

**SA AMBULANCE SERVICE  
ENTERPRISE BARGAINING  
AGREEMENT 2001**

**Variation File No 953 of 2003  
Cross Reference Original File No. 9108 of 2001**

**CONSOLIDATED AGREEMENT  
AS AT 21 FEBRUARY 2003  
AS SUPPLIED BY THE PARTIES  
AND  
INCORPORATING ALL AMENDMENTS  
SINCE THE ORIGINAL APPROVAL WAS  
GRANTED ON 31 DECEMBER 2001**



**SA  
Ambulance  
Service**

## **SA Ambulance Service Enterprise Bargaining 2001**

This Enterprise Agreement is made in pursuance of Chapter 3, Part 2 of the Industrial and Employee Relations Act, 1994 between the SA Ambulance Service, the Ambulance Employees Association of SA, and the Australian Liquor Hospitality and Miscellaneous Workers Union (Miscellaneous Workers Division).

## 1. Title

This Enterprise Bargaining Agreement shall be known as the SA Ambulance Service Enterprise Bargaining Agreement 2001.

## 2. Arrangement

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### **3. Scope and Persons Bound**

This Enterprise Bargaining Agreement shall be binding upon the SA Ambulance Service and shall apply to work undertaken by all employees of the SA Ambulance Service excluding the following classes of employees:

- 3.1. Executive Level Employees.
- 3.2. Employees subject to a contract (whether at common law or pursuant to statute) which contains a provision providing for a review of salary during the contract.

### **4. Locality**

This agreement shall apply throughout South Australia.

### **5. Commencement and Duration**

This Enterprise Agreement shall come into force from the date of approval from the South Australian Industrial Relations Commission and will remain in force for a period of two calendar years thereafter.

The first wage increase in the next Enterprise Agreement will apply from 31 December 2004.

### **6. Relationship to Parent Awards and Industrial/Enterprise Specific Agreements**

It is intended that this Enterprise Agreement will operate in conjunction with the:

- 6.1. SA Ambulance Service Award
- 6.2. SA St John Ambulance Service Barossa Composite Rates Agreement
- 6.3. Port Lincoln Composite Rates Agreement 1997

#### 6.4. SA Ambulance Service Riverland Region Composite Rates Agreement 2001

Accordingly, where there is any inconsistency between the terms and conditions of the Enterprise Bargaining Agreement, the Award or Enterprise Bargaining Agreement(s), the provisions of this Enterprise Bargaining Agreement shall apply.

### 7. Definitions

**“Award”** means the SA Ambulance Service Award.

**“Bereavement”** for the purpose of this agreement a bereavement means the death of a wife, husband, father, mother, child, step- father, step-mother, or step-child, mother-in-law, father-in-law, brother or sister.

**“Claim”** means any claim whatsoever bought on behalf of a group(s) or a Union/Association (being an Association to which employees are a member) of employees incorporating demands in relation to increased rates of pay, conditions of employment, increased crewing and resourcing levels.

**“Closely related”** will include an employee’s wife, husband, father, mother, father in law, mother in law, brother, sister, child, stepfather, stepmother, stepchild, defacto spouse, guardian, foster parent, step parent, step brother/sister, half brother/sister or other family member as defined.

**‘Employer’** means the SA Ambulance Service.

**‘Employee’** means an employee who is engaged under a contract of service by the SA Ambulance Service.

**‘Enterprise Agreement’** means the SA Ambulance Service Enterprise Bargaining Agreement 2001.

**“Family member”** is defined as a member of the employee’s household, or near relative of the employee as defined in the *State Equal Opportunity Act 1984*. The employee must have responsibility for the care of the family member concerned.

**‘Ordinary Hours’** means the average ordinary hours of work.

**“Personal/Carers Leave”** is defined as leave approved by the employer for absences from work on account of:

- Personal illness.
- Illness of “Family member” as defined.
- Bereavement as defined.
- Urgent pressing necessity as defined
- Moving house.

