

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/98

TITLE: Ambulance Service of New South Wales Administrative and Clerical  
Employees Enterprise Agreement

I.R.C. NO: 98/1293

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VARIATION: New

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Administrative and Clerical Staff employed in the Ambulance Service of New South Wales

PARTIES: Health Administration Corporation -&- Federated Clerks' Union of Australia, New South Wales Branch





**THE AMBULANCE SERVICE OF  
NEW SOUTH WALES**

Registered  
Enterprise Agreement  
Industrial Registrar

**“ADMINISTRATIVE AND CLERICAL  
EMPLOYEES ENTERPRISE  
AGREEMENT”**

## 1. TITLE

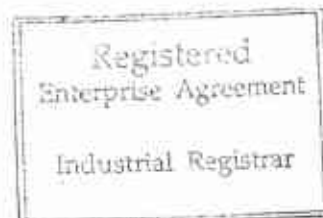
This Agreement shall be known as the Ambulance Service of New South Wales "Administrative and Clerical Employees Enterprise Agreement" ("the Enterprise Agreement").

## 2. ARRANGEMENT

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### **3. OBJECTS**

- a. The Parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.
- b. Over the past few years there have been many changes to traditional working arrangements and traditional job classifications. Many of the changes have lead to modified and improved work practices which have enabled the Service to become an even more efficient and effective Ambulance Service for the people of New South Wales.
- c. This Enterprise Agreement is designed to improve such work practices by implementing changes to work arrangements and classifications.
- d. In recognising the need for change this Enterprise Agreement will ensure the ongoing viability and improvement in the delivery of pre-hospital care and health related transport and in doing so will greatly increase employee satisfaction through a greater range, scope and flexibility of work.
- e. The Parties are committed to achieving healthier and safer jobs via work place changes and agree that this can be achieved in conjunction with improved efficiency and productivity. The parties intend that this will be accomplished by establishing a comprehensive and cooperative approach to the management of occupational health and safety issues which aims to:
  - i. Control Hazards at their source;
  - ii. Reduce the incidence and cost of occupational injury and illness;
  - iii. Review work and management practices affecting the interrelationship between efficiency, productivity and health and safety; and
  - iv. Provide a rehabilitation system for staff effected by work related injury or work related illness.
- f. The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 32, Issues Resolution, of this Enterprise Agreement. The Parties acknowledge their wider social obligations and will consider their actions in this context.

**4. DEFINITIONS**

Registered Enterprise Agreement Industrial Registrar
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**'Corporation'** means the Health Administration Corporation

**'The Service'** means the Ambulance Service of New South Wales

**'Administrative and Clerical Employee'** means an employee of the Service who is employed pursuant to this Enterprise Agreement.

**'Employee'** means an Administrative & Clerical employee of the Service who is employed pursuant to this Enterprise Agreement.

**'Day Worker'** means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days between 6.00 a.m. and at or before 10.00 a.m. inclusive.

**'Permanent Part-Time Employee'** means a person appointed in accordance with clause 19(a) of this Enterprise Agreement.

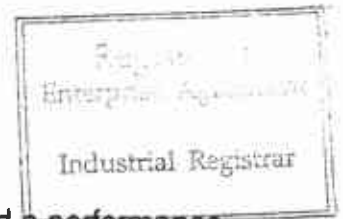
**'Shift Worker'** means an employee who is not a day worker as defined.

**'Union'** means The Federated Clerks' Union of Australia (New South Wales Branch).

**'Accustomed Place of Work'** means the location where an employee is regularly required to commence duty by the Service.

**5. EMPLOYEES' DUTIES**

- a. The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employees skills, competence and training consistent with the employees classification provided that such duties are not designed to promote de-skilling.
- b. The Service may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- c. Any direction issued by the Service pursuant to subclauses (a) or (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- d. The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.



## **6. WORK ARRANGEMENTS**

- a.
  - i. It is the view of the Service that a position description and a performance appraisal system should be developed for each of the classifications set out in clause 38, Classification Structure, of this Enterprise Agreement.
  - ii. The Service will consult with the Union regarding the effect that position descriptions and the performance appraisal system will have on employees who are members of the Union.
- b. Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- c. The parties agree that there will be no forced transfers as a result of the implementation of subclause (b) of this clause.
- d. Any proposal that will significantly affect employees who are members of the Union covered by this Enterprise Agreement will be the subject of genuine consultation between the parties.
- e. Any dispute arising from the operation of this subclause will be dealt with in accordance with clause 29, Issues Resolution, of this Enterprise Agreement.

