



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Ambulance Victoria**  
(AG2015/2495)

## AMBULANCE VICTORIA ENTERPRISE AGREEMENT 2015

Health and welfare services

COMMISSIONER LEE

MELBOURNE, 7 MAY 2015

*Application for approval of the Ambulance Victoria Enterprise Agreement 2015.*

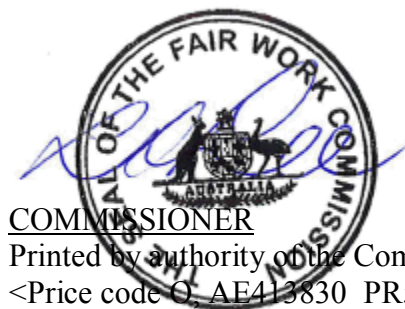
[1] An application has been made for approval of a single-enterprise agreement known as the *Ambulance Victoria Enterprise Agreement 2015* (the Agreement). The application was made by Ambulance Victoria pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The Applicant has provided a written undertaking. A copy of the undertaking given is attached to this decision at Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement.

[4] The United Voice, being the bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[5] The Agreement is approved, and, in accordance with s.54 of the Act, will operate from 14 May 2015. The nominal expiry date of the Agreement is 31 December 2016.



COMMISSIONER

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Annexure A



Ambulance Victoria

UNDERTAKING

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**), Ambulance Victoria undertakes to the Fair Work Commission that, while the Ambulance Victoria Enterprise Agreement 2015 (**the Agreement**) is in operation, clause 51.4(a) of the Agreement will operate as follows:

*51.4 Right to Request*

- (a) *To assist an employee in reconciling work and parental responsibilities, an employee entitled to parental leave may request AV to:*
  - (i) *extend the period of simultaneous parental leave provided for in clause 51.3(b) up to a maximum of 8 weeks;*
  - (ii) *extend the period of parental leave provided in clause 51.3(a) by a further continuous period of leave not exceeding 12 months (up to 104 weeks in total);*
  - (iii) *return from a period of parental leave on a part-time basis **while the child is of school age or younger.***

A handwritten signature in black ink, appearing to read "Warren Cruse", written over a dotted line.

**WARREN CRUSE**  
**EMPLOYEE RELATIONS MANAGER**  
on behalf of Ambulance Victoria

**Dated:** 5 May 2015

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



# **Ambulance Victoria Enterprise Agreement 2015**

## **Ambulance Victoria Enterprise Agreement 2015**

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## **Ambulance Victoria Enterprise Agreement 2015**

### **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

#### **PREAMBLE**

The parties to this Agreement agree to work jointly on improving productivity and service delivery and reduce inefficiencies in Ambulance Victoria's operations. The parties will particularly focus on the areas of rolled in rates of pay, meal break management and state wide relieving.

#### **1. AGREEMENT TITLE**

This Agreement shall be known as the Ambulance Victoria Enterprise Agreement 2015.

#### **2. DEFINITIONS**

2.1 **AAV** means Air Ambulance Victoria.

2.2 **Act** means the Fair Work Act 2009 as amended from time to time.

2.3 **ADO** means accrued day off.

2.4 **Aggregated base rate of pay** means the sum of the pay components set out in this definition which form the base rate of pay for an operational classification. For Fleet Maintenance classifications, the pay components are the Base Rate and the Fleet Maintenance Officer and Mechanic Allowance. For Ambulance Community Officers the pay component is the Base Rate. For all other operational classifications the pay components are the Base Rate, Crib Meal Allowance, and additional components set out in (a) to (e) below, if applicable:

(a) For an Ambulance Paramedic who is suitably qualified:

- (i) Continuing Education Program 1-4;
- (ii) Continuing Education Program 5-6;
- (iii) Continuing Education Program 7;
- (iv) Ambulance Paramedic Skills Allowance;
- (v) Senior Paramedic Payment;

and if seconded to the position of Senior Reserve Paramedic

(vi) The Commuted Reserve Allowance;

and if appointed to the position of Flight Coordinator or Flight Paramedic Team Manager ALS:

(vii) Flying Allowance;

and if appointed to the position of Duty Manager:



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- (viii) Communications Centre Allowance; and
- (ix) Late Crib Meal Allowance for night shift.
- (b) For a MICA Paramedic:
  - (i) Paramedic Skills Allowance MICA;
  - (ii) MICA Paramedic Advanced Skills Allowance;
  - and if suitably qualified,
  - (iii) Senior Paramedic Payment;
  - and if appointed to the position of MICA Single Responder:
    - (iv) MICA Single Responder Unit Allowance;
    - and if seconded to the position of Senior Reserve Paramedic
    - (v) The Commuted Reserve Allowance;
    - and if seconded to the position of Senior Reserve Paramedic MICA Single Responder:
    - (vi) The Commuted Reserve Allowance; and
    - (vii) MICA Single Responder Unit Allowance;
    - and if appointed to the position of MICA Flight Coordinator:
      - (viii) Flying Allowance;
      - and if appointed to the position of MICA Flight Paramedic:
        - (ix) Flying Allowance; and
        - (x) MICA Single Responder Unit Allowance;
        - and if appointed to the position of Team Manager <10 Staff MICA Single Responder, Team Manager >10 Staff MICA Single Responder, or Senior Team Manager MICA:
          - (xi) MICA Single Responder Unit Allowance;
          - and if appointed to the position of Duty Manager:
            - (xii) Communications Centre Allowance; and
            - (xiii) Late Crib Meal Allowance for night shift.
            - and if appointed to the position of Paramedic Educator MICA Single Responder or Paramedic Community Support Coordinator MICA:
              - (xiv) MICA Single Responder Unit Allowance;

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- (c) For a Clinical Support Officer:
  - (i) Late Crib Meal Allowance;
  - (ii) Paramedic Skills Allowance MICA;
  - (iii) MICA Paramedic Advanced Skills Allowance;
  - (iv) MICA Single Responder Unit Allowance;
  - (v) Communications Centre Allowance.
- (d) For a Clinic Transport Officer and Patient Transport Officer:
  - (i) Allowance for use of the Semi Automatic External Defibrillator.
  - (ii) Crib Meal Allowance.
- (e) For an Ambulance Attendant:
  - (i) Continuing Education Program 1-4;
  - (ii) Continuing Education Program 5-6;
  - (iii) Continuing Education Program 7.

2.5 **Agreement** means the Ambulance Victoria Enterprise Agreement 2015.

