

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T No. 2586 of 1991

IN THE MATTER OF an application by
the Ambulance Employees
Association of Tasmania to vary
the Tasmanian Ambulance Service
Award

re structural efficiency
principle

COMMISSIONER GOZZI

HOBART, 10 April 1992
Continued from 9/3/92

TRANSCRIPT OF PROCEEDINGS

Unedited

COMMISSIONER GOZZI: Are there any changes in appearances this afternoon.

MR NIELSEN: Mr Commissioner, I think there is a change. Mr Chapman has been replaced by our president back from holidays, **MR JOHN RICHARDSON.**

COMMISSIONER GOZZI: Welcome back, Mr Richardson.

MR RICHARDSON: Thank you.

COMMISSIONER GOZZI: Just what you need. Mr Nielsen, would you like to carry on.

MR NIELSEN: Mr Commissioner, as you're aware at our last hearing the positions were we were dealing with two major documents and they were identified as N.2, which indicated our agreed matters, and N.3. And I'd also desire, if I may, the assistance, whilst it's an AEA application, that the parties have the opportunity to comment and to submit jointly to you our position so that perhaps I just don't complete my position and then there is some issue whether it is a correct submission or not. Now if I take you to N.3, page 2, Mr Commissioner, if you're with me.

COMMISSIONER GOZZI: Yes, I am, Mr Nielsen.

MR NIELSEN: And having said that I always hope that you're with me, Mr Commissioner. That is ambulance technician and that is not an agreed matter. And depending upon time and our in-chambers discussions we desire to respond to that at a later stage. Returning to page 3, we're hoping to advise that we have come to an agreement there on the training stream of training coordinator. And if I may, Mr Commissioner, we have a position description on that and I'd like to submit an exhibit, if I may.

COMMISSIONER GOZZI: Mr Nielsen, what's that, exhibit N -

MR NIELSEN: This is an additional - I'm not quite sure whether we -

COMMISSIONER GOZZI: Make it N.10. Is that a new definition, a new description?

MR NIELSEN: Well, Mr Commissioner, I don't believe we submitted one previously and this is regards to a previous - where we - if my memory serves me right - we bought the two coordinators together, I think, if my memory serves me right on this. And the -

COMMISSIONER GOZZI: Which coordinators, Mr Nielsen?

MR NIELSEN: The course coordinators. There was the - back in the existing award there was the course coordinator rescue and course coordinator ALS, and there was a higher rate of salary and, as I understand, the joint submission was that we revert to the one position, one classification of training coordinator with that higher rate of salary in the award.

The contentious issue between the parties was that the AA required some reference to ambulance officer and, as you would see on that exhibit N.10, the second page, the qualifications there, from the second or third item from the bottom, refers to qualifications highly desirable, certificate of applied science, ambulance officer equivalent. And that satisfied the AA's position and we were able to come to an agreement that that was the desire of the position description presented to you.

COMMISSIONER GOZZI: Mr Nielsen, I can't remember whether you addressed this previously or not. I'm in the process of reviewing the transcript and putting down some draft thoughts about some of your definitions -

MR NIELSEN: Right.

COMMISSIONER GOZZI: - and proposals and I don't think I've come across the course coordinator situation yet.

MR NIELSEN: If you just give me a few minutes. Mr Byrne has certainly put us in the picture.

MISS COX: You wouldn't have come across it yet - a training coordinator, Mr Commissioner, because it was a non-agreed item at that time.

COMMISSIONER GOZZI: So the proposal is to replace course coordinator certificate of applied science course in the award and course coordinator advanced life support course with training coordinator.

MISS COX: That's correct.

MR NIELSEN: That's correct, Mr Commissioner.

COMMISSIONER GOZZI: Right.

MR NIELSEN: And what I've just presented is the agreed job description, position description.

COMMISSIONER GOZZI: Well I recognise that's what you're doing now. Have you anything further you want to say on that one before I ask you a few questions on it?

MR NIELSEN: Well I'd like to perhaps go to salaries in the award. That was definitions that we've given you a job

description on. But if I can place my course coordinator in the award. Can anyone assist me there? Here we are. Page 11 of my award, Mr Commissioner. My award is No. 1 of 1991 - is that the course coordinator at the bottom of page 11 - instructor in certificate of applied science course.

Course coordinator, instructor and advanced life support course. Now, as I understand, between the parties - and our submission is that that be referred to as a training coordinator. There will only be the one position. It takes the new salary - correction, the higher salary of \$38,747. And our comment was that a training coordinator means a person responsible for the coordination and conduct of activities associated with clinical and practice and education. And perhaps before, sir, we take on your questions Mr Byrne or Miss Cox would like to make some comment.

COMMISSIONER GOZZI: Mr Byrne?

MR BYRNE: Mr Commissioner, we might answer your question. Again it's like the approach that we explained to you in relation to clinical instructor and branch officer, the course coordinator, on page 3 of N.3 -

COMMISSIONER GOZZI: Yes, I've got it.

MR BYRNE: - is what we're hoping that you'll see as suitable for the award entry. You may be going to ask about the rates of pay again.

MR NIELSEN: Well we're in your hands now, Mr Commissioner.

COMMISSIONER GOZZI: Yes, thank you, Mr Nielsen. Thank you, Mr Byrne. To my way of reading the definition in the current award, it doesn't provide a discretion with respect to certificate of applied science ambulance officer or equivalent. The job description doesn't make that mandatory, my reading of it. It's highly desirable.

MISS COX: For the new training coordinator, that's correct, sir.

COMMISSIONER GOZZI: Well see, what concerns with me with all of these things that we've gone through so far - and leave the duty officer to one side because I understand the rationale for that - is that the classifications were work valued and in work valuing the classifications the mandatory aspect of the qualifications was a key component. Now I think people understand that and if you don't understand it please tell me and try and me of that view.

It seems to me if what I'm saying to you is correct, that you are taking a step back in terms of what were essential qualifications to a highly desirable qualification and the two

things are not compatible entirely with respect to the value given to them for work-value purposes. That's one concern that I have that you might like to address. And the other concern that I have is not only are you, to all intents and purposes, watering down the basic requirements, you are doing that and still want to maintain the top salary level.

Now it doesn't appear prima facie to be compatible. I mean, on the one hand I put the value in to the classification level because it was mandatory. On the other hand you want to maintain that high level but not make it mandatory, in a nutshell, the way I read it. And, I mean, from a logical point of view that presents the commission with some difficulty.

MISS COX: Well, I guess, Mr Commissioner, if I could, sort of, comment on that, is that the ambulance service sees a different ethos, I guess, in training now and trying to expand it and being able to bring in people other than ambulance officers who may have educative backgrounds as well as an understanding of an emergency service and be able to combine the two to be able to develop training programs available to the ambulance service?

COMMISSIONER GOZZI: Well that's not what the argument was last time round.

MISS COX: I can't comment, Mr Commissioner, I wasn't there last time round.

COMMISSIONER GOZZI: And it seems to me, Miss Cox, when the work-value case was done in 1988 that the underlying rationale was a mandatory requirement to attain qualifications and to maintain the service as one of the, if not, the preeminent - and I would think the pre-eminent ambulance service in Australia, and the community benefits because of that. I believe - I believe that sincerely.