**‘Previous Enterprise Agreements’** shall mean the SA Ambulance Service Enterprise Bargaining Agreement 1999 and the Enterprise Bargaining Agreement 1996.

For the purpose of this agreement **“Primary on-call response”** shall mean an ambulance station roster where an on-call is utilised as a part of the primary response provided to a community. For the purposes of this definition, the following stations are considered to provide a primary response as at Oct 2002 (subject to change):

- Angaston
- Barmera
- Berri
- Loxton
- Millicent
- Naracoorte
- Pt Lincoln
- Renmark
- Tanunda
- Waikerie
- Woodside
- Ceduna

For the purpose of this agreement **“Secondary on-call response”** shall mean an ambulance station roster where an on-call is utilised as a support for a primary response provided by another ambulance crew working ordinary working hours. For the purposes of this definition, the following stations are considered to provide a secondary response as at Oct 2002 (subject to change):

**“SAAS”** shall mean SA Ambulance Service.

**“Shift”** means the rostered ordinary working hours within any 24-hour period.

**“Shift Worker”** means an Ambulance Officer, Paramedic or Communications Officer who works any combination of 12-hour shifts, 10/14-hour shifts or day shifts in combination with requirement to remain on-call as part of a 365 day roster cycle.

**“Urgent Pressing Necessity”** means a matter that must be attended to by the employee that cannot be reasonably attended to by the employee outside that employee’s ordinary hours of work. Examples of urgent pressing necessity include:

- A requirement to appear in court either as a subpoenaed witness or as defending a civil right except, where an appearance arises out of SAAS employment. Court appearances in other circumstances must be covered by recreation leave or leave without pay.

- Protection of the employee's family/property directly affected by flood or bushfire.

## 8. Occupational Health and Safety

The parties to this Enterprise Agreement are committed to reducing the level of Occupational Health and Safety risks within the working environment. Therefore the parties have committed to targeting the following targets during the life of this Enterprise Agreement as follows:

| <b>Targets</b>  | <b>2001-02</b> | <b>2002-03</b> | <b>2003-04</b> |
|---|----------------|----------------|----------------|
| Targeted % reduction in new claims per 100 FTE's* (from 2000/2001 base)       | 3%             | 5%             | 7%             |
| Target reduction in workers compensation costs as a % of total remuneration** | 5.5%           | 5.4%           | 5.3%           |
| Target staff participation in SAASFit   | 50%            | 55%            | 60%            |

### Note:

\* Projected targeted reductions in new claims are based upon claims per 100 FTE's from 2000/2001. These figures may be impacted upon by an increase in workload disproportionate to an increase in staffing levels.

\*\* As per annual declaration return provided to WorkCover Corporation.

## 9. Health and Fitness Program – (SAASfit)

All employees subject to the provisions of this Enterprise Bargaining Agreement are encouraged to commit in the SAASFit Program initiated by SAAS aimed at minimising the risks of workplace accident and injuries.

## 10. Personal/Carers Leave – Shift Workers

- 10.1 Each shift worker is credited with 120 hours Personal/Carers Leave per annum. Personal/Carers Leave subsumes sick leave provisions provided by Clause 22 of the Award, Bereavement Leave as provided by Clause 23 of the Award, special leave for urgent pressing necessity, moving house and care of sick child as provided by clause 11 of this Enterprise Agreement.