2.6 **AV or Employer** means Ambulance Victoria.

2.7 **FWC** means Fair Work Commission.

2.8 **Metropolitan Region** means the area within the geographical boundaries of the former Metropolitan Ambulance Service as at 30 June 2008.

2.9 **Ordinary Time Rate of Pay** means the single time hourly rate of pay applicable to the classification of the employee as follows:

- (a) For an employee engaged in an operational classification, other than an Ambulance Community Officer, Fleet Maintenance Officer and Mechanic or Fleet Maintenance Supervisor, or an operational employee performing sessional community education activities in accordance with clause 32, this means  $\frac{1}{38}^{\text{th}}$  of the applicable rolled-in rate of pay calculated in accordance with this Agreement.
- (b) For an Ambulance Community Officer, Fleet Maintenance Officer and Mechanic or Fleet Maintenance Supervisor this means  $\frac{1}{38}^{\text{th}}$  of the applicable aggregated base rate of pay contained in clause 20.1.
- (c) For an employee performing sessional community education activities in accordance with clause 32, this means the rate specified in clause 32.2.
- (d) For a non-operational employee this means  $\frac{1}{38}^{\text{th}}$  of the applicable weekly base rate of pay rate contained in clause 23.

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2.10 **Rural Region** means the area within the geographical boundaries of the former Rural Ambulance Victoria as at 30 June 2008.

2.11 **Union or AEA** means United Voice (Ambulance Employees Australia).

### **3. DURATION**

This Agreement will commence and take effect on and from the seventh day after the date of approval by the Fair Work Commission and shall have a nominal expiry date of 31 December 2016.

### **4. APPLICATION**

4.1 This Agreement covers and applies to:

- (a) Ambulance Victoria;
- (b) Employees of Ambulance Victoria who are employed in the classifications of work contained in this Agreement.

The parties agree that upon approval of this Agreement, United Voice (Ambulance Employees Australia) shall be covered by the relevant provisions of s.183 of the Fair Work Act.

### **5. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS**

5.1 This Agreement is a comprehensive Agreement that operates to the exclusion of any awards or other agreements. For the avoidance of doubt this agreement operates to the exclusion of the *Ambulance and Patient Transport Modern Award 2010* and replaces and supersedes the *Ambulance Victoria Enterprise Agreement 2009*, and all prior agreements, formal and informal save to the extent that the operation of a relevant past agreement provision is specifically preserved in this Agreement.

5.2 This Agreement incorporates Appendices One to Seven.

5.3 Nothing in this Agreement is to be taken as overriding agreements made for the purpose of the *Occupational Health and Safety Act 2004 (Vic)*.

### **6. NO EXTRA CLAIMS**

6.1 This Agreement resolves all claims relating to the conditions of employment and employees covered by this Agreement whether or not these claims are dealt with in this Agreement and which might otherwise be the subject of protected action under the Act or any successor to that Act.

6.2 The Employer, the Union and employees must not:

## **Ambulance Victoria Enterprise Agreement 2015**

(a) make any further claims in relation to terms and conditions of employment or the employment of employees covered by this Agreement until the nominal expiry date;

(b) engage in any industrial action in support of further claims.

6.3 To avoid doubt, the Employer is not to be taken as making further claims or engaging in industrial action merely because it makes or implements management decisions that are contemplated by the terms of this Agreement or that are otherwise management decisions that could not reasonably be construed as amounting to industrial action.

6.4 The parties have been unable to reach agreement on any work value pay increase for paramedic and related classifications, rolled in rate and meal break management arrangements. These reserved matters and the processes to be followed in relation to them are dealt with in Appendix 7 and, in relation to any work value pay increase for paramedic and related classifications, also in clause 9.9.

## **7. RENEGOTIATION**

Ambulance Victoria shall commence informal discussions with United Voice and any other bargaining representatives for a replacement agreement 6 months prior to the nominal expiry of this Agreement. Formal negotiations between the parties will commence upon endorsement by Government.

## **8. ANTI-DISCRIMINATION**

8.1 It is the intention of the respondents to this Agreement to achieve the principal object in s3(e) of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

8.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

8.3 Nothing in this clause is taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

(b) junior rates of pay;

(c) an employee, Employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

(d) the exemptions in s351(2) of the Act.

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### **PART 2 - DISPUTE, CONSULTATIVE AND FLEXIBILITY PROVISIONS**

#### **9. RESOLUTION OF DISPUTES AND GRIEVANCES**

9.1 Unless otherwise provided for in this Agreement, a dispute between the Employer and employees, or where individual employees have a grievance, about a matter arising under this Agreement or the National Employment Standards (as they apply from 1 January 2010 and including a refusal in accordance with section 65(5) of the Act of a request for flexible working arrangements), must be dealt with in accordance with this clause.

9.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

9.3 A party to a dispute or grievance may choose to be represented at any stage by a representative, including a Union representative or employer's organisation.

#### **9.4 Obligations of Parties and Employees**

(a) The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice existing before the dispute or grievance. Health and safety matters are exempt from this sub clause.

(c) No party or Employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

#### **9.5 Internal Process**

(a) If the dispute or grievance falls within the scope of the Employer's internal dispute or grievance resolution process the matter must first be dealt with in accordance with that process.

(b) If the dispute or grievance is not settled through the internal dispute or grievance resolution process, the matter will be dealt with in accordance with the processes set out below, provided that sub clauses 9.6(a) and 9.6(b) will not apply to the extent that their requirements have been satisfied as part of the internal review process.

(c) The internal process should occur within a 10 day period.

#### **9.6 Discussion of Grievance or Dispute**

(a) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s) immediate supervisor.

(b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

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- (c) If the matter is not settled, a Party to the agreement may apply to FWC to have the grievance or dispute dealt with by conciliation.
- (d) The grievance or dispute should be discussed within a 10 day period.

### **9.7 Conciliation**

- (a) Where a dispute or grievance is referred for conciliation, a member of FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- (b) This may include arranging:
  - (i) conferences of the parties or their representatives presided over by the member; and
  - (ii) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before FWC shall be regarded as completed when:
  - (i) the parties have reached agreement on the settlement of the grievance or dispute; or
  - (ii) the member of FWC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for the settlement of the grievance or dispute; or
  - (iii) the parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

### **9.8 Arbitration**

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- (b) Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (c) Subject to sub clause 9.8(d) below, the determination of FWC is binding upon the parties.
- (d) An appeal lies to a Full Bench of FWC, with the permission of FWC, against a determination of a single member of FWC made pursuant to this clause.

