



TASMANIAN INDUSTRIAL COMMISSION

CITATION: Variation of the Ambulance Tasmania Award [2023] TASIC 10

PARTIES:

Minister administering the State Service Act 2000

Health Services Union, Tasmania Branch

SUBJECT: *Industrial Relations Act 1984*, s 23(1) application for variation of Award

FILE NO: T15012 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: Award variation – salaries - wage related allowances – consent application - consent order issued - operative date from the first full pay period on or after 1 July 2022.

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

VARIATION OF THE AMBULANCE TASMANIA AWARD [2023] TASIC 10

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 23 of the *Industrial Relations Act 1984* (the Act), an application to vary the Ambulance Tasmania Award.

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

[3] The parties have lodged written submissions and it is convenient to attach those submissions.¹ They are self-explanatory. In summary, they effect variations to classification descriptors, casual hourly rates and salary progressions together with other variations which are referred to in the attachments.

[4] I am satisfied that the application is consistent with the public interest requirements of the Act and does not disadvantage the Award-covered employees.

[5] The application for variation is granted with an operative date from the first full pay period on or after 4 April 2023.

[6] An order reflecting this decision is to follow.



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

¹ See Appendix 1.

APPENDIX 1

TASMANIAN INDUSTRIAL COMMISSION

Matter T15012 of 2023

SECTION 23(1) *INDUSTRIAL RELATIONS ACT 1984*

MINISTER ADMINISTERING THE *STATE SERVICE ACT 2000*

Application for the Variation of the Ambulance Tasmania Award

OUTLINE OF SUBMISSION

Introduction

1. This Award variation has been filed with the consent of all parties, to formalise matters agreed to as part of negotiations for the Ambulance Tasmania Industrial Agreement 2022. In addition, this Award variation moves some clauses that were previously in the Agreement to the Award.
2. These variations are as a result of an extensive negotiation period and the application is made to the Commission on behalf of the Minister Administering the State Service Act 2000, and the Health Services Union, Tasmania Branch.

Amend definition of 'day shift'

3. Part I, cl 7 is being varied to amend the definition of 'day shift' to expand the window of hours to 7am and 7pm to allow for staggered shift start times and shift overlap at multi vehicle stations.

Inclusion of additional work level descriptors

4. Part II, cl 1 is being varied and is to embed the classifications specified in the application into the Award. This clause was previously provided under the *Ambulance Tasmania Industrial Agreement 2019* at cl 9.

Increase of loadings that apply to fixed term casual employees

5. Variation to Part II, cl 2(c)(v) provides increases to the loadings that apply to 'fixed-term casual' employees under this part.

Overtime for fixed-term casual employees

6. A new clause is inserted at Part II, cl 2(c)(vii) to clarify that a fixed term casual employee engaged to work can work a maximum shift length of 14 hours duty at a time and one paid meal break is provided for each duty exceeding four hours. Total duty cannot exceed 38 hours per calendar week without the payment of overtime and overtime is

paid for all additional hours of work beyond the allocated shift hours per duty and 76 hours per pay period.

Additional Increment points ffppcoa 1 December 2019

7. Part II, cl 7 inserts a clause previously contained at cl 8 of the *Ambulance Tasmania Industrial Agreement 2019*. This part further incorporates as an insertion in the Award at Part II, cl 7(f) additional progression arrangements for Emergency Medical Dispatch Support Officers which was previously contained at cl 10.1-10.3 of the *Ambulance Tasmania Industrial Agreement 2019*.

Higher Duties Allowances

8. Part III, cl 1 is varied to remove the first sentence contained under this clause which states 'for the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis'.

More Responsible Duties Allowance

9. Part III, cl 2 is varied to remove the first sentence contained under this clause which states 'for the purposes of this clause reference to an employee does not include an employee employed for a fixed term or on a casual basis'.

Paramedic Specialist Allowance

10. Part III, cl 3 amended to include new sub-clauses that provide that the allowance will only apply in circumstances where the employee assigned to the Preceptor is a paramedic student enrolled in a formal education program and employees can only be in receipt of the Preceptor Allowance or Clinical Coach Allowance at any one time.