- 10.2 All employees who are absent from work on account of matters relating to personal/carers leave, as defined above, are on application, eligible for personal/carers leave without deduction of pay as provided in this clause.
- 10.3 An employees entitlement to Personal/Carers Leave accrues as follows:
- Shiftworkers in their first year of service shall accrue 2.31 hours;
  - For all other shiftworkers covered by this clause shall receive a credit of family/carers leave based upon 2.31 hours for each completed week of service and calculated from the commencement of this agreement until the employee's anniversary date;
  - Upon each anniversary date thereafter, each shift worker shall be entitled to 120 hours per annum.
- 10.4 Personal/Carers leave shall be granted in accordance with the following conditions:
- In the case of Sick Leave – the conditions as prescribed by clause 22 of the Award
  - In the case of Bereavement Leave – Proof of Death in accordance with the conditions as prescribed by clause 23 of the Award.
  - In the case of Urgent Pressing Necessity – in accordance with the conditions as prescribed in clause 7 of this agreement.
  - In the case of the eligibility provisions applicable for Carers Leave for Non-Shift workers as provided by clause 11 within this Enterprise Agreement.
- 10.5 Personal/Carers Leave for part-time employees is to be paid at the employee's usual salary for the number of hours normally worked.
- 10.6 Personal/Carers Leave accrues from year to year without limit.
- 10.7 Before being entitled to be paid Personal/Carers Leave the employee shall:
- Advise the employer at least one hour prior to the rostered commencing time of their inability to attend for duty and as far as practicable the reason for the absence;
  - Within a reasonable timeframe of the commencement of such absence, provide evidence satisfactory to the employer.
- 10.8 An employee who claims Personal/Carers Leave shall produce a medical certificate or other reasonable evidence for absences in excess of one shift, except for absences not exceeding one shift only on four occasions during each year.



## **11. Family/Carers Leave – Non-Shift Workers**

11.1 Employees may access up to forty hours of their normal paid sick leave entitlement in any one-year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the State Equal Opportunity Act 1984.

11.1.1 This access is available if the following conditions are satisfied:

- The employee must have responsibility for the care of the family member concerned; and
- The employee produces satisfactory evidence of sickness of the family member, if requested.

11.2 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

## **12. Salary Sacrifice**

SAAS Management will consider and determine the implementation of Salary Sacrifice arrangements for all staff covered by this Enterprise Bargaining Agreement on a cost neutral basis subject to the resolution of issues concerning its Public Benevolent Institution (PBI) status by the Australian Taxation Office.

In event that SAAS PBI status is confirmed by the Australian Taxation Office, Salary Sacrifice arrangements will be implemented for permanent employees in the same terms as presently provided for all public servant employees by virtue of the SA Government Wages Parity Enterprise Agreement.

## **13. Initiatives contained under previous Enterprise Bargaining Agreements**

Nothing contained within this enterprise bargaining agreement and previous enterprise bargaining agreements shall preclude each of the parties from pursuing initiatives contained within these agreements.

## **14. New Paramedic Classification**

Upon approval of this Enterprise Agreement a new Paramedic classification will be introduced as a means of recognising the attainment of new skills and responsibilities for ambulance officers. To qualify for the new classification, employees must first complete a study program and pass an assessment for the new paramedic guidelines under the control of the SAAS Medical Director. Thereafter, employees must undertake an annual accreditation program, the implementation of which forms part of this Enterprise

Agreement. The wage rates for the new classification are detailed in the wages schedules to this Enterprise Agreement.

## **15. Employment Categories**

### **15.1 Full-Time Employment**

The contract of hiring of every employee bound by this Enterprise Agreement will, unless otherwise stated, be deemed to be hiring by the week be it as a full-time or part-time employee.

### **15.2 Casual Employees**

15.2.1 A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid 1/38 of the weekly award wage prescribed herein for the work which the employee performs, plus 20 per cent.

15.2.3 A casual employee shall be for a minimum engagement of 3 hours.

### **15.3 Part-Time Employees**

An employee may be engaged by the week to work on a part-time basis for a constant number of hours which, having regard to the various ways of arranging ordinary hours, shall average less than 38 hours per week. An employee so engaged shall be paid 1/38 of the weekly rate prescribed herein for the classification in which the employee is engaged.

## **16. Meal Allowance**

The Meal Allowance rates shall be as prescribed by the SA Public Sector Salaried Employees Interim Award and the Public Sector Management Act Determination No.16 – Travelling Expenses Reimbursement and Allowances as applicable.