### **9.9 Work Value Arbitration**

## **Ambulance Victoria Enterprise Agreement 2015**

- (a) "Appendix 7" of this Agreement deals with matters which have not been resolved during bargaining. These matters include the work value claim by the union for paramedic and related classifications (as defined in clause 4.4 of Appendix 7). If the union and AV are unable to agree on the pay rates for paramedic and related classifications based on work value, this dispute will be notified to the FWC to determine the pay rates for paramedic and related classifications by arbitration.
- (b) Pursuit of the work value review/arbitration as provided for in this agreement will not be an extra claim pursuant to clause 6.
- (c) The arbitration will be undertaken by a Full Bench as provided for in Appendix 7.
- (d) The determination by the Full Bench will be accepted by the parties and be final and binding on the parties.

### **10. IMPLEMENTATION OF CHANGE**

- 10.1 Where the Employer is intending to restructure the workplace, introduce new technology, change existing work practices or introduce a change to the regular roster or ordinary hours of work of Employees, the Employer will advise the affected Employees and their nominated representative, including the Union where applicable, of the intended changes as soon as practicable after the proposal has been made.
- 10.2 The Employer will advise the affected Employees and their nominated representative of the likely effects on the Employees' working conditions and responsibilities. The Employer will advise of the rationale and intended benefits of any change.
- 10.3 The Employer will consult with affected Employees and their nominated representative, including the Union where applicable, in relation to the implementation of the change and give prompt consideration to matters raised by Employees or their nominated representative.
- 10.4 Where the Employer deems it to be appropriate, Employees will be provided with training to assist them to integrate successfully into the new structure or working arrangements.
- 10.5 In accordance with this clause, the Employee's nominated representative may submit alternative proposals, which will meet the specified rationale and benefits of the Employer proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made, the Employer will give due consideration to the nominated representative's proposal(s) and respond to the Union in a timely manner.
- 10.6 Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with the procedure in clause 9 of this Agreement.
- 10.7 A dispute over this clause can be initiated by an Employee or their representative.



## **Ambulance Victoria Enterprise Agreement 2015**

### **11. CONSULTATIVE COMMITTEES**

- 11.1 The parties to this Agreement are committed to an effective mechanism for consultation and communication throughout all levels of AV. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction. Accordingly, the parties agree to establish and maintain the consultative structures as described below.
- 11.2 Employee Consultative Committees will be established for the following regions of the State:
- (a) West Metro;
  - (b) East Metro;
  - (c) Barwon;
  - (d) Grampians;
  - (e) Gippsland;
  - (f) Hume; and
  - (g) Loddon-Mallee.
- 11.3 The Employee Consultative Committees will operate by consensus whenever possible and shall have a membership consisting of equal numbers of nominated management and elected employee representatives as outlined below:
- (a) AV Managers: Up to four (4) members of the Management Team from within the regions specified in clause 11.2, or their nominees.
  - (b) AV Employees: Up to four (4) elected representatives by and from the employees in the regions specified in clause 11.2.
- 11.4 Both the AV CEO and AEA-V State Secretary or their nominee may attend meetings by right as well as any other person invited to by the Committee.
- 11.5 Employee Consultative Committees shall meet at least twice each year, provided that members of the Committee may agree to additional meetings by consensus.
- 11.6 Attendance at scheduled or agreed meetings for all AV employees will be facilitated by AV in accordance with the agreed meeting procedures at clause 12 of this Agreement.
- 11.7 Employee Consultative Committees Terms of Reference will be agreed and established by AV and the Union. The Terms of Reference will include a process for the election of employee representatives for the Consultative Committees.
- 11.8 AV will provide a minute taker and the minutes will be provided to each member of the Consultative Committee and to branch Team Managers of the region for posting on the notice board at each work location in the region.

## **Ambulance Victoria Enterprise Agreement 2015**

### **12. MEETING PROVISIONS**

- 12.1 The parties to this Agreement recognise that the appropriate Employee Consultative Committees in AV and any Working Parties/Groups or Committees that may be agreed between the parties, are predicated on improvements in productivity and efficiency, the achievement of "Best Practice", job satisfaction and harmonious relationships within AV.
- 12.2 These provisions aim to ensure that employees of AV who are members of Working Parties/Groups or Committees arising from this Agreement, or members of existing committees or as otherwise agreed between the parties to this Agreement are facilitated to meet under agreed conditions.
- 12.3 Facilitation means that employee representatives who are members of such Working Parties, Groups or Committees will attend meetings either in paid time or through the arrangement of a mutually agreed shift swap. Transport will be provided or arranged to allow the representatives to carry out their designated function consistent with this Agreement.
- 12.4 Specifically the parties agree:
- (a) Wherever practicable meetings shall be scheduled at times when the employee representative(s) are rostered on-duty and the employee representative(s) shall attend in paid time, provided that:
    - (i) If it is not possible for a meeting to be scheduled so that all employee representatives are rostered on-duty then the employee will request, and AV will attempt to facilitate, a mutually acceptable shift swap(s) so that the representative is rostered to duty on the day of the meeting.
    - (ii) If meetings are away from the employees place of work, AV will provide or pay for appropriate transport, whether rostered on-duty or rostered off-duty and allow sufficient time for the employee representative(s) to attend the meetings.
- 12.5 When meetings are scheduled for times when the employee representative(s) is/are rostered off-duty, then the employee representative shall be paid overtime in accordance with clause 38 for attendance at the meeting, provided that for operational employees eligible for the rolled-in rate of pay, the overtime rate will be paid at the rolled-in rate of pay.
- 12.6 Notwithstanding how the attendance is facilitated under any of the above clauses, the time allowed to an employee representative(s) for a meeting under this clause will include one hour preparation time, and attendance time and travel time.
- 12.7 In the event that a representative is not able to attend a scheduled meeting for reasons of illness, paid leave or rostered training commitment, then that representative may authorise another employee to attend by written proxy.

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### **13. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- 13.1 An employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and employer. An individual flexibility arrangement must be genuinely agreed to by the employee and employer.
- 13.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this Agreement:
- (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 13.3 An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 13.4 The Employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 13.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and Employer. If the employee is under 18, the arrangement must also be signed by a parent or guardian of the employee.
- 13.6 The Employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 13.7 The Employer must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this Agreement that will be varied by the arrangement;
  - (b) how the arrangement will vary the effect of the terms;
  - (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (d) the day on which the arrangement commences.
- 13.8 The Employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
  - (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
  - (c) provides for the arrangement to be terminated:

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- (i) by either the employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
- (ii) at any time by written agreement between the employee and Employer.

