

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/97

**TITLE: Ambulance Service of New South Wales Maintenance Officers
Enterprise Agreement 1996**

I.R.C. NO: 98/1292

DATE APPROVED/COMMENCEMENT: Approved 1 April 1998 and commenced 1 July 1996

TERM: Expires 30 June 1998

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

**EMPLOYEES: Maintenance Officers employed at the Ambulance Service of New South
Wales**

**PARTIES: Health Administration Corporation -&- Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union, New South Wales Branch and Construction, Forestry,
Mining and Energy Union (New South Wales Branch)**





AMBULANCE SERVICE OF NEW SOUTH WALES MAINTENANCE OFFICERS - ENTERPRISE AGREEMENT, 1996

1. TITLE OF AGREEMENT

This Agreement will be known as the Ambulance Service of New South Wales - Maintenance Officers Enterprise Agreement, 1996.'

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope and Application
5. Preamble
6. Employees Duties
7. Work Arrangements
8. Flexible Work Practices
9. Classification Structure
10. Accrual of Additional Days Off
11. Family and Community Services Leave
12. Maternity, Paternity and Adoption Leave
13. Uniforms
14. Issues Resolution
15. Union Subscriptions
16. Working Parties
17. Hours
18. Appointment of Officers
19. No Extra Claims
20. Wage Rates
21. Allowances



3. DEFINITIONS

In this Agreement, unless the context otherwise indicates or requires, expressions hereinafter defined shall have the respective meanings assigned to them.

'Agreement' means this Agreement.

'Award' means the Crown Employees (Skilled Tradesmen) Award as at the date of making this Agreement.

'Corporation' means the Health Administration Corporation.

'Ambulance Service' means the Ambulance Service of New South Wales.

'Maintenance Officer' means an employee of the Ambulance Service whose wages and conditions of employment are covered by the award and this Agreement.

'Permanent Part-Time Employee' means a person appointed in accordance with clause 8 of this Agreement.

'Term' means the term of this Agreement ~~as defined in this Agreement.~~ *being from 1 July 1996 to 30 June 1998.*

'Unions' means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch and the Construction Forestry, Mining and Energy Union, New South Wales Branch.

'Day Worker' means an employee who works his or her ordinary hours from Monday to Friday inclusive and who commences work on such days between 0600 hours and 1000 hours inclusive.

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



4. SCOPE AND APPLICATION

- a) This Agreement regulates the terms and conditions of employment of maintenance officers employed by the Ambulance Service.

5. PREAMBLE

- 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 led to modified and improved work practices. There are however work practices which still require modification and improvement to enable the Ambulance Service to become an even more efficient and effective Ambulance Service for the people of New South Wales.
- c) The parties agree to work together to develop a committed, flexible and highly skilled workforce that is focused on customer service and productivity and on a working environment which is mutually rewarding to the Ambulance Service and all of the staff employed by it.
- d) The parties are committed to the concept of continuous improvement and to the

delivery of a high standard of service to customers of the Ambulance Service.

- e) This Agreement is designed to improve such work practices by implementing changes to work arrangements and classifications.
- f) This Agreement recognises the need for change to ensure the ongoing viability and improvement in the delivery of pre-hospital care and health related transport. This Agreement is designed to bring about those changes. It will greatly increase employee satisfaction through a greater range, scope and flexibility of work.
- g) The parties acknowledge that a safe working environment is the right of every employee. The parties are committed to achieving healthier and safer jobs and understand that this can be achieved in tandem with improved efficiency and productivity.
- h) The parties acknowledge their wider social obligations and will consider their actions in this context. Further the parties are committed to the ~~satisfactory~~ and timely resolution of any differences or disagreements.