Now there seems to be a fundamental departure from that point of view to provide more flexibility in terms of recruitment, capabilities and things of that nature, because if it wasn't to provide that recruitment flexibility you probably wouldn't want to do it. Now that's fine - that's fine - but then don't make the classification dependent upon a mandatory requirement to attain qualifications, because that's the work-value assessment that was given to that position, and I really think it's naive in the extreme for anybody to come along here to wind back the desirable qualifications part of it and expect to maintain the same - the high salary point. I mean that's my reasoning and why I did it in respect of the differences as far as the rates go in the award.

Now, you might say to me, and you might want to convince me, that the combined job ought to attract at least that rate of pay because the duties have been expanded, or whatever. Now if you want to do that, I suggest you do that. But on the qualifications side, I've got some real concerns.

MISS COX: So you'd like to hear argument from us why -

COMMISSIONER GOZZI: Why, yes.

MISS COX: Yes, that's okay. Today or a bit later?

COMMISSIONER GOZZI: Well, I don't care when, but I'm really suggesting to you that the commission would need to be - I meant - I need to be satisfied that the work-value level substantiates the rate of pay that you're looking for it. And if the job - if I say to you that if this job at the highest point is equivalent to the - to the course coordinator, instructor in certificate of applied science, if that is what this job represents in the mind of the ambulance service and the association, then quite frankly I'm not going to value it at that rate, because part of that current level is a mandatory qualification level.

MR NIELSEN: Well, Mr Commissioner, having heard that, well I think I can only respond to the fact that the parties will take that in hand and respond to you at a later stage.

COMMISSIONER GOZZI: Yes. I mean, as I said, I'm quite prepared to take on board any submissions, that if the job scope now reflects that 38,747 - and that's what it's equated to - then demonstrably in my opinion, this job would have to be in excess, in terms of work-value requirements to that - 38,747 that's currently in the award. If it's not in excess of that and you take into account the qualifications reduction requirement, then obviously it can't be at the same rate of pay. And I think that's - I think it's pretty obvious.

MR NIELSEN: All right, Mr Commissioner.

COMMISSIONER GOZZI: Thank you Mr Nielsen.

MR NIELSEN: If I may proceed then with document N.3 and refer to pages 4 to - 4 to 12 which cover credentialling - I understand that this matter is -

MISS COX: Mr Commissioner, if I could just formally put it on the record that the Department of Health won't be proceeding with the credentialling.

COMMISSIONER GOZZI: Thank you, Miss Cox. Mr Nielsen, you were going to say?

MR NIELSEN: Let the record take note.

COMMISSIONER GOZZI: So, page 4, 5 - pages 4 and 5 are out.

MR NIELSEN: I was up to page 12, I understand, Mr Commissioner.

COMMISSIONER GOZZI: Oh, salaries too, are they?

MR NIELSEN: Yes, it's all part of credentialling.

COMMISSIONER GOZZI: Oh, is it?

MR NIELSEN: Yes.

COMMISSIONER GOZZI: Well, I'm happy to do that. Anything to get a smaller exhibit is very much appreciated.

MISS COX: Don't go too far.

COMMISSIONER GOZZI: I'll have to get into the habit of this.

MR NIELSEN: Now may I say pages 13 to 17 are part of the ambulance and will be referred to at a later stage.

COMMISSIONER GOZZI: You probably hope I keep going, Mr Nielsen.

MR NIELSEN: Yes, I have no problems at all. I have - my colleague has just corrected me slightly, to not to mislead the commission to say that there is a - on page 8 is it -

MR RICHARDSON: Yes.

MR NIELSEN: - is part of the ambulance technician.

MR RICHARDSON: The salaries component finishes on page - halfway down page 8 and from page 8 onwards is the ambulance technician.

COMMISSIONER GOZZI: Oh, so we'd better keep that in?

MR RICHARDSON: Yes.

MISS COX: You didn't do did you?

MR NIELSEN: No, no, no, no, no. Correction, page 8 as I understand it then, to page 17 - is that -

MR: Is in?

MR NIELSEN: Thank you. Mr Commissioner -

COMMISSIONER GOZZI: So page 11 is ambulance technician is it?

MISS COX: Yes - yes it is.

COMMISSIONER GOZZI: Okay.

MR NIELSEN: And that's right up to page 17. Now, Mr Commissioner, we're onto page 18 - the living away from home allowance - and what we've said to you there, sir, with respect, is that the parties agree to the - to the definition as such, and also to the submission of the incidental allowance of \$4 per day. The parties are apart or in disagreement on the quantum. But we did say to you, sir, in earlier days, that there was a - a - incidental allowance in the - in the General Conditions of Service Award and perhaps we just should like to make an exhibit of this particular document to indicate to you that there is a - one that does exist.

COMMISSIONER GOZZI: Exhibit N.11.

MR NIELSEN: N.11. And, Mr Commissioner, I've also got one in the - an additional exhibit there if I may submit this please.

COMMISSIONER GOZZI: Exhibit N.12. Well what's the difference?

MR NIELSEN: Our - the point of submitting these exhibits to say first of all there is such a thing as an incidental allowance or an incidental expense I suppose to be specific on N.11, and I'm also being informed that on N.12, that in the nurses there is an allowance of an incidental expense there. There's no difference at all perhaps. All I'm saying to you with great respect, sir, that one appears in the Nurses Award and one is part of the GCOS Award.

COMMISSIONER GOZZI: Different purposes though for what you're claiming.

MR NIELSEN: No - yes - all we're - for sure - yes - but all we're saying is that comment was made of it previously at a previous session and I think you indicated a desire that you may have like to have sighted the -

MISS COX: I think we were saying, Mr Commissioner, there was a precedent in other awards for it and you asked us if we could sort of indicate to you which awards they were and that's all these are meant to show.

COMMISSIONER GOZZI: But are you -

MISS COX: The rates are different, yes we acknowledge that.

COMMISSIONER GOZZI: Yes, but are you both putting to me that the circumstances are the same?

MISS COX: No, we're talking about the principle of an incidental allowance.

COMMISSIONER GOZZI: I mean you've got an incidental allowance - yes, I mean the name incidental allowance is the same, but the reason for it is different - do you agree with that or not?

MISS COX: Yes.

MR NIELSEN: Yes, yes. And some of those reasons why we claim what the incidental is for is to - is to cover - you know - the issues of laundry cost, which is in addition to the uniform laundry. It's - you know, the -

COMMISSIONER GOZZI: You get laundry cost for uniforms don't you?

MR NIELSEN: I beg your pardon?

COMMISSIONER GOZZI: You get laundry cost for uniforms?

MR WATSON: There are some components of our uniform that are drycleaned.

COMMISSIONER GOZZI: Yes.

MR WATSON: And they will continue - that would continue with the country stations.

MR RICHARDSON: That is another component, sir, there is responsibility for the ambulance officer to clean, himself.

MR NIELSEN: So we say there are like the underwear and other - shirts - ties - of - that require laundering. Also that when away from home such things as toothpaste and cosmetics, newspapers, Mr Commissioner, damaged personal property, stress, and added cost of entertainment such as videos and magazines due to -

COMMISSIONER GOZZI: What's this stress business, Mr Nielsen, that got a run in the work-value case?

MR RICHARDSON: It's a different sort of stress, sir.

MR NIELSEN: You did, sir, too, with respect, give us leave in our work-value case, I think, to stress.