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### **PART 3 - EMPLOYMENT RELATIONSHIP AND DUTIES**

#### **14. TYPES OF EMPLOYMENT**

Employees may be engaged as full time, part-time, casual, fixed term or job share employees.

#### **15. CASUAL EMPLOYMENT**

15.1 A casual employee is one engaged and paid as such.

15.2 A casual employee will be paid at the ordinary time rate of pay per hour for the relevant classification level, plus:

- (a) 25% for all work on week days;
- (b) 75% for all work on Saturdays and Sundays;
- (c) 100% for all work on public holidays.

15.3 The loading recognises that a casual employee is not entitled to:

- (a) annual leave, paid personal or compassionate leave, paid jury service leave, special leave or parental leave (unless an eligible casual employee);
- (b) accrued days off;
- (c) public holidays;
- (d) travel allowance (other than as provided in clause 26.23(a)(ii)); and
- (e) reimbursement of driver's licence (other than as provided in clause 33.10).

15.4 Subject to clause 33.9 and 32.3, casual employment shall be for not less than 4 consecutive hours in any one day, except with the agreement of the employee.

#### **16. PART TIME EMPLOYMENT**

16.1 An employee may make a request to work part time in accordance with this clause. The Employer will determine the request on the basis of the operational needs of the Employer but will not unreasonably refuse to accommodate a request for part time employment.

16.2 A part-time employee is an employee:

- (a) who works less than full-time hours of 38 per week or less than an average of 38 hours per week spread over a roster cycle;
- (b) who has a regular pattern of work specifying the hours and days of the week to be worked; and

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(c) whose daily commencement and finishing times will be specified.

- 16.3 The minimum daily engagement for a part time employee is four hours. A lesser period of engagement can be agreed between the Employer and the Union. The Union will not unreasonably withhold its agreement.
- 16.4 A written agreement specifying the hours to be worked each day, days to be worked and commencement and finishing times will be provided on commencement of part-time employment. Any variation to the regular pattern of work must be agreed and recorded in writing.
- 16.5 A part-time employee is entitled to receive remuneration, leave and other paid entitlements, on a pro rata basis to a full-time employee employed for 38 hours per week for that classification (1/38th), according to the number of hours worked. A part-time employee is not entitled to accrued days off.
- 16.6 All time worked in excess of the hours specified in accordance with subclause 16.4 above will be paid as overtime in accordance with clause 38 of this Agreement.
- 16.7 Where a public holiday occurs on a day a part time employee would be required to work under their regular pattern of work but the employee is not required to work, the employee is entitled to a day off without loss of pay.
- 16.8 Where a public holiday occurs on a day a part time employee is not rostered to work, regardless of whether the employee would ever work on that particular day of the week, the employee is entitled to be paid the public holiday on a pro rata basis by averaging the employee's ordinary weekly hours worked over the previous six months.
- 16.9 A part time operational employee may be entitled to leave in lieu of public holiday penalty payments in accordance with the provisions of clause 54.

## **17. JOB-SHARE ARRANGEMENTS**

- 17.1 Job sharing provides for a flexible arrangement where two employees voluntarily agree to share all of the duties and responsibilities of a full-time position. Two employees may present a job share proposal that complies with this clause and request the Employer to give effect to the proposal. The Employer will determine the request on the basis of the operational needs of the Employer but will not unreasonably refuse to accommodate such a proposal.
- 17.2 The following conditions shall apply to all job-share arrangements:

### **(a) Hours of work**

- (i) Job-share positions rely on the job-share employees and their Employer coming to an agreement regarding how the position will be split between the two employees, to ensure full coverage of the ordinary hours of the full-time position.
- (ii) Any variation to the agreed arrangement of hours is subject to agreement of the job-share employees and their Employer.

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- (iii) Ordinary time rates of pay shall apply to all hours worked by the job share employees, up to the ordinary hours of the full-time position being job-shared.

### **(b) Leave of absence**

- (i) To meet the Employer operational needs, job-share employees and their Employer will plan leave periods in advance to ensure coverage of the ordinary hours of the full-time position. During such periods of planned leave the job-share partner not on leave shall be required to temporarily fill the job-share position on a full-time basis.
- (ii) In the case of an unplanned leave of absence, such as sick leave, a job-share employee may agree, at short notice, to relieve their job-share partner at ordinary time rates of pay.

### **(c) Overtime**

- (i) A job-share employee will be entitled to payment of overtime for all work performed in excess of the sum of the ordinary weekly hours (being 38 hours) of the full-time position being job-shared.
- (ii) Any such overtime shall be paid at time and one half for the first two hours and double time thereafter, except for Operational employees who shall be paid overtime in accordance with clause 38 of this Agreement.

### **(d) Vacancy in job share position**

- (i) If a job share employee wishes to return to full time employment the employee must apply for a position when it becomes available.
- (ii) If a job share employee leaves the arrangement the remaining job share employee may apply for a return to full time employment.
- (iii) If the remaining job share employee does not wish to return to full time employment the Employer will use reasonable endeavours to fill the vacant part of the job share arrangement.
- (iv) If another suitable employee cannot be found for the job share arrangement then where the remaining job share employee is in a job share arrangement after returning from parental leave, the employee will convert to part time employment.
- (v) In all other cases where another suitable employee cannot be found for the job share arrangement, the Employer can terminate the job share arrangement on four weeks notice.

### **(e) Other entitlements**

- (i) Job-share employees shall be entitled to the same minimum consecutive hours and pro-rata entitlements as other part-time employees.

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- (ii) Job-share employees are eligible for accrued days off as provided for in clause 35 but on a pro rata basis.

### **18. FIXED-TERM EMPLOYMENT**

18.1 An employee can be engaged on a fixed term basis for the purpose of:

- (a) replacement of staff proceeding on approved leave;
- (b) meeting fluctuating client and resourcing needs and unexpected increased workloads;
- (c) undertaking a specific, but finite, task;
- (d) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
- (e) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
- (f) performing duties required for the completion of a recognised accredited qualification.

18.2 Subject to agreement between the Union and Employer, the maximum period of engagement for a fixed term employee will be twelve months. The Union will not unreasonably withhold its agreement to a longer period of engagement. Any dispute over the Union's refusal to agree to a period of engagement of longer than twelve months may be dealt with by the dispute resolution procedure in this Agreement.