## **17. Extension to Rolled-in Rates Agreements**

Upon approval of this agreement, Ambulance Officers and Paramedics employed within the Metropolitan region who are entitled to be paid a rolled-in rate allowance in accordance with the provisions of clause 16.9 of the Award, shall be paid the rolled-in rate allowance for all training blocks and all absences on account of paid sick leave.

## **18. Wages**

- 18.1 It is agreed by the parties that the following wages increases shall be granted to employees (being employees within the scope) during the life of this Enterprise Agreement and as set out in the attached schedules this Enterprise Agreement:
- 18.1.1 Effective from the first full pay period commencing on or after the 31 December 2001 employees shall be entitled to receive a 4% increase in the wages rates as provided by schedule 3 of the previous Enterprise Agreement and as set out in schedule 1 hereof. The wages rates applicable from the first full pay period commencing on or after the 31 December 2001 are set out in schedule 1.
- 18.1.2 Effective from the first full pay period commencing on or after the 31 December 2002 employees shall be entitled to receive a 4% increase in the wages rates as provided by schedule 1 of this Enterprise Agreement and as set out in schedule 2 hereof.
- 18.1.3 Effective from the first full pay period commencing on or after the 31 December 2003 employees shall be entitled to receive a 4% increase in the wages rates as provided by Schedule 2 of this Enterprise Agreement.
- 18.2 Provided that the wages increases as set out in the attached schedules, shall not apply to any employee where the employee or association (on behalf of an employee or group of employees) have entered into an agreement or arrangement where such employee(s) are in receipt of wage, salary or income maintenance and where such employee maintained salary level exceeds the relevant rates as prescribed in the attached schedules.

## **19. Key Areas of Change**

The following Key Areas of Change have been agreed to be implemented from the commencement of this Enterprise Agreement:

### **19.1 STAR Program**

The parties are committed to the implementation of the STAR Program and ongoing review and consultation.

### **19.2 Introduction of Paramedic (Formerly ALS) Case Auditing**

The parties agree to a system of case auditing being implemented upon agreement being reached by the parties. The process for case auditing will be subject to ongoing consultation and review.

### **19.3 Government Radio Network (GRN)**

The parties agree to the implementation and usage of the Government Radio Network.

### **19.4 Spare Pool Allowance and Attached Spares**

19.4.1 The parties agree that the current standard operating procedures (as provided by the previous enterprise agreement) require urgent review.

19.4.2 Therefore, the parties are committed to developing new standard operating procedures for the spare pools during the life of the agreement and subject to consultation, implementation of the revised standard operating procedures for the spare pools using established processes.

### **19.5 Revised Operations Structure within the Metropolitan Region**

During the life of this enterprise agreement the parties agree to develop a revised operations structure model for the metropolitan region including the development and revision of existing roster models.

### **19.6 Casual Employees engaged within the Medical Transfer Service Roster**

Whilst preference will be given to rostering full-time employees on MTS, there will be occasions where roster shortfalls make this impracticable. The parties accept and agree that ATS casuals can be utilized as the ATS half of an MTS crew when other avenues are exhausted. In such circumstances the Ambulance Crew will be re-designated ATS.

### **19.7 Annual Accreditation Program**

The parties agree to the minimum requirements as set out in attachment 1 for the annual maintenance of qualifications for the positions of Paramedic and Intensive Care Paramedic.

### **19.8 Turn-around Times**

The parties agree that turn-around times should be reduced. It is agreed that turn-around times will be monitored during the life of the agreement with the objective of implementing procedures to ensure turn-around times are appropriate for the circumstance.

### **19.9 Spare Uniform**

All Emergency and Non-Emergency Ambulance Officers subject to this agreement shall keep and maintain a spare uniform at their designated home station or in the case of Officers engaged within the Spare Pool, at the home station that they commenced their shift. To enable the spare uniform to be kept at the home station, SAAS shall provided adequate facilities.