COMMISSIONER GOZZI: That's quite true.

MR NIELSON: But, they are some of the issues that we say are in support of the incidental allowance.

COMMISSIONER GOZZI: Right.

MR NIELSON: Between the parties the main issue is the different sets of amounts for the breakfast, lunch and dinner, and not taking away from my colleagues at the other end of the table, but I understand their submission is basically on the amount I think which comes up to \$26.10 for breakfast, lunch and dinner, as compared to our \$39.35.

COMMISSIONER GOZZI: So, do I amend page 18 to \$39.00? Which one have you gone to now?

MR NIELSON: In the award there are two specific sets of expenses.

COMMISSIONER GOZZI: Yes, I am looking, though, at 'living away from home'. You want a new clause.

MR NIELSON: We want a new clause.

COMMISSIONER GOZZI: Yes. And the rates you are looking for, are?

MR NIELSON: The -

COMMISSIONER GOZZI: Incidental allowance of -

MR NIELSON: \$4.00.

COMMISSIONER GOZZI: Yes.

MR NIELSON: And then the difference between the parties is as to what amounts will appear for the different - the breakfast, lunch and dinner.

MISS COX: If I could explain where the differences have come from, Mr Commissioner?

COMMISSIONER GOZZI: Well, hang on, just before you do, the 22.85 is, what?

MR NIELSON: Is made up of a total, \$26.10.

COMMISSIONER GOZZI: So, I amend that to \$26.10.

MR NIELSON: Yes.

COMMISSIONER GOZZI: Is made up of what?

MR NIELSON: Is made up from 9(g).

MISS COX: It's come out of the meal allowance clause, 9(g).

MR NIELSON: On page 21 of the - of my particular award.

MISS COX: Yes, it is. Another of the figures that you updated earlier in January.

COMMISSIONER GOZZI: Yes, I did. Thank you.

MR NIELSON: And our submission, Mr Commissioner, is on 9(j), page 23 of the award. And they're the -

COMMISSIONER GOZZI: So, the 6.15, 6.75, 11.95 adds up to, what?

MR WATSON: \$26.00.

MR NIELSON: But if they are current, it should have - we have done a submission to you previously, and I am not quite sure if they reflect the latest figures.

MISS COX: If I can assist Mr Nielsen there? When you updated them early this year, Mr Commissioner, breakfast is now 6.45, lunch is \$7.10, and dinner is \$12.55.

COMMISSIONER GOZZI: Which comes to?

MISS COX: \$26.10. And as far as the travelling allowance meal components -

COMMISSIONER GOZZI: So, that's 26.10, and is that figure agreed or not agreed?

MR NIELSON: No.

MISS COX: No. The 22 that's is in N.3 should be \$26.10 to reflect the increases that you granted earlier in the year.

COMMISSIONER GOZZI: Yes. Right, well is the 26.10 agreed?

MR WATSON: No.

MISS COX: No. That's the bit that is not agreed. My understanding is that the AEA are asking for \$10.40 for breakfast -

COMMISSIONER GOZZI: The breakfast, lunch and dinner rates.

MISS COX: Out of the travelling allowance clause.

MR NIELSON: Yes.

MR WATSON: 9(j).

COMMISSIONER GOZZI: Right. You have run this before, Mr Nielsen.

MR NIELSON: Yes. Our position is, very briefly, is that the lower amounts are for lost meals when the particular employee or member is over a period of time and therefore becomes entitled to a meal, and we say that the travelling allowance is where our offices travelled out to their place to relieve and therefore are entitled to those particular amounts of pay.

COMMISSIONER GOZZI: Right. Thanks.

MR NIELSON: That's my comments on that, Mr Commissioner. If I may proceed then to page 19 the certificate allowance. And as you realise, Mr Commissioner, we have just given them to you as they come along. Actually we could have spent more time giving you the nice ones that we have agreed on first and then the ones we disagree on later, but we have taken them as they -

MR: And if I may make a submission on this one, Mr Chairman - Mr Commissioner?

COMMISSIONER GOZZI: Exhibit N.13.

MR NIELSON: Now, Mr Commissioner, on that one I have given you the bottom part of it refers to page 20 on which the current certificate allowance reads, and our submission is that that be deleted and the above allowance - the above definition - be placed in the award, which recognises there:

An employee who is an ambulance officer and who is currently in receipt of the allowance of \$5.75 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

- which is the position -

Provided that allowances paid under this Clause shall be subject to review within three years from the date of the new Award.

As I understand it, this is an agreed position.

COMMISSIONER GOZZI: Thank you.

MR NIELSON: Higher duties allowance, Mr Commissioner -

COMMISSIONER GOZZI: Mr Nielsen, just before you leave that, what's the essential difference? Doesn't it, in fact, provide 5 times 75 instead of a maximum of 17.26?

MISS COX: No, Mr Commissioner, it is not our intention to stop the maximum. What - our initial position was that we wanted the certificate allowance clause removed totally, and the AEA were totally opposed to that, so we have reached a compromise on it. But, it's a phase out, if you like.

MR WATSON: If I can pick up on what you are saying, sir. At the moment there are only - those people that are being paid certificates, there is only one certificate being paid. Nobody is in receipt of multiple certificates.

MR RICHARDSON: And it is at the discretion of the director of Ambulance Services who has chosen not to recognise any certificates because of our qualification-based training.

COMMISSIONER GOZZI: Okay. Does that clause say that it is confined to 5.75? I mean, it is in respect of each certificate, isn't it?

MR WATSON: Yes, but nobody is receiving multiple certificates, sir.

COMMISSIONER GOZZI: Well, if they are not receiving it, why doesn't it say that?

MISS COX: I think what Mr Watson means is that there is no-one receiving in excess of one certificate allowance a week, and certainly any people coming into the system they won't be eligible to be paid, anyway. It's only for existing employees as a phase-out type arrangement.

MR NIELSON: And the third thing is, as I understand it, Mr Commissioner, the director had the authority to withdraw this if he so desired, but he, as I understand it, the desire was that the parties come to a position themselves. Mr Commissioner, higher duties allowance. This is rather a difficult one because it is part of the, as I understand it, part of the matters before the full bench, the higher duties, if I am correct.

COMMISSIONER GOZZI: Yes, you are, Mr Nielsen.

MR NIELSON: And that there are parties of the government and the parties of the public sector, I think, under the auspices of the TTLC that are having discussions and negotiations on this matter, and maybe my colleague from the other end of the table will say that she or he is rather confused with Mr Nielsen taking issue with this, because the desire of the management is to present a document which is in keeping with the submission from the TTLC.

Now, I understand that to be so. But our position is, and as I said to you in chambers, that the point has got to be recognised that the stand of public servants are different in many ways than public servants working under the custodian of Emergency Services. They are not people that come to work at a set time in the morning and knock off at a set time at night, they don't then step into a position where they are able to refer to their senior colleagues, and it is a completely different ball game altogether.

As you're aware in that work-value case, Mr Commissioner, they are out in many positions where they have to determine and make decisions themselves, and the ball game in the Emergency Services the ambulance position is that when they act up they have got to take the ball and take the responsibility and make the decisions accordingly.