### **19. TERMINATION OF EMPLOYMENT AND REDUNDANCY**

19.1 **Notice of termination by employer**

- (a) In order to terminate the employment of a full-time, regular part-time or job share employee, the Employer shall give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee



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working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

- (d) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

### **19.2 Notice of termination by an employee**

- (a) The notice of termination required to be given by an employee is the same as that required of an Employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice the Employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

### **19.3 Time off during notice period**

Where an Employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Employer.

### **19.4 Statement of employment**

The Employer shall, upon request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification or the type of work performed by the employee.

### **19.5 Redundancy**

Where a decision is made by AV that results in work being no longer performed, and as a result the employee's position becomes excess to requirements, consultation with the employee will occur to endeavour to redeploy the employee to another position if a suitable vacancy exists. If the employee is unsuccessful in being redeployed or appointed to a new position and no suitable vacancy exists, he or she shall be declared redundant and shall be eligible for the redundancy package available at the time of the redundancy which would be subject to government policy.

## **PART 4 - CLASSIFICATION STRUCTURE, WAGES AND RELATED MATTERS**

### **20. WAGE RATE INCREASES**

- 20.1 Wage rate increases over the life of the Agreement will apply as follows:

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- (a) The wage rates in clauses 21 and 23 include an initial wage rate increase of 6% payable from the first pay period commencing on or after 01 January 2015. Increases will be paid when the Agreement comes into operation under the *Fair Work Act 2009*.
- (b) The wage rates in clauses 21 and 23 include a further wage rate increase of 3% payable from the first pay period commencing on or after 01 July 2015.
- (c) The wage rates in clauses 21 and 23 include a further wage rate increase of 3% payable from the first pay period commencing on or after 01 July 2016.
- (d) The wage rates in clause 21 for Mechanics, Fleet Maintenance Officers and Fleet Maintenance Supervisors include a 2% wage increase payable from the first pay period commencing on or after 01 January 2015. This 2% increase is in addition to the wage increase in clause 20.1(a). Increases will be paid when the Agreement comes into operation under the *Fair Work Act 2009*.
- (e) The wage rates in clause 21 for Employees in the Non-Emergency Operations Classifications include a 2% wage increase which is payable from 01 July 2015 or the date of decision by the Fair Work Commission of any outcome for the paramedic work value, whichever is the earlier. This 2% increase is in addition to the wage increases in 20.1(b).

20.2 A sign-on bonus payment will be paid to employees on the following basis:

- (a) \$3,000 sign on payment for full time employees with at least 12 months service.
- (b) Pro rata payment for part time, casual and new employees based on the average ordinary hours or work in the previous 12 month period.
- (c) Pro rata payment for employees on parental leave based on the average ordinary hours of work in the 12 month period prior to commencement of leave.
- (d) Payments will be made within four weeks of the date of Government approval of the agreement reached in principle by the parties (20 December 2014).

## **21. OPERATIONAL CLASSIFICATIONS AND WAGE RATES**

- 21.1 The aggregated weekly base rate of pay for operational classifications are as outlined below.
- 21.2 The pay rates for paramedic and related classifications will be increased in accordance with any increase arbitrated in the work value review as outlined in Appendix 7 and clause 9.9. The weekly remuneration for employees will not be less than the wages outlined below.

### **TABLE 21(a)**

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First pay period commencing on or after 01 January 2015	Aggregated Weekly Base Rate of Pay		
	Year 1	Year 3	Year 6
<b><u>NON EMERGENCY OPERATIONS</u></b>			
CLINIC TRANSPORT COMMUNICATIONS OFFICER	\$966.65	\$984.00	
CLINIC TRANSPORT OFFICER	\$837.25	\$853.95	
PATIENT TRANSPORT OFFICER	\$902.10	\$919.15	
AMBULANCE ATTENDANT	\$961.25	\$991.35	
<b><u>EMERGENCY OPERATIONS</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
AMBULANCE COMMUNITY OFFICER	\$874.65	\$890.70	
GRADUATE AMBULANCE PARAMEDIC LEVEL 1	\$871.20		
GRADUATE AMBULANCE PARAMEDIC LEVEL 2	\$945.65		
GRADUATE AMBULANCE PARAMEDIC LEVEL 3	\$976.25		
BASIC LIFE SUPPORT AMBULANCE PARAMEDIC		\$1029.35	\$1,069.75
ADVANCED LIFE SUPPORT AMBULANCE PARAMEDIC	\$1,069.50	\$1,091.40	\$1,141.50
RELIEVING PARAMEDIC BLS			\$1,146.30
RELIEVING PARAMEDIC ALS	\$1,145.85	\$1,162.70	\$1,203.10
SENIOR RESERVE PARAMEDIC ALS	\$1,283.80	\$1,300.55	\$1,341.00
PARAMEDIC COMMUNITY SUPPORT COORDINATOR ALS	\$1,310.65	\$1,327.25	\$1,367.75
MOBILE INTENSIVE CARE TRAINEE	\$1,165.00		
MOBILE INTENSIVE CARE PARAMEDIC	\$1,209.95	\$1,247.30	\$1,291.80
MOBILE INTENSIVE CARE PARAMEDIC SINGLE RESPONDER	\$1,374.25	\$1,418.80	
RELIEVING PARAMEDIC MICA	\$1,286.30	\$1,303.15	\$1,343.55
SENIOR RESERVE PARAMEDIC MICA	\$1,424.40	\$1,441.10	\$1,481.50
SENIOR RESERVE PARAMEDIC MICA SINGLE RESPONDER	\$1,551.30	\$1,568.05	\$1,608.50
PARAMEDIC COMMUNITY SUPPORT COORDINATOR MICA	\$1,578.00	\$1,594.60	\$1,635.05
<b><u>AEROMEDICAL</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
FLIGHT PARAMEDIC ALS	\$1,174.85	\$1,196.75	
MOBILE INTENSIVE CARE FLIGHT PARAMEDIC	\$1,455.60	\$1,489.25	
FLIGHT COORDINATOR - ALS	\$1,321.85	\$1,355.95	
FLIGHT COORDINATOR - MICA	\$1,462.25	\$1,496.25	
<b><u>MANAGEMENT</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
STATION OFFICER BLS			\$1,181.90
STATION OFFICER ALS			\$1,238.65
TEAM MANAGER BLS		\$1,296.35	
TEAM MANAGER <10 STAFF ALS	\$1,294.10	\$1,327.50	
TEAM MANAGER <10 STAFF MICA	\$1,425.50	\$1,458.90	
TEAM MANAGER <10 STAFF MICA SINGLE RESPONDER	\$1,552.40	\$1,585.85	