## **7. WAGES**

- a. Employees shall not be paid less than the minimum wages for their classification as set out in clause 38, Classification Structure, of this Enterprise Agreement.
- b. The Service may, at its discretion, pay an employee any amount over and above the minimum wages as it sees fit.

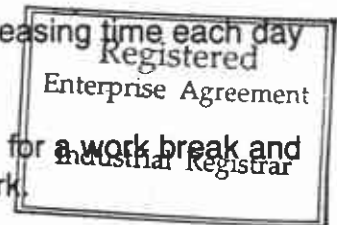
## **8. HOURS OF DUTY**

- a. The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and at or before 10.00 a.m.
- b. The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- c. Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.

- d. The hours of work prescribed in sub-clauses (a) and (b) of this clause shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle.
- e. The employees' allocated day off duty (arising out of sub-clause (d)) shall be determined by mutual agreement between the employee and the Service having regard to the needs of the Service. Where practicable each allocated day off duty shall be consecutive with the days off duty prescribed by sub-clause (c) of this clause.
- f. Once set the allocated day off duty may not be changed in a current cycle unless there are genuine circumstances prevailing. Where such circumstances exist and the allocated day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following (subject to the provisions of clause 12).
- g. Where an employee's allocated day off duty falls on a public holiday as prescribed by clause 22, Public Holidays, of this Enterprise Agreement, the next working day shall be taken in lieu thereof.
- h. All time worked between the normal starting and normal ceasing time each day shall be at ordinary rates of pay.
- i. A period of twenty minutes shall be allowed to employees for a work break and such period shall be included in the ordinary hours of work.
- j. i. Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal break, provided that where an employee is called upon to work for any portion of his or her meal break such time shall count as part of his or her ordinary working time.
- ii. The provision of paragraph (i) of this subclause shall not apply to employees employed in one of the Services Operations Centres who work their ordinary roster of hours on a straight shift basis (ie. a shift that does not include a meal break).
- k. Where practicable, employees shall not be required to work more than five (5) hours without a work/meal break.

## 9. ROSTER OF HOURS

- a. The ordinary hours of duty prescribed by clause 8, Hours of Duty, of this Enterprise Agreement, shall be worked according to rosters which shall be exhibited at least fourteen (14) days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or twenty



eight (28) days whichever is the greater.

- b. There shall be a minimum break of eight (8) hours between rostered shifts except in case of an emergency or agreement between the Service and the employee.
- c. The roster of an employee may be altered by the Service at any time during the agreed roster period upon the provision of at least seven (7) days notice or less than seven (7) days in the event of an emergency eg. Sick leave, Family and Community Service Leave etc., and/or agreement between the Service and the employee.
- d. A day off duty shall be twenty-four (24) hours.
- e. Where an employee is rostered to an allocated day off that day is to be shown on the roster.
- f. The rosters of employees shall provide for an equitable distribution of Saturday and Sunday work between employees working the same agreed roster.
- g. The provisions of this clause do not apply to Day Workers.
- h. Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 32, Issues Resolution, of this Enterprise Agreement.



## 10. OVERTIME

- a. All time worked by employees outside the ordinary hours in accordance with clause 8, Hours of Duty, of this Enterprise Agreement, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- b. An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Corporation unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- c. Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.



d. When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

e. An employee who works so much overtime:

i. between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or

ii. on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift:

shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

f. For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

g. All overtime worked by shift workers on Saturdays, Sundays and Public Holidays shall be paid for at the appropriate overtime rate prescribed in sub-clause (a) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.

## 11. TIME OFF IN LIEU OF OVERTIME

a. The parties agree that any employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.

b. This agreement is subject to the following provisos:

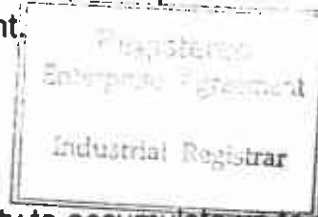
i. Time off in lieu must be taken within three months of it being accrued at ordinary rates;



- ii. The option of taking time off in lieu is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu but employees working in other locations and settings within the Service may not.
- iii. Employees cannot be compelled to take time off in lieu of overtime;
- iv. Records of time off in lieu owing to employees and taken by employees must be maintained.
- v. Where an employee is unable to take time off in lieu of overtime within three months of it being accrued the time so accrued shall be paid out at the overtime rate applicable at the time of payment.