6. EMPLOYEES DUTIES

- a) In the context of the parties' commitment to provide ~~quality services, to share responsibilities and to develop the skills of the workforce, the Ambulance Service may direct an employee to carry out duties within the limits of the employee's skill, competence and training, provided that those duties are not designed to promote deskilling.~~
- b) The Ambulance Service may direct an employee to use such techniques, instruments, aids and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of those techniques, instruments, aids and equipment.
- c) The parties agree that the employees will also undertake the tasks of maintenance and servicing the fire extinguishers and medical oxygen equipment with the appropriate training, instruments and equipment to be provided.
- d) Any direction issued by the Ambulance Service pursuant to Sub-clauses a), b) or c) must be consistent with the Ambulance Service's responsibility to provide a safe and healthy work environment.
- e) Employees will work to the full extent of their skills at any time during the working shift based on operational requirements.

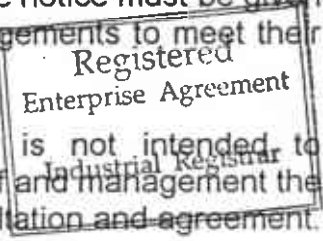
7. WORK ARRANGEMENTS

- a) In the context of the parties' commitment to improve efficiency and effectiveness to provide a seamless service and to focus on customer needs as outlined in the Preamble of this Agreement, the Ambulance Service may transfer employees between other service settings and



locations after consultation and agreement. Such changes can be made on a permanent or temporary basis and may include changes to shifts, days and work times.

- b) The parties acknowledge that this flexibility will enhance opportunities for job enrichment and for the development of alternative career paths for employees.
- c) Employees may only be transferred by the Ambulance Service where they have the skills and training necessary to meet the requirements of the changed role, or where the Ambulance Service makes arrangements to provide the necessary skills or training.
- d) Changes of the kind described in Sub-clause a) may only be made after consultation with employees involved. Reasonable notice must be given to enable employees to make alternative arrangements to meet their needs.
- e) The parties acknowledge that this process is not intended to disadvantage employees, but rather to allow staff and management the flexibility to change work locations only with consultation and agreement.
- f) If after consultation an employee wishes to raise a grievance in relation to this clause then the provisions of clause 14, Issues Resolution, of this Agreement will be applied.
- g) Work will be performed by the most efficient means. The only limit to work will be the employee's skill, competence and training. To this end the Service will deploy skills based on operational needs.
- h) Paramount to the efficient and effective deployment of resources is an understanding that the Service has the right to determine the allocation of resources.



8. FLEXIBLE WORK PRACTICES

Permanent Part-Time Employee

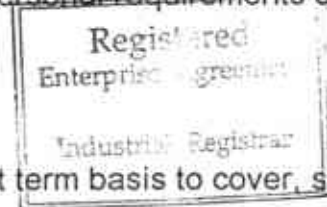
- a) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty two (32) hours per week, except in emergent or urgent circumstances.
- b) Permanent part-time employees shall work the agreed and specified hours of duty.
- c) The hours of work may be altered at any time by agreement, or by the employer with notice having regard to the employee's circumstances subject to clause 17 Hours, of this Agreement.
- d) Permanent part-time employees shall be paid an hourly rate calculated on the

basis of one thirty-eighth of the rate prescribed in clause 20, of this Agreement, with a minimum payment of two hours for each start.

- e) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate daily allowances proportional to full-time hours. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this agreement and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to his/her usual roster.

- f) All time worked by permanent part-time employees in excess of the ordinary hours of work prescribed for the majority of full-time employees on that day in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- g) Time worked up to the ordinary hours of work prescribed for a majority of the full-time employees employed on that day in the unit 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.
- h) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.



Temporary Employee

- a) A temporary employee shall be employed on a short term basis to cover short term work requirements.
- b) No temporary employee shall be paid less than six (6) hours pay for any one day. He or she shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification level.
- c) All time worked in excess of full-time ordinary hours prescribed for the majority of full-time employees employed on that day in the unit or section concerned shall be paid for at overtime rates of pay.