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TEAM MANAGER >10 STAFF ALS	\$1,336.40	\$1,370.30	
TEAM MANAGER >10 STAFF MICA	\$1,477.45	\$1,510.75	
TEAM MANAGER >10 STAFF MICA SINGLE RESPONDER	\$1,604.30	\$1,637.75	
FLIGHT PARAMEDIC TEAM MANAGER ALS	\$1,392.10	\$1,425.50	
FLIGHT PARAMEDIC TEAM MANAGER MICA	\$1,722.80	\$1,757.30	
SENIOR TEAM MANAGER BLS		\$1,370.55	
SENIOR TEAM MANAGER ALS	\$1,410.95	\$1,444.50	
SENIOR TEAM MANAGER MICA / SENIOR TEAM MANAGER MICA SINGLE RESPONDER	\$1,678.30	\$1,712.00	
SENIOR TEAM MANAGER FLIGHT PARAMEDIC ALS	\$1,466.30	\$1,499.70	
SENIOR TEAM MANAGER FLIGHT MICA	\$1,797.05	\$1,831.55	
<b><u>EDUCATION</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
PARAMEDIC EDUCATOR ALS	\$1,220.45	\$1,260.70	
PARAMEDIC EDUCATOR MICA	\$1,367.55	\$1,401.25	
PARAMEDIC EDUCATOR MICA SINGLE RESPONDER	\$1,494.55	\$1,528.20	
CLINICAL SUPPORT OFFICER	\$1,621.95	\$1,655.30	
<b><u>COMMUNICATIONS</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
REFERRAL SERVICE TRIAGE PRACTITIONER ALS	\$1,217.25	\$1,234.50	\$1,274.80
REFERRAL SERVICE TRIAGE PRACTITIONER MICA	\$1,357.55	\$1,374.75	\$1,415.20
COMMUNICATIONS SUPPORT PARAMEDIC ALS	\$1,336.40	\$1,370.30	
COMMUNICATIONS SUPPORT PARAMEDIC MICA	\$1,476.75	\$1,510.75	
DUTY MANAGER ALS	\$1,569.10	\$1,603.10	
DUTY MANAGER MICA	\$1,723.95	\$1,757.55	
COMMUNICATIONS CENTRE CLINICIAN	\$1,495.00	\$1,528.30	
<b><u>ROSTERING</u></b>	<b>Year 1</b>	<b>Year 3</b>	
RESOURCE OFFICER TRAINEE (OPERATIONAL)	\$1,145.90		
RESOURCE OFFICER (OPERATIONAL)	\$1,336.40	\$1,370.30	
RESOURCE PLANNING OFFICER (OPERATIONAL)	\$1,410.95	\$1,444.40	
<b><u>FLEET MAINTENANCE</u></b>	<b>Year 1</b>	<b>Year 3</b>	
MECHANIC	\$979.75	\$997.25	Inclusive of 2%
FLEET MAINTENANCE OFFICER	\$1,047.80	\$1,065.25	Inclusive of 2%
FLEET MAINTENANCE SUPERVISOR	\$1,147.60	\$1,192.30	Inclusive of 2%

**TABLE 21(b)**

First pay period commencing on or after 1 July 2015	Aggregated Weekly Base Rate of Pay		
<b><u>NON EMERGENCY OPERATIONS</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>

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CLINIC TRANSPORT COMMUNICATIONS OFFICER	\$1,015.55	\$1,033.75	Inclusive of 2%
CLINIC TRANSPORT OFFICER	\$879.60	\$897.15	Inclusive of 2%
PATIENT TRANSPORT OFFICER	\$947.75	\$965.65	Inclusive of 2%
AMBULANCE ATTENDANT	\$1,009.90	\$1,041.50	Inclusive of 2%
<b><u>EMERGENCY OPERATIONS</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
AMBULANCE COMMUNITY OFFICER	\$900.90	\$917.40	
GRADUATE AMBULANCE PARAMEDIC LEVEL 1	\$897.65		
GRADUATE AMBULANCE PARAMEDIC LEVEL 2	\$974.00		
GRADUATE AMBULANCE PARAMEDIC LEVEL 3	\$1,005.55		
BASIC LIFE SUPPORT AMBULANCE PARAMEDIC		\$1,060.25	\$1,101.85
ADVANCED LIFE SUPPORT AMBULANCE PARAMEDIC	\$1,101.60	\$1,124.15	\$1,175.75
RELIEVING PARAMEDIC BLS			\$1,180.70
RELIEVING PARAMEDIC ALS	\$1,180.25	\$1,197.60	\$1,239.20
SENIOR RESERVE PARAMEDIC ALS	\$1,322.30	\$1,339.55	\$1,381.25
PARAMEDIC COMMUNITY SUPPORT COORDINATOR ALS	\$1,349.95	\$1,367.05	\$1,408.80
MOBILE INTENSIVE CARE TRAINEE	\$1,199.95		
MOBILE INTENSIVE CARE PARAMEDIC	\$1,246.25	\$1,284.70	\$1,330.55
MOBILE INTENSIVE CARE PARAMEDIC SINGLE RESPONDER	\$1,415.50	\$1,461.35	
RELIEVING PARAMEDIC MICA	\$1,324.90	\$1,342.25	\$1,383.85
SENIOR RESERVE PARAMEDIC MICA	\$1,467.15	\$1,484.35	\$1,525.95
SENIOR RESERVE PARAMEDIC MICA SINGLE RESPONDER	\$1,597.85	\$1,615.10	\$1,656.75
PARAMEDIC COMMUNITY SUPPORT COORDINATOR MICA	\$1,625.35	\$1,642.45	\$1,684.10
<b><u>AEROMEDICAL</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
FLIGHT PARAMEDIC ALS	\$1,210.10	\$1,232.65	
MOBILE INTENSIVE CARE FLIGHT PARAMEDIC	\$1,499.25	\$1,533.95	
FLIGHT COORDINATOR - ALS	\$1,361.50	\$1,396.65	
FLIGHT COORDINATOR - MICA	\$1,506.10	\$1,541.15	
<b><u>MANAGEMENT</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
STATION OFFICER BLS			\$1,217.35
STATION OFFICER ALS			\$1,275.80
TEAM MANAGER BLS		\$1,335.25	
TEAM MANAGER <10 STAFF ALS	\$1,332.90	\$1,367.35	
TEAM MANAGER <10 STAFF MICA	\$1,468.25	\$1,502.65	
TEAM MANAGER <10 STAFF MICA SINGLE RESPONDER	\$1,598.95	\$1,633.45	
TEAM MANAGER >10 STAFF ALS	\$1,376.50	\$1,411.40	