There is no opportunity, in most instances, to refer to any other senior officer for guidance whatsoever. Now I am also aware, Mr Commissioner, that in another emergency service the higher duties allowance is not operable, and as to whether there is a form or an exemption or whether it is a practise within that organisation I am unable to formally say. But it is something that is just not unique to the Ambulance Service.

We did spend quite some heavy time with the management in looking at their presentation and discussions with us, and in fairness to management they even indicated they - as you realise, our position in the award, as I understand it, is for 1 day, and the submission covers a position of 5 days - and may I say that in some other public sector awards I understand that the previous position, or the original position, was 10 days and that's been reduced down to 5 days, and they're rather pleased with that improvement.

As you realise in the Ambulance Award the opposite is the position. We're coming from a 1-day situation up to 5 days. And we say loud and clear that from the operational point of view and a practical point of view that we believe that it's not - that it will be - very difficult to implement if that's going to be the ball game. Before perhaps you ask any questions, would any of my colleagues wish to comment?

MR WATSON: Not at the moment.

COMMISSIONER GOZZI: Thank you, Mr Nielsen.

MR NIELSON: Well, that's the -

COMMISSIONER GOZZI: When are you going to make submissions on this, Miss Cox?

MISS COX: Well, I mean, I can on this one now. Some of the others I won't until a later date.

COMMISSIONER GOZZI: Oh, well, you might as well do the lot together then.

MISS COX: One thing, Mr Commissioner, if I can perhaps clarify something on this that Mr Nielsen hasn't raised with you. When we were discussing deleting the current higher duties allowance clause from the award and substituting it with the state service standard the Department of Health did offer an in charge of shift allowance with a quantum of \$8.50 per shift to the AEA in lieu of. The fact that some ambulance people may be required to act in charge of a shift for more than half a shift. Now, they chose to reject that.

COMMISSIONER GOZZI: I suppose, fundamentally, what I want to hear about is that traditionally higher duties is paid after a 5-day period because it is deemed to take some time for the person to become familiar with the job and to be taking on the full range of duties and activities associated with the job. In an operational sense, of course, the person takes on the job there and then. I mean, you don't send somebody out on the road to half take on the job, and that's the essential difference.

Now it's in respect of those particular differences I'd like to be addressed on, because that's the nub of the problem. We have already established, as I said, that in the public sector per se, as I have outlined, the payment starts after a period of time. And I am not quite sure, Mr Nielsen, that in every circumstance it was reduced down from 10 to 5. I think some went up as well from 1 or 2 days, or 3 days or whatever it was, but essentially, as I have put to you, that's the problem that I am going to have to grapple with, and that's really what I would like to be addressed on; and, you know, if you develop that type of thinking - and I am thinking aloud to you which is perhaps a bit unusual - but we're conducting this case a bit unusually as well.

There may be an argument that those who are in an operational higher duties situation should perhaps be treated differently than those who are not, and if you are looking at compromises, well that might be the area of compromise. I mean, I find it difficult to say that somebody that does - I don't know - I don't want to be specific about it, but the general thrust of what I am saying I think probably bears some consideration or, alternatively, address me on those sort of differences, Miss Cox, when it is your turn.

MISS COX: So, will Mr Nielsen be required to address you any further on that?

COMMISSIONER GOZZI: Well, I think he has put his position, they're different, and I've done two things, I have tried to identify what the differences are. Secondly, invite some discussion on perhaps a compromise and, thirdly, asked you, if none of that works, to address me on to why it should be as you want it to be.

MR NIELSON: If I may just finally comment on that, Mr Commissioner. There are two things. First of all, I think you attempted to identify it, is we're referring to basically the operational people, on road.

COMMISSIONER GOZZI: I see. Yes.

MR NIELSON: Our administration people, we have no arguments at all. And whilst it is noted the offer from management in regards to the in-charge shift which was a figure of \$8.30, as I understand our people when they act up they are looking at a figure of \$24.00 approximately. So, we'll perhaps just leave it at that, if I may.

MR WATSON: When we were first given the details on the in charge of shift allowance it did seem like a suitable compromise. When we actually compared the monetary value of what we would lose on a daily basis to what was being offered we were in a position where we had to reject it. Unfortunately, the amount that was offered was fixed and there was no room for manoeuvre on it.

COMMISSIONER GOZZI: Right. Thank you, Mr Watson.

MR NIELSON: Mr Commissioner, if we may move to page 21, travelling allowance, and my colleague from the other end of the table is not concerned that we are saying no, and the request there is that this matter is not agreed upon; in fact, with no disrespect, it's one of those hot potatoes that appears to get hotter and hotter, and I can assure you that if anyone goes up to the north-western region and the northern region and mentions travelling allowance he wants to be prepared, or she wants to be prepared, to a fairly hot reception.

And our members believe that the travelling allowance is based in the award for a specific purpose, and there was some desires from management to present alternative arrangements, alternative accommodation, and other arrangements. There was a position from ourselves here at the table to give consideration to that, but what we desired at the end of the day was an equal opportunity with management, with the AEA and TAS having the ability either to agree or not to agree to these matters as to whether the accommodation was suitable, whether there was particular transport available, and the opportunity of buying meals outside of the particular establishment, whether they had this particularly in mind;

and, as I understand our position, loud and clear, that the negotiations broke down because there was not an acceptable position between management and ourselves as to having equal opportunity to say yea or nay to any proposition put to us.

So, that's briefly our position. It is not just a negative 'No'. We're prepared at any time to speak and to talk with management, but we didn't desire - this particular issue broke down because it allowed it at the discretion of the director or the Tasmanian Ambulance Service, and they were prepared to involve in that in consultations with the association but, as I said, ultimately we desired the equal authority or the equal opportunity to - depending upon how the results from our membership - to say no as to whether that was -

And I don't wish to go into this, and it is the end of the week, Mr Commissioner, but we can go back through history, with great respect, sir, that some of these arrangements previously have ended up with industrial action, black bans, and if I can remember an issue - and I wouldn't want to embarrass some of the people here present, sir - that were participating in that industrial action. But, nevertheless, that was so, and we have had other -

COMMISSIONER GOZZI: I seem to remember a couple.

MR NIELSON: Yes. I am sure.

COMMISSIONER GOZZI: Zeehan and Ulverstone spring to mind.

MR NIELSON: Yes. I was thinking more here in the south, Mr Commissioner, where at that stage -

COMMISSIONER GOZZI: Oh, right.

MR NIELSON: - quite some years ago some of our younger officers were doing their training and, you know, they weren't that au fait with -

COMMISSIONER GOZZI: That's before they became duty officers, soon to be supervisors and superintendents.

MR NIELSON: Yes. Very correct, now you are getting very specific. So, all we are going to say with all sincerity, there has been a history previously that hasn't been an even keel approach and our members are sensitive on that situation.

COMMISSIONER GOZZI: Mr Nielsen, looking at page 21 of N.3, are you going to elaborate at some stage what provisions you want there? Is it really -

MR NIELSEN: No.

COMMISSIONER GOZZI: - a claim for the existing award provision to be retained?

MR NIELSEN: Yes, that's our position.

MISS COX: Mr Commissioner, I'd like to address you on that, if I may?

COMMISSIONER GOZZI: Well, you're going to address me all in one.

MISS COX: Just so you can get the proper side of it, because what - we are not saying that we want to delete anything in clause 9(j). We are asking that it be amended to allow the words written on page 21 to be included, so that if -

COMMISSIONER GOZZI: Oh, this is your - you want this included.