## 12 ACCRUAL OF ADDITIONAL DAYS OFF (ADO's)

- a. The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOs) as measured at any one point in time, which accrue in accordance with clause 8, Hours of Duty of this Enterprise Agreement. This limit on the accumulation right means that any employee who has a current accumulation of three ADOs must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.
- b. This agreement is subject to the following provisos:
  - i. Employees cannot be compelled to accumulate their ADOs. It is merely an option available to employees.
  - ii. This option of accumulation of ADOs is subject always to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to accumulate ADOs but employees working in other locations and settings within the Service may not.
  - iii. The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the service needs during periods when employees are utilising their accumulated ADOs.
  - iv. Any ADOs accumulated but not taken as at the date of termination shall be paid out.
- c. Further to the above, the parties agree that ADOs, whether accrued in accordance with clause 8, Hours of Duty, of this Enterprise Agreement, or subclause (i) above, can be taken at a mutually convenient time to the Service and the employee.



### **13. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK**

- a. Shift workers working afternoon or night shift shall be paid the following percentage in addition to the ordinary rate for such shift:

Afternoon shift -

Commencing at 10 a.m. and before 1 p.m. - 10 per cent  
 Commencing at 1 p.m. and before 4 p.m. - 12.5 per cent

Night shift -

Commencing at 4 p.m. and before 4 a.m. - 15 per cent  
 Commencing at 4 a.m. and before 6 a.m. - 10 per cent



- b. Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for an not cumulative upon the shift premiums prescribed in sub-clause (a) of this clause.

### **14. PROMOTION**

- a. Advertisement of vacant promotional positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- b. Promotion shall be on the basis of merit.
- c. The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

### **15. APPOINTMENT OF OFFICERS**

- a. All employees shall be appointed on probation for a period of twelve months from the date of their appointment or re-appointment to the Service.
- b. An employee engaged under this Enterprise Agreement shall be engaged as a Full Time employee, a Permanent Part Time employee and/or a Temporary employee.
- c. Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.



## **16. TERMINATION OF EMPLOYMENT**

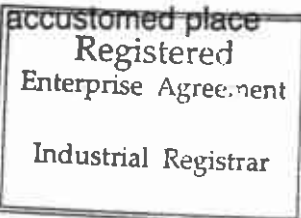
- a. Employment shall be terminated by one (1) week notice in writing by either party or by the giving or forfeiting, as the case may be, of one (1) week's wages in lieu of notice.
- b. The provisions of subclause (a) of this clause does not limit the Service's right to terminate an employee's employment without notice or payment in lieu of notice in the event of misconduct of the employee.
- c.
  - i. Employees with a credit of hours accrued towards an allocated day/s off duty shall be paid for such accrual upon termination.
  - ii. Employees with a credit of hours accrued as a result of working a roster in accordance with sub-clause (a) of clause 8, Hours of Duty, of this Enterprise Agreement, shall be paid such accrual upon termination.
  - iii. Employees with a debit of hours accrued as a result of working a roster in accordance with sub-clause (a) of clause 8, Hours of Duty, of this Enterprise Agreement, shall re-imburse the Service for such accrual upon termination.
  - iv. Employees with a credit of hours accrued as a result of optioning for time off in lieu of overtime in accordance with subclause (a) of clause 11, Time Off in Lieu of Overtime, of this Enterprise Agreement, shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- d. The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

## **17. TRAVELLING TIME AND EXPENSES**

- a.
  - i. Where an employee is directed to report for duty to a place of work other than the employees accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to travel to and from the employees accustomed place of work.
  - ii. Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed by the Service.
  - iii. Where the employee is required to report to an alternative place of work

and has the prior approval of the Service to travel by his or her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be the specified journey rate as prescribed from time to time by the Corporation.

- b. i. Where the Service has determined that an employee should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and their representative prior to notice of changed accustomed place of work being given.
- ii. The Service shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purposes of this sub-clause "reasonable notice" shall be 28 days prior to the date the employee is first required to report to the new accustomed place of work.
- iii. Where the accustomed place of work is changed on a permanent basis by the Service, the employee shall report to the new accustomed place of work on the date.