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TEAM MANAGER >10 STAFF MICA	\$1,521.75	\$1,556.05	
TEAM MANAGER >10 STAFF MICA SINGLE RESPONDER	\$1,652.45	\$1,686.90	
FLIGHT PARAMEDIC TEAM MANAGER ALS	\$1,433.85	\$1,468.25	
FLIGHT PARAMEDIC TEAM MANAGER MICA	\$1,774.50	\$1,810.00	
SENIOR TEAM MANAGER BLS		\$1,411.65	
SENIOR TEAM MANAGER ALS	\$1,453.30	\$1,487.85	
SENIOR TEAM MANAGER MICA / SENIOR TEAM MANAGER MICA SINGLE RESPONDER	\$1,728.65	\$1,763.35	
SENIOR TEAM MANAGER FLIGHT PARAMEDIC ALS	\$1,510.30	\$1,544.70	
SENIOR TEAM MANAGER FLIGHT MICA	\$1,850.95	\$1,886.50	
<b>EDUCATION</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
PARAMEDIC EDUCATOR ALS	\$1,257.05	\$1,298.50	
PARAMEDIC EDUCATOR MICA	\$1,408.60	\$1,443.30	
PARAMEDIC EDUCATOR MICA SINGLE RESPONDER	\$1,539.40	\$1,574.05	
CLINICAL SUPPORT OFFICER	\$1,670.60	\$1,704.95	
<b>COMMUNICATIONS</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
REFERRAL SERVICE TRIAGE PRACTITIONER ALS	\$1,253.75	\$1,271.55	\$1,313.05
REFERRAL SERVICE TRIAGE PRACTITIONER MICA	\$1,398.30	\$1,416.00	\$1,457.65
COMMUNICATIONS SUPPORT PARAMEDIC ALS	\$1,376.50	\$1,411.40	
COMMUNICATIONS SUPPORT PARAMEDIC MICA	\$1,521.05	\$1,556.05	
DUTY MANAGER ALS	\$1,616.15	\$1,651.20	
DUTY MANAGER MICA	\$1,775.65	\$1,810.30	
COMMUNICATIONS CENTRE CLINICIAN	\$1,539.85	\$1,574.15	
<b>ROSTERING</b>	<b>Year 1</b>	<b>Year 3</b>	
RESOURCE OFFICER TRAINEE (OPERATIONAL)	\$1,180.30		
RESOURCE OFFICER (OPERATIONAL)	\$1,376.50	\$1,411.40	
RESOURCE PLANNING OFFICER (OPERATIONAL)	\$1,453.30	\$1,487.75	
<b>FLEET MAINTENANCE</b>	<b>Year 1</b>	<b>Year 3</b>	
MECHANIC	\$1,009.15	\$1,027.15	
FLEET MAINTENANCE OFFICER	\$1,079.25	\$1,097.20	
FLEET MAINTENANCE SUPERVISOR	\$1,182.00	\$1,228.05	

**TABLE 21(c)**

First pay period commencing on or after 1 July 2016	Aggregated Weekly Base Rate of Pay		
<b>NON EMERGENCY OPERATIONS</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>

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CLINIC TRANSPORT COMMUNICATIONS OFFICER	\$ 1,046.00	\$ 1,064.75	
CLINIC TRANSPORT OFFICER	\$ 906.00	\$ 924.05	
PATIENT TRANSPORT OFFICER	\$ 976.20	\$ 994.60	
AMBULANCE ATTENDANT	\$ 1,040.20	\$ 1,072.75	
<b>EMERGENCY OPERATIONS</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
AMBULANCE COMMUNITY OFFICER	\$ 927.95	\$ 944.90	
GRADUATE AMBULANCE PARAMEDIC LEVEL 1	\$ 924.60		
GRADUATE AMBULANCE PARAMEDIC LEVEL 2	\$ 1,003.20		
GRADUATE AMBULANCE PARAMEDIC LEVEL 3	\$ 1,035.70		
BASIC LIFE SUPPORT AMBULANCE PARAMEDIC		\$ 1,092.05	\$ 1,134.90
ADVANCED LIFE SUPPORT AMBULANCE PARAMEDIC	\$ 1,134.65	\$ 1,157.85	\$ 1,211.00
RELIEVING PARAMEDIC BLS			\$ 1,216.10
RELIEVING PARAMEDIC ALS	\$ 1,215.65	\$ 1,233.55	\$ 1,276.40
SENIOR RESERVE PARAMEDIC ALS	\$ 1,361.95	\$ 1,379.75	\$ 1,422.70
PARAMEDIC COMMUNITY SUPPORT COORDINATOR ALS	\$ 1,390.45	\$ 1,408.05	\$ 1,451.05
MOBILE INTENSIVE CARE TRAINEE	\$ 1,235.95		
MOBILE INTENSIVE CARE PARAMEDIC	\$ 1,283.65	\$ 1,323.25	\$ 1,370.45
MOBILE INTENSIVE CARE PARAMEDIC SINGLE RESPONDER	\$ 1,457.95	\$ 1,505.20	
RELIEVING PARAMEDIC MICA	\$ 1,364.65	\$ 1,382.50	\$ 1,425.35
SENIOR RESERVE PARAMEDIC MICA	\$ 1,511.15	\$ 1,528.90	\$ 1,571.70
SENIOR RESERVE PARAMEDIC MICA SINGLE RESPONDER	\$ 1,645.80	\$ 1,663.55	\$ 1,706.45
PARAMEDIC COMMUNITY SUPPORT COORDINATOR MICA	\$ 1,674.10	\$ 1,691.70	\$ 1,734.60
<b>AEROMEDICAL</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
FLIGHT PARAMEDIC ALS	\$1,246.40	\$1,269.65	
MOBILE INTENSIVE CARE FLIGHT PARAMEDIC	\$ 1,544.25	\$ 1,579.95	
FLIGHT COORDINATOR - ALS	\$ 1,402.35	\$ 1,438.55	
FLIGHT COORDINATOR - MICA	\$ 1,551.30	\$ 1,587.40	
<b>MANAGEMENT</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
STATION OFFICER BLS			\$ 1,253.85
STATION OFFICER ALS			\$ 1,314.05
TEAM MANAGER BLS		\$ 1,375.30	
TEAM MANAGER <10 STAFF ALS	\$ 1,372.90	\$ 1,408.35	
TEAM MANAGER <10 STAFF MICA	\$ 1,512.30	\$ 1,547.75	
TEAM MANAGER <10 STAFF MICA SINGLE RESPONDER	\$ 1,646.90	\$ 1,682.45	
TEAM MANAGER >10 STAFF ALS	\$ 1,417.80	\$ 1,453.75	