9. CLASSIFICATION STRUCTURE

a)	Trade Classification	% of weekly wage Not including tool allow.	Definition
	Level 1	100%	holds appropriate trade certificate or equivalent
	Level 2	105%	120 hours of approved course/s and is regularly



required to use the skills/knowledge acquired in such course/s

Level 3

110%

240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such course/s

Level 4

115%

360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such course/s

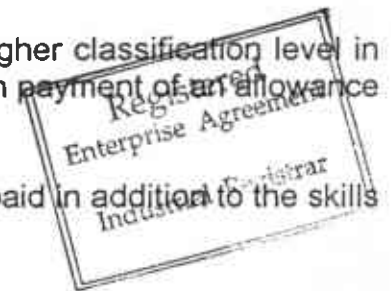
- b) Approved courses in respect of skills / knowledge that are no longer regularly required shall not be counted for progression purposes.
- c) Approved courses are TAFE courses and any others that the Ambulance Service of New South Wales approves. Ambulance Service of New South Wales Study Leave provisions apply. Courses approved, however, must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently e.g. personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc).
- d) Progression to classification levels 2, 3 and 4 would be on the basis of the trades person in question having successfully undertaken at least 120, 240 and 360 hours respectively of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.
- e) The Ambulance Service of New South Wales will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.
- f) Trades persons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.
- g) For the purposes of progression under the foregoing clause, employees must

demonstrate that they possess the relevant skills/knowledge of the approved course and are able to satisfy the learning outcomes of that course as specified by the Ambulance Service of New South Wales. This may be achieved by undertaking the relevant approved course or demonstrating equivalent skills. The employee will then be credited with the appropriate number of hours for the completion of that course.

- h) Within four (4) months of the commencement of this Agreement, the Service will determine where each trades person should translate into the new classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the trades person and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, determining whether the skills/knowledge possessed by the trades person is equivalent to having completed such approved course by demonstrating competence as outlined in (g) above.

- i) Where the trades person in question is translated to a classification in the new structure greater than level 1, during the 4 month translation period as specified in subclause (h) of this clause, the employee is to be paid the higher rate from the time of making this Agreement, provided that the higher rate shall only be paid in respect of a period that the higher skill/knowledge was regularly required of the trades person and the trades person possessed the relevant skills/knowledge at the commencement of this Agreement.
- j) There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made.
- k) Leading hand allowances, where applicable, will be paid in addition to the skills based level of the trades person in question.
- l) Trades persons are required to perform installation, planned, emergency and preventative maintenance tasks. In the performance of such tasks trades persons will be required to perform all incidental and peripheral work and assist other staff so as to complete the whole job.
- m) The Ambulance Service will be the determining body in deciding which employees have equivalent skills. For this purpose a committee consisting of 2 staff shall make recommendations to the Chief Executive Officer of the Service as to whether an employee has demonstrated competence in accordance with sub clause (g) of this clause.
- n) For the purposes of sub clause (m) of this clause the (2) staff shall consist of the State fleet manager and a leading hand from an area outside of the one in which employees are being competency tested. Such leading hands will receive training in workplace assessment.



- o) The competency testing will involve a multiple choice written exam or scenario based competency testing or other testing agreed by the parties.
- p) Approved courses and course requirements are outlined in schedule A and schedule B of the Agreement.
- q) The Service will determine the number of employees to be accredited in each skill/module. Not all employees will be required to be competent in each skill/module. It is preferable that employees attain a different mix of skills. There shall not be however any artificial barriers to progression.
- r) Clause 14, Issues Resolution should be utilised if any disputes arise concerning implementation of this clause.



10. ACCRUAL OF ADDITIONAL DAYS OFF (ADOs)

- a) The parties agree that full-time employees should accumulate up to five days additional days off duty (ADOs) as measured at any one point in time subject to the mutual agreement of the employee and the Ambulance Service. This limit on the accumulation right means that any employee who has a current accumulation of five ADOs must take the sixth ADO accruing 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) The option of accumulation of ADOs is subject always to the active agreement of the Ambulance Service management, so that it is conceivable that employees in one unit or location within the Ambulance Service may be permitted to accumulate ADOs but employees working in other locations and settings within the Ambulance Service may not.
 - iii) The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the Ambulance Service is able to provide adequate staffing resources to meet 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 at ordinary rates as part of the usual termination entitlements.
- c) Further to the above, the parties agree that ADOs, can be taken on a day mutually convenient to the Ambulance Service and the employee.