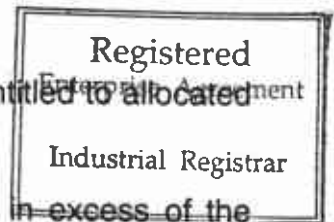
## **18. RELIEVING OTHER MEMBERS OF STAFF**

- a. An employee, when called upon by the Service to perform work of a classification paid on a higher scale, shall be paid for the time so spent the rate prescribed for the classification of the employee so received on the following basis:
  - i. Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position received is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
  - ii. Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.
- b. This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.

## **19. FLEXIBLE WORK PRACTICES**

- a. **Permanent part-time employee**

- i. A permanent part-time employee means an employee who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty-two (32) hours per week except in emergency or urgent circumstances.
- ii. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in clause 39 Classification Structure, of this Enterprise Agreement, with a minimum payment of two (2) hours for each start.
- iii. Other than as set out in this clause, a permanent part-time employee is entitled to the terms of employment set out in this Enterprise Agreement, calculated on a pro-rata basis, in the same proportion as the part-time hours bear to the full-time ordinary hours.
- iv. Employees engaged under this clause shall not be entitled to allocated days off.
- v. All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the unit or section concerned shall be paid for at the rate of time and one-half.
- vi. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- vii. Notwithstanding the provisions of this clause, the Service and the Union may agree in writing, to observe other conditions in order to meet special cases.



**b. Temporary employee**

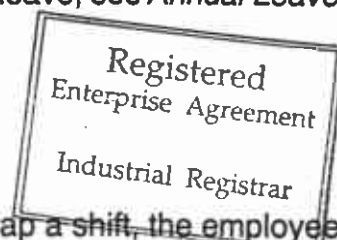
- i. A temporary employee is one engaged for a set period not exceeding thirteen (13) weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen (13) weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine requirements of the Service, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- ii. A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Enterprise Agreement, an allowance equal to 10 per centum of the rates prescribed

for his or her classification by clause 38, Classification Structure, of this Enterprise Agreement, provided that this subclause shall cease to apply upon:

- a. the said period of engagement being extended after the said period of thirteen (13) weeks;
- b. the employer and the employee agreeing during the said period of thirteen (13) weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- iii. For entitlement for payment in respect of annual leave, see *Annual Leave Holidays Act, 1944*.

**c. Shift changes**

- i. Where the Services prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
- ii. When the shift is swapped back it shall be for the same duration as the shifts previously swapped so as to ensure each employee maintains a thirty eight (38) hours per week average.
- iii. Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.



**20. ANNUAL LEAVE**

- a. As per the *Annual Holidays Act, 1944*, as amended from time to time.
- b. In addition to the leave provided for by sub-clause (a) of this clause, seven-day shift workers, (that is, shift workers who are rostered to work regularly on Sundays and Public Holidays), shall be allowed one week's leave; provided that if during the year of employment an employee has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this sub-clause, reference to one week and one day shall include holidays and non-working days.
- c. Except as otherwise provided in this sub-clause, the entitlement to the additional one week's leave shall be treated for all purposes (including termination), as an entitlement under the *Annual Holidays Act, 1944*.
- d. The Service agrees subject to at least twenty-eight (28) days prior written

authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which co-incides with the normal fortnightly pay period.

## **21. ANNUAL LEAVE LOADING**

- a. In this clause the *Annual Holidays Act*, 1944, is referred to as ~~The Act~~.
- b. Before an employee is given and takes his or her annual holidays or, where by agreement between the Service and employee the annual holidays is given and taken in more than one separate period, then before each of such separate periods, the Service shall pay the employee a loading determined in accordance with this clause. (NOTE: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub-clause (f)).
  - i. The annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Enterprise Agreement.
  - ii. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave Loading entitlements on a fortnightly basis which co-incides with the normal fortnightly pay period.
- d. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Enterprise Agreement, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: See sub-clause (f) as to holidays taken wholly or partly in advance).
- e. The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (f) at the rate of seventeen and one half per cent of the appropriate ordinary weekly rate of pay prescribed by this Enterprise Agreement for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Enterprise Agreement.
- f. No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (e) of this clause applying the Enterprise Agreement rates of wages payable on that day. This sub-clause applies where an annual holiday has been taken wholly or partly in advance.