MISS COX: Yes, yes. It's not to vary anything that is currently in 9(j).

COMMISSIONER GOZZI: So, you want to include -

MISS COX: Yes, it's to allow -

COMMISSIONER GOZZI: - that all this be at the discretion of the director.

MISS COX: Yes, in specific occurrences though. If, say, for example, a course was being run at a university either or interstate, where accommodation and meals were provided, we would say: That why should travelling allowance be applicable in those circumstances when the director of Ambulance Services would be responsible for picking up the account for meals and allowances because the course is on site where the accommodation is. That is all we want, a bit more flexibility, which is what structural efficiency, I thought, was about.

COMMISSIONER GOZZI: All right. So, in that context, Mr Nielsen, you want to retain the clause as it currently is. And I'll just note this, that -

MISS COX: It's a new clause or a new amendment, or a new bit that we'd like added in.

COMMISSIONER GOZZI: Yes, but I'm looking at this as the AEA's document.

MISS COX: Yes. Yes. Well, it's not.

COMMISSIONER GOZZI: That's right. I remember.

MR NIELSEN: You've got, with great respect, sir, to determine this application.

COMMISSIONER GOZZI: That's right,

MR NIELSEN: Mr Richardson would like to address you, if he may, Mr Commissioner.

COMMISSIONER GOZZI: Mr Richardson?

MR RICHARDSON: Commissioner, just to answer Miss Cox. It's been the practice in the Ambulance Service that when our members go away to somewhere that there is board supplied, e.g. like the Police Academy at Rokeby, we've never claimed TA. The AEA, in our submission, is of concern for our members who come to Hobart on regular training. And at the moment they supply their own accommodation and get paid meal allowance under the TA clause in the award. We wish to keep that.

MISS COX: I'm not saying you can't have it.

MR RICHARDSON: And because of the reasons that Peter said, that in past history when we've had it the other way around there were several disputes over a long period of time, and this is the solution that was brought up to solve that problem. And we see that we're just taking a step backwards to the same problems that we had 10 years ago.

COMMISSIONER GOZZI: Yes, all right. Thank you, Mr Richardson. And you'll address it more fully, Miss -

MISS COX: Yes.

COMMISSIONER GOZZI: Yes, okay. Mr Nielsen?

MR NIELSEN: Mr Commissioner, we turn to page 22, and the item is 'Annual Leave' and it refers to 5(b), and basically that gets back to - I suppose I should read 5(b).

COMMISSIONER GOZZI: Where's 5(b)?

MR NIELSEN: It's very early, I think, in the award, if my memory serves me correctly.

MR RICHARDSON: It's page 3 in the award.

MR NIELSEN: Page 3? Page 3, Mr Commissioner, I'm told.

COMMISSIONER GOZZI: Page 3?

MR NIELSEN: Page 3 of the No.1 of 1991 of the award. Page 3.

MISS COX: Under 'Supersession and Savings', down the bottom.

COMMISSIONER GOZZI: Oh, I see, right.

MR NIELSEN: And it reads accordingly:

Annual Leave (Southern Region) -

And we are here in the south, Mr Commissioner.

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

Now, that's slowly diminishing with the - as our various members either retire or move out of the south. We've had - we've got members that were originally entitled to it, but because they've moved up to other positions in the north and north-west lose their entitlement. Now, Mr Commissioner, we want to put this - you know, we've been - that we just say, no. And one of the other reasons, in this industry, the Tasmanian ambulance industry, we work a 40-hour week. And like many of the other organisations we could have had a 38-hour week.

And we have submitted this with the acceptance of our membership in the southern region to be one of the propositions in relation to the 40-hour week. But of course what we've been confronted with and what other unions have been confronted with in some instances is the giving away of conditions within our award. And our membership, loud and clear, haven't accepted that position. We aren't prepared to weaken our rosters or our crew level, which I understand has happened in some of the other emergency areas that have been successful in a 38-hour week.

And so, the point I want to make is, we have a 40-hour week operation. This is a situation of longstanding. As I understand it, it came in when we first introduced the 4 by 4. I further understand there was an offer in the southern region and negotiated in the southern region and accepted in the southern region. The 4 by 4 roster in those days was a very new innovation into the ambulance industry, and it wasn't initially accepted, as I understand, in the north and the north west, and consequently they didn't go and accept these additional 6 days. And that's how you get the differential between the southern position and the north and north west.

And we say that this is certainly not our application, remove clause 5(b). We say, loud and clear, that we oppose it, Mr Commissioner.

COMMISSIONER GOZZI: Right.

MR NIELSEN: If I may move on to page 22, Mr Commissioner - or page 22(a), it reads in my book - and I have the notations here, Mr Commissioner, where we've been to the executive and we've been to the three regions and I've got four big no's all the way down. And the position is here where management has presented this to us to try to make the award more flexible, as they say, to make it more operational. We have a perception - and we've dealt with management for a long time. And, sir, as you're aware the atmosphere and the tenure of the ambulance industry goes from, sometimes a very low degree back to some positions where for the first time in my life, sir, I'm summoned to appear before you. And eventually we did one Friday, for about 4 hours, and then eventually we got back to an even

And our position is this, sir, that there is a perception within the AEA that there is an attack to try to weaken or interfere with the 4 by 4 roster. And in view of that, and in view of that submission we have a very adamant no to this response - to this submission presented by management. Mr Watson, Mr Commissioner, may just assist us on one or two point there.

COMMISSIONER GOZZI: Yes, thank you. Mr Watson?

MR WATSON: Sir, on the specific points that have been placed under hours of work, the reduction of the daytime meal break from 30 minutes to 20. The evening meal period was reduced to 20 minutes to achieve a 4 per cent offset some time ago, and management has decided to extend that part off - to extend it across to daytime to try and get the same reduction under award restructuring. The second component - obviously we're opposed to the reduction of time for the meal break.

The second component, the deletion of 14(b)(i) and (ii), and its replacement with the worded section on page 22, is seen as a direct threat to the 4 by 4 roster. The removal of both 14(b)(i), (b)(ii), and further on the deletions of sections 14(c) are seen as a removal of the - of probably the only safeguard that we've got of the 4 by 4 roster. If those three sections were to be removed the roster model would be basically free for the service to choose. They've indicated to us that they've got no intention of threatening the 4 by 4 roster, that their only desire is to introduce day workers into the Ambulance Service.

We would argue strongly that that provision is already within the award under the day worker provision, from Monday to Friday. Management's indicated that their response is that they also wish to have the freedom to introduce day workers on Saturdays and Sundays. And as such, we see the changes their proposes as being simply too major to contemplate.

COMMISSIONER GOZZI: Thank you, Mr Watson.

MR NIELSEN: Mr Commissioner, could I just have 5 minutes, because on page 23 I need to confer just with our - my colleagues at the other end of the table, to just clarify a particular point.

COMMISSIONER GOZZI: We'll adjourn for 5 minutes.

SHORT ADJOURNMENT

COMMISSIONER GOZZI: Did you sort it out?

MR NIELSEN: Yes, Mr Commissioner. Having said that, and having referred to page 23 of overtime, I call on my colleague, Miss Cox, to make a submission to the -

COMMISSIONER GOZZI: I won't be facetious, no.