### **19.10 Quality Accreditation**

The parties to this enterprise bargaining agreement commit to the implementation of Australian Standards 9001/9002 where it is deemed necessary and/or appropriate by SAAS Management subject to consultation with the relevant staff.

### **19.11 No Smoking Policy Implementation**

It is agreed that the no smoking policy is to be implemented throughout SAAS in accordance with the policy agreed to by the OH&S Coordinating committee of SAAS.

### **19.12 Ethics**

The parties are committed to negotiating a set of guidelines that clearly set out ethical conduct/customer service standards for employees during the life of the agreement.

### **19.13 Obese Patient Stretcher**

The parties have agreed to use of the Obese Patient Stretcher within the established guidelines.

### **19.14 Regional Incentive Payments**

Effective from the first full pay period commencing on or after 31 December 2001, full-time and part-time employees employed pursuant to parts 1 & 2 of schedules 1, 2 and 3 of the SA Ambulance Service Enterprise Bargaining agreement 2001, shall be entitled to be incentive payments contained within this cause, subject to the following:

- For part-time employees, incentive payments will be based upon a proportionate payment based upon the average ordinary ours per week;
- The employee not being on leave without pay during the period;

Payments made in accordance with this clause, shall be based upon the relevant length of service, at the time of implementation. Therefore, continuous service prior to the date of operation shall, count towards determining the appropriate level of payment.

| <b>Regional Incentive Payments</b> |                                   |                                   |                                   |                                   |  |
|------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
| <b>Station</b>                     | <b>Year 1<br/>\$ Per<br/>Week</b> | <b>Year 2<br/>\$ Per<br/>Week</b> | <b>Year 3<br/>\$ Per<br/>Week</b> | <b>Year 4<br/>\$ Per<br/>Week</b> | <b>Year 5<br/>and<br/>each<br/>year<br/>there<br/>after<br/>\$</b> |
| Angaston                           | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Barmera                            | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Berri                              | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Bordertown                         | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Clare                              | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Kangaroo<br>Island                 | 38.46                             | 34.62                             | 38.46                             | 43.27                             | 48.08  |
| Loxton                             | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Millicent                          | 38.46                             | 34.62                             | 38.46                             | 43.27                             | 48.08  |
| Mt Barker                          | 0.00                              | 0.00                              | 0.00                              | 0.00                              | 0.00   |
| Mt Gambier                         | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Murray Bridge                      | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Naracoorte                         | 38.46                             | 34.62                             | 38.46                             | 43.27                             | 48.08  |
| Pt Augusta                         | 38.46                             | 34.62                             | 38.46                             | 43.27                             | 48.08  |
| Pt Lincoln                         | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Pt Pirie                           | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Renmark                            | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Tanunda                            | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Victor Harour                      | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Waikerie                           | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Walleroo                           | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Whyalla                            | 38.46                             | 34.62                             | 38.46                             | 43.27                             | 48.08  |
| Woodside                           | 19.23                             | 17.31                             | 22.12                             | 26.92                             | 30.77  |
| Ceduna                             | 38.46                             | 65.38                             | 69.23                             | 73.08                             | 76.92  |

Payments made in accordance with the above shall not be applicable for all purposes of the Award;

### 19.15 Special On-call Payments

In addition to the incentive payments contained within 19.14, a special on-call (SOC) payment shall apply to full-time and part-time employees where employees rostered to a station provide either a primary or secondary response, to the community. The Special On-call payments are provided as follows:

| <b>Special On-call Payments</b> |                                    |                                   |                                   |                                   |  |
|---------------------------------|------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
| <b>Station</b>                  | <b>Year 1<br/>\$ Perk<br/>Week</b> | <b>Year 2<br/>\$ Per<br/>Week</b> | <b>Year 3<br/>\$ Per<br/>Week</b> | <b>Year 4<br/>\$ Per<br/>Week</b> | <b>Year 5<br/>and each<br/>year<br/>thereafter<br/>\$ Per<br/>Week</b> |
| Angaston                        | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Barrera                         | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Berri                           | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Loxton                          | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Millicent                       | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Mt Barker                       | 0.00                               | 0.00                              | 0.00                              | 0.00                              | 0.00   |
| Mt Gambier                      | 15.00                              | 15.00                             | 15.00                             | 15.00                             | 15.00  |
| Murray Bridge                   | 0.00                               | 0.00                              | 0.00                              | 0.00                              | 0.00   |
| Naracoorte                      | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Pt Augusta                      | 15.00                              | 15.00                             | 15.00                             | 15.00                             | 15.00  |
| Pt Lincoln                      | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Pt Pirie                        | 15.00                              | 15.00                             | 15.00                             | 15.00                             | 15.00  |
| Renmark                         | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Tanunda                         | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Victor Harbour                  | 0.00                               | 0.00                              | 0.00                              | 0.00                              | 0.00   |
| Waikerie                        | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Whyalla                         | 15.00                              | 15.00                             | 15.00                             | 15.00                             | 15.00  |
| Woodside                        | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |
| Ceduna                          | 30.00                              | 30.00                             | 30.00                             | 30.00                             | 30.00  |

Provided that, where changes occur to roster configuration being worked by employees located at the stations provided, the payments applicable shall either be varied to take account of these changes or alternatively will cease where on-call is no longer being worked by the relevant group of employees.

The payments contained within 19.14 & 19.15 above, shall be varied from time to time to reflect increases arising from Enterprise Bargaining negotiations.

Payments made in accordance with 19.14 & 19.15 above shall, stand alone for the purpose of other allowances and conditions that may be applicable from time to time and shall, not be accumulative upon the base rate of pay.

## **20. Introduction and Implementation of Change**

- 20.1 Notwithstanding the key areas of change as provided above, the parties acknowledge the implementation and impact of changes within the operations of SA Ambulance Service. The parties accept that change is a continuous process of improvement where the introduction and application of new technologies are essential to ensure the ongoing success of SA Ambulance Service in achieving its business objectives.
- 20.2 Therefore, the parties agree to implement and utilise new technologies where relevant and subject to the availability of training and development opportunities for employees.

## **21. No Extra Claims**

- 21.1 It is expressly agreed that for the duration of this Enterprise Agreement no further claims whatsoever will be made by one party against the other.
- 21.2 Each respective party to this Agreement undertakes that for the term of this Enterprise Agreement they will not to pursue claims except where consistent with the State Wage Case Principles for a period commencing from the date of approval of this Agreement by the Industrial Relations Commission of South Australia

## **22. Procedures for the avoidance of Industrial Disputes**

- 22.1 All parties to this Enterprise Agreement agree to the interim dispute settling procedure set out below on the understanding that when finalised the matter will be included in its entirety of the Award.
- 22.2 The parties further agree to commit themselves in principle with the following:
- 22.3 That the steps outlined in the procedure shall be finalised within a period of 7 days.
- 22.4 That the management shall not implement any decision that is not part of the accepted day to day operations of the Ambulance Service, which is likely to give rise to any disputation without prior consultation with the Unions and adherence to the interim dispute settling Procedure.
- 22.5 This agreement will remain in force until such time as an agreed Dispute Settling Procedure for the Ambulance Service is finalised.
- 22.6 Procedures