- g. i. Where an employee terminates his or her service or where and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday for which he or she became entitled, he or she shall be paid a loading calculated in accordance with sub-clause (d) for the period not taken.
- ii. Where the employment of an employee is terminated by his or her Service for a cause other than misconduct, he or she shall be paid a loading calculated in accordance with sub-clause (d) for the period not taken where at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled.
- iii. Where the employment of an employee is terminated by his or her Service for other than misconduct, he or she shall be paid a loading calculated at seventeen and one half percent of all payment due to him or her under the *Annual Holidays Act, 1944*, where at the time of termination the employee has not become entitled to an annual holiday.

## 22. PUBLIC HOLIDAYS

- a. i. Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this sub-clause, whether for a full shift for not, the employee shall be paid on and one half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- ii. For the purposes of this clause the following shall be deemed Public Holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State shall be holidays for the purpose of this Enterprise Agreement.
- iii. Shift workers rostered off duty on a public holiday shall:
  - a. be paid one day's pay in addition to the weekly rate; or if the employee so elects,
  - b. have one day added to his or her period of annual leave.
- iv. The election referred to in paragraph (iii) of this sub-clause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

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- b. i. In addition to those public holidays specified in sub-clause (a)(ii) of this clause, employees shall be entitled to an extra public holiday each year; such public holiday will occur on a date which is agreed upon between the Union and the Service and shall be regarded for all purposes of this clause, as any other public holiday.
- ii. The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in sub-clause (a)(ii) is proclaimed and observed as a public holiday for the area, and will not apply to those areas where, in each year, at least two half days, in addition to the ten named public holidays specified in sub-clause (a)(ii), are proclaimed and observed as half public holidays.
- iii. Provided further, that in areas where each year, only one half day, in addition to the ten named public holidays specified in sub-clause (a)(ii) is proclaimed and observed as a half day holiday for the purposes of this Enterprise Agreement, the whole day will be regarded as a public holiday and no additional public holiday which otherwise would, as a result of this sub-clause apply, will be observed.

**23. PERSONAL CARER'S, FAMILY AND COMMUNITY SERVICES LEAVE**

Employees shall be granted Personal Carer's and Family and Community Services Leave on such terms and conditions prescribed by the Corporation's Circular No. 97/11 as amended from time to time.

**24. MATERNITY, PATERNITY AND ADOPTION LEAVE**

Employees shall be granted Maternity, Paternity and/or Adoption Leave on such terms and conditions as prescribed by the Services Administrative Circular 97/1 as amended by the Corporation from time to time.



**25. STUDY LEAVE**

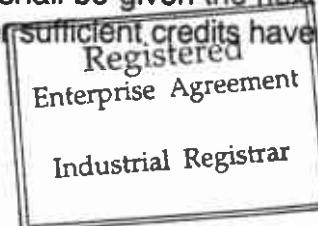
Employees shall be granted Study Leave on such terms and conditions prescribed by the Services Instructional Circular 96/4 as amended by the Corporation from time to time.

**26. TRADE UNION LEAVE**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Corporation's Circulars No. 95/68 & 95/70 as amended from time to time.

**27. LONG SERVICE LEAVE**

- a. Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Public Sector Management Act 1988*, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- b. Where an employee has accrued a right to an allocated day of duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- c. An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

**28. SICK LEAVE**

- a. Full-time employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Service (which may include a statutory declaration) be entitled to sick leave as follows:
  - i. For service prior to 1 July 1985, five (5) days sick leave during the first year of service and eight (8) days' sick leave for the second and subsequent years of service, and
  - ii. For service from 1 July 1985, ten (10) days sick leave during each year of service, provided that any employee employed prior to 1 July 1985 shall not be entitled to accrue sick leave at the rate referred to in this paragraph until the employee's first anniversary date on or after 1 July 1985.
  - iii. All sick leave referred to in this sub-clause shall be granted on full pay.
- b. An employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- c. The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Service until the employee completes such three months of employment at which time the payment shall be made.
- d. An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided,

however, that the Service shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay. If an Service pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.

- e. If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- f. Permanent part-time employees shall, subject to the provisions of this clause, be entitled to proportionate amount of sick leave. The amount of sick leave to which a permanent part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees; as permanent part-time employee's normal ordinary hours of work for a week during such year would be borne to full-time employee's normal weekly hours of work.
- g. Service before the date of this Enterprise Agreement shall be counted for the purpose of assessing the annual sick leave entitlement but accumulated leave at the credit of the employee at the commencement of this Enterprise Agreement will not be increased or reduced by the operation of this clause.
- h. If an agreed holiday occurs during an employee's absence on sick leave then such agreed holiday shall not be counted as sick leave.