Clinical Coach Allowance

11. Inclusion of a new clause at Part III, cl 5 that provides a new Clinical Coach Allowance to support the recruitment and retention of new Ambulance Tasmania employees and provide additional support for graduates, it is agreed that employees who fulfill the role of a Clinical Coach as part of their usual duties will be paid an allowance.
12. With the inclusion of this clause, all clause numbering following this clause will need to be updated.

Management of Meal Breaks

13. Part III, cl 5 varied to include:
 - Increase to the meal break from 25 to 30 minutes;
 - Increase to the window in which a meal break should be taken from 2.5 to 3 hours;
 - When an operational staff member has not received a meal break within the prescribed window the following provisions would apply:

- i. For the first 1 hour of a meal break window, the staff member may be required to respond to any priority incident.
 - ii. After the first 1 hour of a meal break window for a period of 1 hour, the staff member may only be required to respond to Priority 0 and 1 incidents.
 - iii. If the meal break has not been completed by the end of 2 hours after the start of the window of opportunity the employee will only be required to respond to Priority 0 cases.
- Provision that where employees have their meal break interrupted they must be allocated a meal break at the earliest opportunity.
 - Introduction of a Spoiled Meal allowance where an employee who is disturbed in the first 15 minutes of their meal window will be paid an allowance of \$29.20 and be given reasonable time to purchase a replacement meal.
 - Where a meal break is missed the employee is entitled to a meal allowance of \$29.20 for each hour until a meal break is provided.
 - If a meal break is not provided for the entirety of the shift, an additional 30 minutes of overtime will be paid at the end of the shift. If both meal breaks have been missed then an additional 60 minutes will be paid at the end of shift, owing to two missed breaks.
 - In the event where an on-road employee is required to take a meal break at a station other than the station that they commenced work at, a meal allowance of \$29.20 will be paid.
 - Removal of reference to 'fixed wing' contained previously in the Award clause relating to provision of meal breaks for flight paramedics so that it applies to rotary wing as well as fixed wing flight paramedics.

Exam or Training Release

- 14. Insertion of a new clause at Part IV, cl 5 to provide a new entitlement for release from duty prior to an exam or training for employees.

Enable Accrued Days off to be taken as single days

- 15. Amend Part VII, cl 3(a)(i) to allow shift workers to take Accrued Days Off as single or multiple days, subject to operational requirements.

Rosters

- 16. Part II, cl 1 is being varied to embed the provision in relation to rosters which was previously provided under cl 11 of the *Ambulance Tasmania Industrial Agreement 2019*.

Rest Breaks

17. Inclusion of a new sub-cl at Part VII, cl 3(h) regarding access to rest breaks, which was previously provided for under the *Ambulance Tasmania Industrial Agreement 2019* at cl 14.

Overtime while on Recreation Leave or Accrued Days Off

18. Inclusion of a new sub-cl at Part VII, cl 3(i) regarding access to overtime while on recreation leave or accrued days off, which was previously provided for under the *Ambulance Tasmania Industrial Agreement 2019* at cl 17.

Shift Workers Attendance at Meetings

19. Inclusion of a new sub-cl at Part VII, cl 3(j) regarding conditions to apply when a shift worker is required by Ambulance Tasmania to undertake certain activities contained within Appendix 2. This provision was previously contained in the *Ambulance Tasmania Industrial Agreement 2019* at cl 20.

New Appendix 2 – Shift Worker Attendance at Meetings

20. Appendix 2 is being included in the Award to embed the provision relating to Shift Worker Attendance at Meetings which was previously provided at cl 20 and Schedule 2 of the *Ambulance Tasmania Industrial Agreement 2019*. Appendix 2 outlines the conditions that are to apply when a shift worker is required by Ambulance Tasmania under the Shift Workers Attendance at Meetings provision (Part VII, cl 3(j) of the Award) to undertake one of the activities contained in the Appendix.

Conclusion

21. In summary, it is submitted that there is nothing to prevent the Commission making these variations to the Award. The variations do not disadvantage the employees covered by the Award. There is no reduction in the overall terms and conditions of employment of those employees compared with the award or agreement that would otherwise apply. There is genuine consent of the parties and therefore, consistent with s 36 of the *Industrial Relations Act 1984*, the public interest is satisfied.