(a) Definitions

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

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

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

(b) Rosters

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

Once an employee is notified to work a particular sequence of the roster, changes from this sequence will be permitted with 28 days notice, or for movements to and from training, leave and country stations, or in the event of sickness or other pressing contingencies.

(c) Overtime

The Director of Ambulance Services may require any employee to work reasonable overtime at overtime rates and such employee will work such overtime in accordance with that requirement. All time worked by a shift worker outside of

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

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

Overtime shall be calculated to the nearest one quarter of one hour. In calculation of overtime, each day's work shall stand alone. Whenever the finishing time of an employee required to work overtime is such that there is no public transport (excluding taxis) available, transport shall be provided for him by the employer within half an hour of such finishing time.

(d) Work on Saturdays and Sundays

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

(e) Exchange of Shifts

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

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

24. 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 two 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 washbasins, and for each employee a locker with suitable hanging facilities.

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

The Director shall undertake to consult with the Health Services Union of Australia, Tasmania No. 1 Branch on the standard of amenities.

26. STATE SERVICE ACCUMULATED LEAVE SCHEME

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

27. TRAINING

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

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

28. UNIFORMS

(a) New Clothing Issue

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

Group 'A'

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

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

Group 'B'

Ambulance Educators
Co-ordinator - Clinical Research and Education

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

Group 'C'

Communications Officers

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

Group 'D'

Superintendents
Supervisors (State Communications Centre)

Shirts	5
Trousers/Shorts	3 (any combination totalling 3 items)
Inner Jacket	1
Outer Jacket	1
Sox	4 (any combination of winter/summer totalling 4 pairs)
Epaulettes	2
Skills ID Badge	1 (Supervisors only)
Belt	1

Tie	1 (Superintendents only)
Shoes	1
Metal Buttons	2
ID Badge	2
Bag	1

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

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

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

(b) Dry Cleaning

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

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

29. LEAVE RESERVED

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

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

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

P C Shelley
Deputy President

24 July 2008

APPENDIX I

Rostered Weekly Hours Factor

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

Stated below is the method of calculation:

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

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

Plus

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

Plus

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

Therefore, total hours actually worked over 64 weeks is -	1828.333
	365.666
	365.666
	2559.665 hours

(Average hours per week is - 39.995 hours)

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

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

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

The Ambulance Officer would be paid over the 64 weeks -

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

(Average hours paid per week is - 58.564 hours)

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

(b) Headquarters Duty Officers

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

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

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

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

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

Therefore –

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

Average per week over 64 weeks = 4.142 hours

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

(c) Branch Stations

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

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

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

Therefore total hours actually worked
in 64 weeks - 2561.040 hours

Therefore average weekly hours is - 40.016 hours

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

Time worked on Saturday is at double time, ie.

365.856 x 2 - 731.712

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

365.856 x 2 - 914.640

The Officer would be paid over 64 weeks -

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

3750.079 hours total

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

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

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

APPENDIX II

MEMORANDUM OF AGREEMENT

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

1. SCOPE

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

2. AWARDS

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

3. 4 PERCENT INCREASE IN SALARIES

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

4. COST OFFSETS

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

(a) Payment of wages by direct deposit:

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

(b) Crib Time - Night Shift:

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

(c) Meal Allowance:

Deletion of current allowance for employees who are on duty at public contracts previously arranged, ie. $1.75 is the current payment.

(d) Change Over Time:

Seek an award amendment that allows 10 minutes extension of shift before overtime can be claimed to facilitate hand- overs.

(e) Multi Skilling:

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

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

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

- Conduct of First Aid and Cardiac Pulmonary Resuscitation classes.

- Training of volunteers at independent ambulance services and country stations.

- Public relations visits to various community groups and education agencies. These visits can be initiated by Tasmanian Ambulance Service or by individual officers.

- Attendance at community medicine programs including field exercises.

- Operational and technical debriefing meetings following major incidents.

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

(f) Southern Regional Garbage Collection:

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

(g) Rationalisation of Uniform Issues:

The current award provision covering the articles of clothing and replacement periods of the clothing to be rationalised, particularly as it relates to uniform issue.

A committee shall be established comprising Tasmanian Ambulance Service and Ambulance Employees' Association representatives to achieve this end.

(h) Abandonment of Employment:

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

(i) Union Meetings:

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

(j) Leave without pay for Accrual Purposes:

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

(k) Grievance Procedures:

Acceptance of and adherence to a grievance procedure.

(l) Special Leave:

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

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

(m) Recreation Leave Allowance:

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

5. COMMENCEMENT

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

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

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

DATED AT HOBART THIS 22ND DAY OF JULY 1988

APPENDIX III

STATE SERVICE ACCUMULATED LEAVE SCHEME

1. TITLE

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

2. SUMMARY OF SCHEME

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

3. INTERPRETATION

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

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

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

'normal salary' means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

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

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

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

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

4. PLANS

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

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

(Other Plan) **"A"**	A 100 A+B x 1 = ...% (to one decimal place)	(Other Plan) **"B"**
..... *Years* ..... *Months* ..... *Weeks*	*Year* The.... over..... *Month* Plan" *Week*	..... *Year* ..... *Months* ..... *Weeks*

5. APPLICATION OF SSALS

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

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

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

5.4 The Head of Agency determines:

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

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

- the selection arrangements where quotas are imposed; and

- the commencement date of any Plan.

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

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

6. HOW TO PARTICIPATE IN SSALS

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

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

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

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

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

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

7. CONDITIONS AND ADMINISTRATIVE ARRANGEMENTS

7.1 Work Period to be completed prior to Period of Leave

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

7.2 Suspension of Plan

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

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

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

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

7.3 Accumulated Leave

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

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

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

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

7.4 Payment during the Leave Period

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

7.5 Salary Increments

Salary increments will accrue throughout the period of a Plan.

7.6 Superannuation

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

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

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

7.7 Other Compulsory Deductions from Pay

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

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

7.8 Voluntary Deductions from Pay

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

7.9 Administrative Records

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

7.10 Recreation Leave

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

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

7.11 Sick Leave

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

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

7.12 Maternity Leave and Adoption Leave

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

7.13 Other Leave

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

7.14 Long Service Leave

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

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

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

7.15 State Service Holidays (Public Holidays)

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

7.16 Workers Compensation

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

7.17 Employment during Period of Leave

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

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

7.18 Cessation of Employment

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