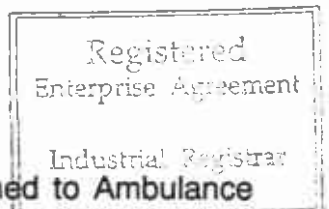
## **29. CLIMATIC AND ISOLATION ALLOWANCE**

- a. Subject to sub-clause (b) of this clause, employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in clause 39 Allowances, of this Enterprise Agreement, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following town in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- b. Employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified shall be paid an allowance specified in clause 39, Allowances, of this Enterprise Agreement, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following town in the order stated, namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.



- c. The allowances prescribed by this clause are not cumulative.
- d. Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Enterprise Agreement.

### 30. BENEFITS NOT TO BE WITHDRAWN

Except in so far as altered expressly or by necessary implication, nothing in this Enterprise Agreement shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Enterprise Agreement.

### 31. PAYMENT AND PARTICULARS OF WAGES

- a. Wages shall be paid fortnightly by electronic transfer.
- b. On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime together with separate details of all deductions.
- c. Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- d. Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Association and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal no later than pay day provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four (24) hours of the Service making their deposits with such financial institutions but in such cases the Service shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

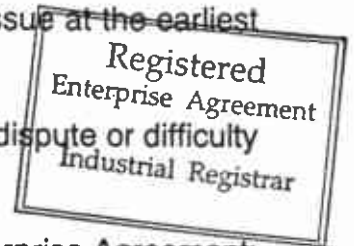


### 32. ISSUES RESOLUTION

- a. The parties must:
  - i. use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and

individual employees; and

- ii. abide by the procedures set out in this clause to resolve any issue which might arise; and
  - iii. place emphasis on negotiating a settlement of any issue ~~at the earliest possible stage in the process.~~
- b. In this clause "issue" means any question, issue, grievance, ~~dispute or difficulty~~ which might arise between the parties about:
- i. the interpretation, application or operation of this Enterprise Agreement; or
  - ii. any allegation of discrimination in employment within the meaning of the Anti Discrimination Act 1977 (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- c. Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of the employee(s).
- d. If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- e. If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods may be agreed.
- f. If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.
- g. The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.



- h. Throughout all the stages of these procedures adequate records must be kept of all discussions.
- i. These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

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### **33. NO EXTRA CLAIMS**

It is a term of this Enterprise Agreement that the Union and/or any employee/s which are party to this Enterprise Agreement undertakes that for the term of this Enterprise Agreement, that they will not pursue any extra claims, Enterprise Agreement or over-Enterprise Agreement, except where consistent with the State Wages Case Principles.

### **34. UNION SUBSCRIPTIONS**

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

### **35. UNION NOTICEBOARDS**

Each Ambulance Workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.


### **36. AREA INCIDENCE AND DURATION**


- a. This Enterprise Agreement commences on the date specified by the Industrial Relations Commission and shall continue in force until the 30 June 1999.
- b. Except as provided by clause 37, Exemptions, of this Enterprise Agreement, this Enterprise Agreement replaces and rescinds the "New South Wales Ambulance Service Administrative and Clerical Agreement, 1988" and the "Ambulance Service of New South Wales Administration and Staff Clerical Enterprise Agreement, 1994" and all variations thereof.
- c. Pursuant to section 17 of the *Industrial Relations Act 1996* (NSW), this Enterprise Agreement, remains in force until varied or rescinded.
- d. This agreement shall apply to all administrative and clerical staff specified in clause 38 Classification Structure of this Agreement.

**37. EXEMPTIONS**

- a. On and from the date of the making of this Enterprise Agreement the Conditions of Employment relating to Overtime for employees covered by this Enterprise Agreement are to be determined by reference to the "New South Wales Ambulance Service Administrative and Clerical Agreement, 1988" and the "Ambulance Service of New South Wales Administrative and Staff Clerical Enterprise Agreement, 1994" and all variations thereof.
- b. This exemption clause shall only apply to those employees covered by this Enterprise Agreement who were employees of the Corporation immediately prior to the making of this Enterprise Agreement.