11. FAMILY AND COMMUNITY SERVICES LEAVE

Personal Carers and FACS Leave entitlements will be as prescribed by Departmental Circular No 97/11 as it is from time to time amended or superseded.

12. 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 94/2 as amended by the Corporation from time to time.



13. UNIFORM

- a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
- b) Uniforms shall be issued to all maintenance officers annually on the employees anniversary date.
- c) The issue of uniforms shall be to a value of \$280.00 and will be increased from time to time to reflect relevant movements in expense related allowances in the Public Hospital Employees' Skilled Trades (State) Award.
- d) The Ambulance Service shall provide any other special clothing which the Ambulance Service shall require the employee to wear.
- e) Articles of special clothing issued under Sub-clause d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
- f) Articles of special clothing issued under Sub-clause d) shall remain the property of the Ambulance Service and shall be returned by the employee on the request of the Ambulance Service.
- g) Any request for uniform replacement by the Ambulance Service or the employee will not be unreasonably refused.
- h) In the event of refusal the provisions of clause 14, Issues Resolution, in this Agreement may be applied.

14. 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 employer 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 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 Ambulance Service, regardless of whether the issue relates to an individual employee or to a group of employees employed by the Ambulance Service.
- 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 Unions on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that 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's Organiser for the Ambulance 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 a more senior official of the Union who must then confer with the Chief Executive Officer (or his or her nominee (s)) of the Ambulance Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended period as 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 of NSW 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.

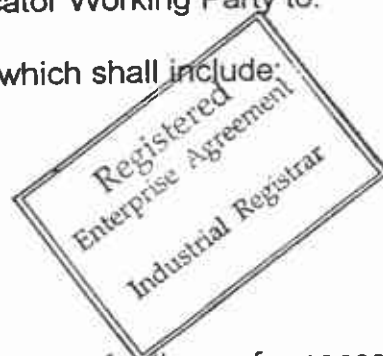
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15. UNION SUBSCRIPTIONS

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

16. WORKING PARTIES

- a) The parties recognise that the establishment of working parties provided for under this clause and the successful implementation of outcomes arising from these working parties is fundamental to this Agreement and the payment of wage increases under it.
- b) The parties agree to establish a Performance Indicator Working Party to:
- i) Identify appropriate performance indicators which shall include:
 - 1) Service quality
 - 2) incidence of customer complaints;
 - 3) incidence of customer satisfaction.
 - ii) Establish and implement measurement mechanisms for the performance indicators;
 - iii) Establish and implement improvement programs which will:
 - 1) establish goals for improvement in the performance indicators;
 - 2) monitor the achievement of those goals; and
 - 3) allow the Service to accurately cost the financial benefits achieved by the Service as a result of the improvement programs.
- c) The parties agree that the Working Parties will:
- i) consist of equal numbers of Service representatives and employees and to be established as soon as possible; and
 - ii) complete the setting of service improvement objectives including performance targets, performance indicators and benchmarks for measurable improvements within three months of the date of signing of the Agreement.



17. HOURS

Hours shall be as prescribed in the Award (refer to Appendix 1) as at the date of making this Agreement excepting that:

- a) Employees employed by the Service at the date of making this Agreement shall

nominate to be rostered to work shift work.

- b) Employees employed by the Service at the date of making this Agreement shall not be compelled to work shift work.
- c) Employees employed by the Service after the date of making this Agreement may be compelled by the Service to work shift work.

18. APPOINTMENT OF OFFICERS

- a) All employees appointed shall be appointed on probation for a period of three months from the date of their appointment or re-appointment to the Service.
- b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.

19. NO EXTRA CLAIMS

It is a condition of this Agreement that the Unions which are parties to it undertake, that during the term of the Agreement, no wages or other claims may be made, except if expressly provided for or otherwise agreed by the parties.