MISS COX: No, don't.

COMMISSIONER GOZZI: I won't be more flippant, is probably a better word, Mr -

MISS COX: On page 23, Mr Commissioner, the paragraph headed 'Overtime' you will see four amendments that we originally put in our document. The Department of Health would like to withdraw the second paragraph, we have no intention of going ahead with that one.

COMMISSIONER GOZZI: Okay. Well, I'll just line through that second paragraph.

MISS COX: And then I'll ask Mr Nielsen to address you on the others.

MR NIELSEN: Mr Commissioner, following on from that point, I'd like to make two submissions - to present two exhibits, please.

COMMISSIONER GOZZI: Exhibit N.14, is the 'Shift Work' one. And Exhibit N.15 is the 'Overtime (other than shift workers)'.

MISS COX: Sorry, Mr Commissioner, what was the 'Overtime (other than shift work)' number? N?

MR NIELSEN: Mr Commissioner, I'm happy to proceed. N.14 specifically says, and the first part of it is the variation. The bottom of the page is the actual - as the award reads now. And as I understand:

The parties agree to amend Clause 23(c) to add the words :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."

Now, that's a straight out one that's been a fairly hot potato within our rank, but that's an agreed position. I'm reading on the third paragraph of page 23, perhaps not to confuse people. And the - in the fourth paragraph of the N.3, page 23, it reads:

- amend Clause 23(c) by deleting the sentence beginning "In the event of"

In the event of the employer-provided transport not being available within half an hour of such finishing time, the employer shall engage and pay for transportation home by taxi.

And substituting the words 'within half an hour of such' -

Delete the words "as soon as practicable after finishing time" from the proceeding sentence and substitute the words "within half an hour of such finishing time".

COMMISSIONER GOZZI: Is that a problem?

MR NIELSEN: Well, no, it's an agreed matter between the parties.

COMMISSIONER GOZZI: Oh, right.

MR NIELSEN: Yes.

COMMISSIONER GOZZI: Fine. Yes, thank you.

MR NIELSEN: I think I'm just sort of submitting that by way of explanation.

COMMISSIONER GOZZI: Yes, thank you. Right. Oh, thanks, I just wondered.

MR NIELSEN: The N.15, Mr Commissioner, is purely extending clause 18 of the award, which is read there below, on that second paragraph:

Monday to Friday -

And it extends the Monday to Saturday -

MR WATSON: And the Sunday.

MR NIELSEN: Monday to Sunday, correction. And it only refers to day workers.

COMMISSIONER GOZZI: What was 21?

MISS COX: Page 36 in the award.

MR NIELSEN: Page 26 of the award, clause 18. It's at the bottom of N.15 the actual clause in the award.

COMMISSIONER GOZZI: It' clause 21, isn't it?

MISS COX: Yes. No, clause 18.

MR NIELSEN: Clause 18.

MR WATSON: Clause 18.

MR NIELSEN: Page 36, document - Exhibit N.15.

COMMISSIONER GOZZI: Oh, I see.

MR NIELSEN: And all we're doing is extending the Monday to Friday to Monday to Sunday.

COMMISSIONER GOZZI: That's agreed?

MR NIELSEN: That's agreed. If we may turn to page 24, 'Rest Period After Overtime'.

COMMISSIONER GOZZI: Yes, that's what I was looking at.

MR NIELSEN: Oh, you're racing ahead of us, Mr Commissioner, with respect to you. I have an exhibit to present on this one, Mr Commissioner.

COMMISSIONER GOZZI: Thank you. Is that agreed?

MISS COX: Yes, it is.

MR NIELSEN: Yes, Mr Commissioner.

COMMISSIONER GOZZI: It's Exhibit N.16.

MR NIELSEN: N.16?

COMMISSIONER GOZZI: Yes.

MR NIELSEN: Yes. If I just could have one moment? Oh, I beg your pardon, sorry. I'm sorry, I'm misleading. My colleagues have corrected me there, Mr Commissioner. It is that the rest period after overtime, amend clause 21 by submitting - substituting '8 hours' for '10 hours' - 10 consecutive - that's not agreed. But what has been agreed,

instead of the word - all the figure '8' is - we've come down to 9. That the parties agree to amend as N.16, by substituting '9 consecutive hours' for '10 consecutive hours'.

This was pretty heavy weather, to be quite frank, between the parties, and ultimately, I suppose, to be very honest and specific, there was a compromise reached. And that compromise between the parties, at this period of time, came from 10 down to 9. And as you realise -

COMMISSIONER GOZZI: So you want me to amend N.16 to read 9?

MR NIELSEN: No, no, N.16 will read at the top of the page - you will read at the rest period after overtime, the parties agree to amend clause 21 by substituting 9 consecutive hours for 10 consecutive hour wherever occurring. And down the bottom of the page is the actual award which shows the -

COMMISSIONER GOZZI: Yes, I see, fine. Thanks. So I just amend page 24 of the exhibit?

MR NIELSEN: Oh, I beg your pardon - of N.3. Now, Mr Commissioner, again we have our management and the honourable representatives from the minister saying to us that they want more than no, in regards to this page 25 and our position is loud and clear that we oppose this with, no. And the reason is that ambulance officers, as you're only too well aware, are under a fair amount of stress and strain and emotion with their job. They work by a siren and ultimately they go out on a job and act accordingly in all types of weather, in all types of accidents, burnt bodies and severed limbs, and you've had the advantage of sitting for some time watching the videos of actual accidents in our work-value case.

And what the - the - as I understand, the - the management is attempting to do is extending the period for rosters. And if I may just brief myself here - if I just may take a moment for a little - Mr Watson may assist, Mr Commissioner if he may.

COMMISSIONER GOZZI: Well I'm just trying to get the gist of the amendment that's proposed.

MR NIELSEN: Yes, would you just advise the commission of what we're -

COMMISSIONER GOZZI: Is that committed in the second paragraph of subclause (b)?

MR WATSON: Yes, it's talking about the way in which management can change the roster from the nominated 28-day period -

COMMISSIONER GOZZI: So it's intended to read: once the employee is notified to work a particular sequence of the roster, changes from this sequence will be with 28 days' notice or from movements to and from training leave in country stations, or in the event of sickness or other pressing contingency. It doesn't make sense.

MR WATSON: I would suggest in actual fact what should have been deleted was from 'permitted only after' - or the - the sections after 1, 2, 3 and 4 be deleted. We're opposed to it right down the line so we haven't been too worried about the wording that's been suggested.

COMMISSIONER GOZZI: Well, just before we get to it, can we get what the minister is seeking to do there?

MR WATSON: Yes - just -

COMMISSIONER GOZZI: The way this reads it doesn't make sense. Should that be 'will be by 28 days' notice' - is that what you want there? See the 'permitted - well the only place I can see 'permitted' is in 23(b) second paragraph last line.

MISS COX: It's in twice actually.

COMMISSIONER GOZZI: Well where do you want to put it?

COMMISSIONER GOZZI: We'll just go off the record for a minute.

OFF THE RECORD

COMMISSIONER GOZZI: The rosters clause is amended in the following way: amend clause 23(b) by adding after the words 'permitted only after' with '28 days' notice'. And delete(i), (ii), (iii) and (iv) of 23(b).