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**Michael Reid**  
**Director-General**  
**NSW Health Department**

  
.....  
**Michael Want**  
**Secretary**  
**The Federated Clerks' Union of**  
**Australia (New South Wales**  
**Branch)**

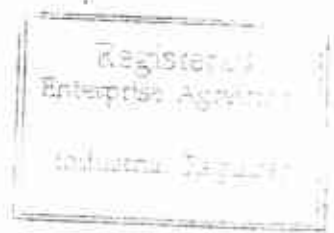


## 38. CLASSIFICATION STRUCTURE

CLASSIFICATION	Current rate as at 30.6.96	01.07.96	01.07.97
Administrative Assistants - Junior			
1st year or 16 years	308.40	323.80	343.20
2nd year or 17 years	322.00	338.10	358.40
Administrative Assistants - Grade 1			
1st year or 18 years	345.40	362.70	384.50
2nd year	353.00	370.70	392.90
3rd year	361.90	380.00	402.80
4th year	377.60	396.50	420.30
5th year	391.00	410.60	435.20
Administrative Assistants - Grade 2			
1st year	405.10	425.40	450.90
2nd year	414.70	435.40	461.50
3rd year	421.50	442.60	469.20
4th year	431.00	452.60	479.80
Administrative Assistants - Grade 3			
1st year	439.00	461.00	488.70
2nd year	450.70	473.20	501.60
3rd year	469.60	493.10	522.70
4th year	480.10	504.10	534.30

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CLASSIFICATION	Current rate as at 30.6.96	01.07.96	01.07.97
Administrative Assistants			
- Grade 4	490.80	515.30	546.20
1st year	501.00	526.10	557.70
2nd year	510.70	537.30	569.50
3rd year	522.30	548.40	581.30
4th year			
Pay clerks - grade 3/4			
1st year	502.70	527.80	559.50
thereafter	546.40	573.70	608.10
Senior Administrative Assistant			
- Grade 1	532.50	559.10	592.60
1st year	545.50	572.80	607.20
2nd year			
Senior Administrative Assistant			
- Grade 2	562.10	590.20	625.60
1st year	576.10	604.90	641.20
2nd year			
Senior Administrative Assistant			
- Grade 3	595.00	624.80	662.30
1st year	609.80	640.30	678.70
2nd year			



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CLASSIFICATION	Current rate as at 30.6.96	01.07.96	01.07.97
Administrative Officer - Grade 1 1st year 2nd year	632.30 649.60	663.90 682.10	703.70 723.00
Administrative Officer - Grade 2 1st year 2nd year	660.40 677.70	693.40 711.60	735.00 754.30
Administrative Officer - Grade 3 1st year 2nd year	699.10 721.10	734.10 757.20	778.10 802.60
Senior Administrative Officer - Grade 1 1st year 2nd year	750.00 771.90	787.50 810.50	834.80 859.10
Senior Administrative Officer - Grade 2 1st year 2nd year	796.00 820.00	835.80 861.00	885.90 912.70

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CLASSIFICATION	Current rate as at 30.6.96	01.07.96	01.07.97
Computer Operator			
- Grade 1	414.00	434.70	460.80
1st year	424.70	445.90	472.70
2nd year	441.00	463.10	490.90
3rd year	452.10	474.70	503.20
4th year			
Computer Operator			
- Grade 2	455.70	478.50	507.20
1st year	483.90	508.10	538.60
2nd year	500.80	525.80	557.30
3rd year			
Programmer			
1st year	594.00	623.70	661.10
2nd year	631.00	662.60	702.40
3rd year	697.70	732.60	776.60
4th year	748.80	786.20	833.40
Operations Centre Communications Assistant			
1st year	439.00	461.00	488.70
2nd year	450.70	473.20	501.60
3rd year	469.60	493.10	522.70
4th year	480.10	504.10	534.30

CLASSIFICATION	Current rate as at 30.6.96	01.07.96	01.07.97
Operations Centre Assistant Supervisor	490.80	515.30	546.20
	501.00	526.10	557.70
	511.70	537.30	569.50
	522.30	548.40	581.30
Operations Centre Senior Supervisor	532.50	559.10	592.60
	545.50	572.80	607.20

**39. ALLOWANCES**

CLAUSE	BRIEF DESCRIPTION	Current RATE as at 30.6.96	RATE 1.7.96	RATE 1.7.97
29 (a)	Climatic and Isolation Allowance	3.50	3.70	3.90
29 (b)	Climatic and Isolation Allowance	7.00	7.40	7.80

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