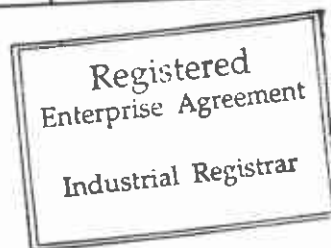
20. WAGE RATES

Award Classification	Weekly Wage Level 1 1.7.96	Weekly Wage Level 1 1.7.97	Weekly Wage Level 2 *	Weekly Wage Level 3 *	Weekly Wage Level 4 *
Carpenter and/or Joiner	510.20	525.50	551.80	578.10	604.30
Painter	510.20	525.50	551.80	578.10	604.30
Motor Mechanic	510.20	525.50	551.80	578.10	604.30

Note: * date agreement made

APPRENTICES

	1.7.96	1.7.97
1st year	220.60	227.20
2nd year	290.30	299.00
3rd year	371.80	383.00
4th year	428.90	441.80



21. ALLOWANCES

1.7.96

1.7.97

Leading Hand
up to 5 employees 25.40
6-10 employees 33.20
over 10 employees 42.50


26.20
34.20
43.80


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Tool Allowance	1.7.96	1.7.97
Carpenter and/or Joiner	18.10	18.70
Motor Mechanic	18.10	18.70
Painter	4.50	4.60

Apprentice Mechanic passing examination	1.7.96	1.7.97
Passing 1st year exam	1.10	1.15
Passing 2nd year exam	2.40	2.50
Passing 3rd year exam	3.40	3.50


.....
Michael Reid, Director-General
NSW Health


.....
Construction, Forestry, Mining,
Energy Union
New South Wales Branch.


.....
Australian Manufacturing Workers
Union (NSW registered as AFMEPKIU)

- 3 MAR 1998

SCHEDULE A

The following 2 modules/skills are mandatory for all mechanical staff across the State. Therefore such skills/modules are required to be attained by all employees.

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a) Automotive Air Conditioning Servicing

Hours: 32

Requirements: TAFE skill/module to allow full servicing of vehicle air conditioners. Must be a registered automotive air conditioning service person with a full understanding of government regulations which control the use of ozone depleting materials.

b) General Ambulance Maintenance and Repairs

Hours: 60

Requirements: A specific Ambulance Service of New South Wales skill/module and includes all ambulance specific tasks inter alia stretchers repair, fit outs, latches, minor body work, all trim work, welding, seat structure work etc.

2. The following modules/skills the Service may require (or currently do require) and may be considered for accreditation towards progression.

a) Automotive/Electrical and Electronic

Hours: 36

Requirements: A specific Ambulance Service of New South Wales skill/module and includes the testing of electrical systems and electronic parts in automotive vehicles and Ambulance specific components such as sirens, two way radios etc.

b) Differentials - Overhaul

Hours: 30

Requirements: A specific Ambulance Service of New South Wales course and includes the complete overhaul differentials.

c) Automotive Light Diesel Servicing

Hours: 36

Requirements: TAFE skill/module to allow maintenance along with finding and repair of diesel engine faults.

d) Automotive Transmissions

Hours: 45

Requirements: A specific Ambulance Service of New South Wales skill/module and includes the complete overhaul of automatic transmission

e) Automotive Power Steering

Hours: 15

Requirements: A TAFE skill/module and includes the testing, servicing and overhaul of power steering systems.

f) Automotive Anti - Lock Braking Systems

Hours:18

Requirements: A TAFE module/skill and includes the service of electronically controlled anti - lock braking systems. Also includes the test and repair of wiring faults and the adjustment of various sensors and all other repairs.

g) Machining of Brake Discs

Hours: 15

Requirements: A skill/module specific to the Ambulance Service of New South Wales and includes the machining of disc brake motors to manufacturers specifications and standards.



The Service will determine the number of employees to be accredited with each skill/module. Not all employees will be required to be competent in each skill/module.

The Service will within four months of the Agreement being made develop those skills/modules specific to the Ambulance Service of New South Wales, including learning outcomes.

SCHEDULE B



Carpenters and Painters

1. An approved course is any course consistent with Clause 9 Classification Structure of the Enterprise Agreement.
2. The Service will determine the number of employees to be accredited consistent with Clause 9 Classification Structure of the Enterprise Agreement.
3. The Service will within four months of the Agreement being made determine where each trades person should translate into the new classification structure.
4. Any disagreement shall be dealt with under Clause 14 Issues Resolution.