MISS COX: As long as you've got - our position is that we want -

COMMISSIONER GOZZI: Well you want -

MISS COX: Yes, what it should read, Mr Commissioner, is, only after 28 days' notice or for movements to and from training, leave, country stations or in the event of sickness and other pressing contingencies.

COMMISSIONER GOZZI: Yes, well that goes in - that bit goes in.

MISS COX: Yes. Yes, I didn't understand that that's what you meant.

COMMISSIONER GOZZI: Well - so that I've got it right, you want to read that paragraph: once an employee is notified to work a particular sequence of the roster, changes from the sequence can be permitted only after 28 days' notice or for movements to and from training, leave and country stations, in the event of sickness or other pressing contingencies.

MISS COX: That's correct.

MR: That's correct.

COMMISSIONER GOZZI: And delete (i) to (iv).

MR: Yes.

COMMISSIONER GOZZI: Which is opposed by the AEA.

MR WATSON: Mr Commissioner, we're in a situation where in an emergency service we currently enjoy 28 days' notification of the roster that we were going to work as different from our friends in the fire brigade who can give you a roster 1-year in advance; our friends in the police force slightly less than that. There are other sections in health that can display a fixed roster for one and a half years in advance. Now we're in a situation with the ambulance service where we run absolute minimal numbers of staff. We don't enjoy the ability to be able to simply pull a spare person across from his current job and put him out on the road. That's not the fault of the ambulance officer; it's the fact that we are running absolute minimal crewing.

We're now being asked to forgo the privilege of a 28-day notification of what you're going to work and replace it with wording which gives the freedom to change the roster at the drop of a hat - pardon - my apologies.

COMMISSIONER GOZZI: Well, you haven't got 28 days' notice at the moment have you?

MR: Yes they -

MR WATSON: Under ordinary circumstances we get 28 days' notification of their roster.

COMMISSIONER GOZZI: Yes, but once an employee - currently you can only change it after you come back from leave can't you?

MR RICHARDSON: Yes.

COMMISSIONER GOZZI: So, you've got two parts to 23(b).

MISS COX: That's right.

COMMISSIONER GOZZI: The first part is, the roster shall allow - shall show time commencing - et cetera - et cetera - for a period of 28 days in advance and shall be kept affixed and posted and then - so you have a 28-day advanced period for the roster. And then currently, the only way that that roster can be changed is if circumstances in (i) to (iv) occur and that's what you want to retain?

MR WATSON: Yes, yes. The wording that we're particularly concerned with is the event of sickness or other pressing contingency which we see as being an open slather ability to change the roster at extremely short notice. And we believe that we're being asked to pay a penalty for the fact that the service is running minimal crewing.

COMMISSIONER GOZZI: Well, I'm not sure that the concern is justified, Miss Cox. I mean it's 28 days' notice irrespective of pressing contingencies.

MR WATSON: That's not the way we read it, sir.

MISS COX: No.

COMMISSIONER GOZZI: So the 'or in the event of sickness or other pressing contingency' is - is - overrides the first part of it?

MISS COX: In a situation of pressing necessity, yes, the same as applies in other health industry awards, Mr Commissioner.

COMMISSIONER GOZZI: Well, why don't you make that clear, because I must say I read it to mean -

MISS COX: I mean what it says is that we won't change a roster unless we're given 28 days' notice, or, those - the usual things like movements to or from training, leave or country stations which are in there at the moment, or in the event of sickness or other pressing contingency.

COMMISSIONER GOZZI: Yes.

MISS COX: All we're doing is extending it by adding those - 'in the event of sickness and pressing contingency' to what's already there.

COMMISSIONER GOZZI: What do you mean by pressing contingency?

MISS COX: Well if someone got run over by a bus, I guess, and you had to replace them.

COMMISSIONER GOZZI: Or for instance, the Cascade -

MISS COX: Blew up - something like that.

COMMISSIONER GOZZI: Well, the scare that was - a couple of years ago or whenever it was.

MR WATSON: Yes, but we'd read that slightly differently. We'd see a situation at the moment where anything that takes a man out of the system, whether it be promotion to a higher position, transfer to Launceston from Hobart for short periods, leaving a hole in the roster would be considered to be a pressing contingency and they would have open slather to be able to change the roster at the drop of a hat simply because of a vacancy.

MISS COX: Well I mean I can sort of respond when we have our turn further down the track, but that is certainly not the intention of the Tasmanian Ambulance Service to do that.

COMMISSIONER GOZZI: Can you have a further talk about it before you respond?

MISS COX: They have indicated to us that they're not prepared to move full stop on it. I mean if you so would like us to we will.

COMMISSIONER GOZZI: Well if the intention isn't to do what Mr Watson is forecast - if that's - if it's simply in the emergency-type situation, e.g., a state disaster or whatever.

MISS COX: I mean they didn't ask us to sort of draw up a list of what constituted a - what's the wording - pressing contingency. I mean that's just an impossibility because you can't cover all the things that may occur. We also indicated to them that they also had recourse to this commission if we were abusing that provision, but it works very successfully in most health industry awards from doctors right down; we don't see ambulance services any differently to other groups of people in the health industry.

COMMISSIONER GOZZI: They were an emergency industry until just recently.

MISS COX: They are still - they are now part of the health agency, Mr Commissioner.

MR WATSON: We're totally lost as to where we are at the moment, sir. We would indicate that we would be more than prepared to discuss - or we have been for some time - the possibility of an agreed position on this.

COMMISSIONER GOZZI: Alright, thank you.

MR NIELSEN: Can I also say, Mr Commissioner, that you're aware of previous disputes where we've submitted the attitude of our ambulance officers in regards to the Cascade and the one down at Mt St Canice where our people made themselves available, responded and never put in a claim accordingly.

COMMISSIONER GOZZI: What was the Cascade one again?

MR: Foam fire.

MR NIELSEN: Foam fire. It was the cordial section.

COMMISSIONER GOZZI: Yes. Mt St Canice related to the boiler.

MR: The explosion.

MR NIELSEN: Yes.

COMMISSIONER GOZZI: All right.

MR NIELSEN: Now, 'stand down', Mr Commissioner. Mr Commissioner, the award says, what the - which we strong - which the AEA's position we strongly oppose, is that the - and the submission of management is that they delete clause 23(f). And clause 23(f) reads accordingly: Stand down. A stand down period will be observed by all crews on duty between the hours of 2400 to 0700 providing however that their ambulance duties have been completed to the satisfaction of the duty officer. These duties are to include all work necessary to maintain the operational effectiveness of the ambulance and their equipment.

Now from discussions with the - with management in trying to come to an agreed position, Mr Commissioner, on these matters, there has been letter forwarded by the management but we claim that that really doesn't outline a clear policy of rest and recline and until such time as the AEA considers that it has a clear policy from management in regards to rest and recline then we're not in a position to form a clear attitude to this request other than to say it's presented to us at this point of time, our position is a complete no.

COMMISSIONER GOZZI: That's from midnight to 7 in the morning is it?

MR NIELSEN: From midnight to 7 in the morning, yes, Mr Commissioner.

COMMISSIONER GOZZI: So it's just a response of - I mean what's the difference between what would ordinarily happen - the ambulance part waiting for a call and between 12 and 7 in the morning? I mean you'd still be waiting for a call and respond to that call.