- 22.6.1 Any grievance, industrial dispute or matter likely to create a dispute is to be dealt with in the following manner:
- 22.6.2 The accredited union representative shall, in the first instance immediately discuss and attempt to resolve any matter affecting an employee (s) with the supervisor in charge of the section(s) in which the grievance, dispute or likely dispute exists.
- 22.6.3 If the matter is not resolved at this level the matter is to be referred to local management who will nominate the employer's representative in the matter. The employer representative shall investigate, discuss and attempt to resolve the matter with the accredited union worksite representative (s).
- 22.6.4 The consultation process as prescribed in clause 22.6 shall commence as soon as possible and initial discussion shall be held within 24 hours of the grievance, dispute or likely dispute having been referred.
- 22.6.5 If the matter is not resolved at the discussions convened under clause 22.6, the union representative shall inform the appropriate official of the union of the matter in issue and a conference shall be arranged to be attended by the union representative (s) concerned and officials (s) (as the union may decide) and by senior departmental management and such other representative (s) as the Department may decide.
- 22.6.6 If the matter cannot be resolved when the procedures under clause 22.6 have been availed of, the Department and the union will enter into consultation with such other departmental management the Department considers appropriate.
- 22.6.7 At any stage in the procedures (after consultation between the parties has taken place in accordance with the procedures), either party may request and be entitled to receive a response to its representations within a reasonable time as agreed between the parties.
- 22.6.8 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures, either party may refer the matter to the Australian Conciliation and Arbitration Commission or the South Australian Industrial Commission whichever is applicable.
- 22.6.9 If there is undue delay by any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may, if it so decides, take the matter to the next level as detailed in the procedures.

Without prejudice to either party, industrial action (eg. bans, limitations, strikes etc.) shall not be imposed by the union, except where a bona fide health and safety issue is involved, whilst any grievance, dispute or matter likely to create a dispute is being dealt with in accordance with these procedures and work should continue on a 'status quo basis'. On a 'status quo basis' shall mean the work circumstances immediately proceeding the time the matter was first raised in accordance with these procedures.

In the event of one party failing to observe these procedures the other party may take such steps as it determines necessary to resolve the matter.

The procedures are not intended to restrict the Department or the Union making representation to each other.

### **23. Variation of Agreement**

Subject to the provisions of the Industrial and Employee Relations Act, 1994, this agreement may be varied subject to the following provisions:

- To give effect to an amendment agreed between the employer and the majority of the employees currently bound by the agreement; or
- To correct ambiguity or uncertainty in the agreement.

### **24. Re-negotiation of Agreement**

24.1 Without limiting the statutory rights of the parties, it is intended that following the expiry of the term of this Enterprise Agreement, the parties will commence negotiations to replace this Enterprise Agreement with another enterprise specific agreement.

24.2 The parties therefore agree that the following re-negotiation procedure shall be followed:

- The Steering Committee will commence discussions not less than six (6) months before the expiration of the agreement, for the purpose of planning and agreeing upon the re-negotiation process.
- The parties agree upon a schedule for the negotiations to occur and objectives to be achieved.

### **25. No Precedent**

It is expressly agreed by the parties that the terms and conditions of this Enterprise Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other workplace or enterprise.



## **Attachment 1 - Annual Accreditation Program Overview**

This program outlines the minimum compulsory requirements for the annual maintenance of qualifications for a Paramedic (ALS) or Intensive Care Paramedic.

### **Annual Education Workshop (AEW)**

The completion of the requirements of the AEW each year of service.

#### **On road hours**

The completion of 160 hours on-road service as an emergency paramedic or Intensive care Paramedic.

#### **ISEP**

The completion of one ISEP (In-service Education Package) each calendar year.

#### **Case audits**

The completion of 13 case audits per year. These case audits will consist of:  
Paramedic (ALS)

- A case audit consists of a one on one case card discussion with the CTL. The CTL may delegate up to 8 of these to an ICP on the team.
- The CTL may also give credit for other clinical activities they consider appropriate (i.e. regional ALS audits, seminar attendances) to a maximum of 8 audits.
- At least 5 of the audits must be in the form of one on one case discussion with the CTL.

IC Paramedic

- Same requirement as for Paramedics (ALS) provided above, with the exception of the following:
  - 8 of the IC Paramedic's audits may consist of attendance of the standard IC Paramedic audits currently held by the Medical Director.
  - A CTL who has facilitated the audit requirements of their team, is not required to perform case audits for themselves. They are still required to attend the usual 10 audits facilitated by the Medical Director.