MR NIELSEN: Mr Richardson -

MR RICHARDSON: As it is at the moment, Mr Commissioner.

COMMISSIONER GOZZI: What?

MR RICHARDSON: As it is at the moment, Mr Commissioner, ambulance officers have the prime responsibility of going out and looking after the sick and injured. There is some other added responsibilities that they do, like training and paper work and things like that, that are normally not carried out between the hours of midnight and 7 am. - 7 am in the morning. So we do - the work that we mainly attend to but we don't sit up polishing trucks at 12 in the morning or something like that - and that's what we see that clause preserving and it comes back from a long tradition that somebody who sits and does nothing at 4 o'clock in the morning is probably more awake and ready to go out and do a job than somebody who's bored doing menial tasks that really have just been invented to do.

COMMISSIONER GOZZI: So this provision allows a bunking down

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MR RICHARDSON: It does allow a bunking down, Mr Commissioner.

COMMISSIONER GOZZI: - between 12 and 7 and if there's a call well then you respond to the call?

MR RICHARDSON: Correct.

COMMISSIONER GOZZI: I understand.

MISS COX: That's not an agreed matter. As Mr Nielsen indicated we'll be responding in due course on that one.

COMMISSIONER GOZZI: The government.

MR NIELSEN: Mr Commissioner, if we may turn to page 27 - call back.

COMMISSIONER GOZZI: Page 27.

MR NIELSEN: Amend clause 11. Clause 11

MR BYRNE: It's 27 on mine but it's a different

MR NIELSEN: If you just bear with me, Mr Commissioner, I'll try to - it's on page 28 of my award, Mr Commissioner.

COMMISSIONER GOZZI: Thank you.

MR NIELSEN: And I think the current award reads - as you realise, with respect, Mr Commissioner, I only gave you exhibits, copies of the award where we were agreed. Where we didn't agree I haven't made the same - Mr Commissioner, the award reads: Item No. 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 the three hours has elapsed from the commencement of the previous call.

As I understand the management has requested that we amend clause 11 by inserting the words 'provided that where such duty merges with rostered duty it shall be treated as overtime and not as a three hour call back'. Our position is again a complete no and Mr Watson will respond, Mr Commissioner.

COMMISSIONER GOZZI: Thank you. Mr Watson?

MR WATSON: Mr Commissioner, this mainly concerns people called out often on call from 5 am. in the morning onwards when they're due to return to work at 8 am. It's been suggested that a call out at 7 am in the morning would invoke only one hour's overtime before they go back into normal wages at 8 o'clock. It seems to be based on a premise that the three hour call out is for a time frame payment, as we see it as a specific one off payment for being called out to the job.

If the service wishes to withdraw this sort of thing I would consider there would be considerable difficulty in getting people to perform on call duties from 5 am in the morning onwards.

COMMISSIONER GOZZI: Thank you, Mr Watson.

MR NIELSEN: Mr Commissioner, that, as I understand my notes as they are, that leaves us, as far as the AEA position is, to ambulance technician. And prior to going to ambulance technician, very early we did come to agreed positions, and I'm taking you back to N.1, I think it was. It was the heading 'More Responsible Duties' and you asked us to correct that - the references weren't correct.

COMMISSIONER GOZZI: Whereabouts are you looking at, Mr Nielsen - N.2?

MR NIELSEN: N.2. Yes, just bear with me. Would someone assist me there - my colleagues.

MRS BURGESS: Twenty-three.

MR NIELSEN: Page 23. Oh, yes, page 23. You asked us, Mr Commissioner, on transcript, to go to the award and correct the references.

COMMISSIONER GOZZI: Right.

MR NIELSEN: And I have an exhibit to comply with that request.

COMMISSIONER GOZZI: That'll be exhibit N.17.

MR NIELSEN: If I could just have one moment, Mr Commissioner. All we've attempted to do - and it's agreed between the parties - is all that is done has made the award correct. I understand if you care to read 9(d) - More Responsible Duties -

COMMISSIONER GOZZI: I'll take that as read. I'll have a look at that later on.

MR NIELSEN: All we've done is correct the - my colleague has just reminded me, Mr Commissioner, as you are aware in earlier proceedings before you we did advise you of our position or our withdrawal to the agreement of the ambulance officer, the student ambulance officer definition. There was originally an agreement on that position and for six after we would - after we realised that there was an anomaly which denied our students, after three years, we then found that we weren't able to correct that anomaly and notified you at a previous hearing that we did not have an agreement and withdrew our position.

COMMISSIONER GOZZI: Yes.

MR NIELSEN: The other position is, Mr Commissioner, is the ambulance technician and I would desire that we have an opportunity to complete that submission in its entirety and it'll certainly take me more than seven minutes or eight minutes and we did make a request to you earlier that we have some gentlemen from the north-west coast that desire to go back to their provincial cities and capitals and sought to accommodate that, Mr Commissioner.

COMMISSIONER GOZZI: Yes, thank you, Mr Nielsen. We'll go off the record for a moment.

OFF THE RECORD

COMMISSIONER GOZZI: Okay, these proceedings are adjourned to 2.15 on 30 April, subject to the public sector situation, 2.15 on Friday 1 May and then 15 June commencing at 10.30. I may try and get out an interim decision in respect to some of the

definitions matters beforehand. Now I wanted to ask you on the record in respect to that, are you going to go back to all of the subject matters dealing with the definitions apart from the one we had today?

MISS COX: I wasn't going to.

COMMISSIONER GOZZI: Well if you weren't going to I'd issue an interim decision then.

MISS COX: Yes, I mean, on those ones we agreed, no, unless you have any reason to ask us to expand on them.

COMMISSIONER GOZZI: Well I can indicate to you that I'm having some difficulty with what you put to me in respect of almost all of them. I mean, obviously, this one today, the training coordinator, you're going to give me some more material on, response on. I can indicate too that fundamentally I've got no problem with the duty officer situation. I want to see application with respect to deletions for the classifications no longer redundant and the sooner you can get those in they'll be five minute hearings and they can be done at the front -

MR NIELSEN:

COMMISSIONER GOZZI: Yes, we can do those on the 30th. But with respect to clinical instructors and ambulance officer and so on, I'm having some real problems with that. And I was intending to put out an interim decision on it if the arguments have been completed. But if you want to revisit it you can and I won't do it.

MISS COX: Can we advise you in the next couple of days on that, on the definitions, whether we will put further -

COMMISSIONER GOZZI: Well you've either finished or you haven't. I mean -

MISS COX: Well, I mean, I don't know whether Peter wants to. I mean, they were agreed matters between the parties.

MR NIELSEN: Yes.

COMMISSIONER GOZZI: Well, I suppose, I'm indicating to you that I'm having some problem with the agreement of the parties.

MR NIELSEN: Yes. I have no - that's the position. I agree with the -

MISS COX: Or is it best to put out your interim decision and say you are having difficulties, what do we mean by such and such.

COMMISSIONER GOZZI: It's not that sort of difficulty. I know what you mean. I'm just simply asking whether -

MISS COX: Can we reserve our position on that?

MR NIELSEN: Mr Commissioner, we have no -

COMMISSIONER GOZZI: Well we'll go off the record for a minute.

OFF THE RECORD

COMMISSIONER GOZZI: Thank you, these proceedings are adjourned.

HEARING ADJOURNED