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TEAM MANAGER >10 STAFF MICA	\$ 1,567.40	\$ 1,602.75	
TEAM MANAGER >10 STAFF MICA SINGLE RESPONDER	\$ 1,702.00	\$ 1,737.50	
FLIGHT PARAMEDIC TEAM MANAGER ALS	\$ 1,476.85	\$ 1,512.30	
FLIGHT PARAMEDIC TEAM MANAGER MICA	\$ 1,827.75	\$ 1,864.30	
SENIOR TEAM MANAGER BLS		\$1,454.00	
SENIOR TEAM MANAGER ALS	\$ 1,496.90	\$ 1,532.50	
SENIOR TEAM MANAGER MICA / SENIOR TEAM MANAGER MICA SINGLE RESPONDER	\$ 1,780.50	\$ 1,816.25	
SENIOR TEAM MANAGER FLIGHT PARAMEDIC ALS	\$1,555.60	\$1,591.05	
SENIOR TEAM MANAGER FLIGHT MICA	\$1,906.50	\$1,943.10	
<b><u>EDUCATION</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
PARAMEDIC EDUCATOR ALS	\$ 1,294.75	\$ 1,337.45	
PARAMEDIC EDUCATOR MICA	\$ 1,450.85	\$ 1,486.60	
PARAMEDIC EDUCATOR MICA SINGLE RESPONDER	\$ 1,585.60	\$ 1,621.25	
CLINICAL SUPPORT OFFICER	\$ 1,720.70	\$ 1,756.10	
<b><u>COMMUNICATIONS</u></b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 6</b>
REFERRAL SERVICE TRIAGE PRACTITIONER ALS	\$ 1,291.35	\$ 1,309.70	\$ 1,352.45
REFERRAL SERVICE TRIAGE PRACTITIONER MICA	\$ 1,440.25	\$ 1,458.50	\$ 1,501.40
COMMUNICATIONS SUPPORT PARAMEDIC ALS	\$ 1,417.80	\$ 1,453.75	
COMMUNICATIONS SUPPORT PARAMEDIC MICA	\$ 1,566.70	\$ 1,602.75	
DUTY MANAGER ALS	\$ 1,664.65	\$ 1,700.75	
DUTY MANAGER MICA	\$ 1,828.90	\$ 1,864.60	
COMMUNICATIONS CENTRE CLINICIAN	\$1,586.05	\$1,621.35	
<b><u>ROSTERING</u></b>	<b>Year 1</b>	<b>Year 3</b>	
RESOURCE OFFICER TRAINEE (OPERATIONAL)	\$1,215.70		
RESOURCE OFFICER (OPERATIONAL)	\$1,417.80	\$1,453.75	
RESOURCE PLANNING OFFICER (OPERATIONAL)	\$1,496.90	\$1,532.40	
<b><u>FLEET MAINTENANCE</u></b>	<b>Year 1</b>	<b>Year 3</b>	
MECHANIC	\$ 1,039.40	\$ 1,057.95	
FLEET MAINTENANCE OFFICER	\$1,111.60	\$ 1,130.10	
FLEET MAINTENANCE SUPERVISOR	\$ 1,217.45	\$ 1,264.90	

21.3 The rates in clause 21 are aggregated base rates from which the rolled-in rate is calculated for eligible operational classifications.

21.4 The rolled-in rate of pay on commencement of the first wage increase in clause 20.1(a) will be calculated in accordance with Appendix 5 for eligible operational classifications based on the agreed February 2015 roster database. Six months after the date specified in clause 20.1(a) of the Agreement, the rolled-in rate will be recalculated in



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accordance with Appendix 5 based on roster lines in place across AV at that time and every six months thereafter.

21.5 The aggregated base rates of pay in clause 21 provides for incremental progression within particular classifications based on the number of years that an employee has remained employed in that classification. The following increments may be applicable to the aggregated base rates of pay in clause 21:

- (a) "Year 1" means upon commencement of the first year of employment in the classification;
- (b) "Year 3" means upon commencement of the third year of employment in the classification;
- (c) "Year 6" means upon commencement of the sixth year of employment in the classification.

Provided that:

- (d) Where a classification includes only a Year 1 increment this reflects that the particular classification is a limited classification. For example, this applies to Graduate Ambulance Paramedics or MICA Trainees.
- (e) Where a classification includes Year 6, this increment includes the payment of the Senior Paramedic Payment to qualified Ambulance Paramedics, which recognises the commitment of Ambulance Paramedics who have performed their role over a period of time and have consolidated their skills. A Senior Paramedic is one who satisfies all of the following criteria:
  - (i) Possesses clinical competence and has demonstrated consolidation of skills and learning;
  - (ii) Can demonstrate an awareness of cultural diversity;
  - (iii) Has demonstrated outstanding communication and interpersonal skills;
  - (iv) Can manage difficult and varied situations; and
  - (v) Has a good knowledge and understanding of the ambulance services' strategic plans.
- (f) The following classifications do not include a Year 6 increment:
  - (i) Team Manager;
  - (ii) Senior Team Manager;
  - (iii) Duty Manager;
  - (iv) Clinical Support Officer;
  - (v) Flight Coordinator;

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- (vi) Flight Paramedic ALS
- (vii) Flight Paramedic MICA;
- (viii) Resource Officer Trainee (Operational);
- (ix) Resource Officer (Operational);
- (x) Resource Planning Officer (Operational);
- (xi) Communication Support Paramedic;
- (xii) Paramedic Educator.

21.6 For employees employed by AV on commencement of this Agreement, incremental progression in accordance with this clause 21 within their existing classification will be based on the employee's years of service with AV and its predecessors. For all new employees employed on or after the commencement of this Agreement, or where an existing employee is employed in, or appointed to, a different classification on or after the commencement of this Agreement, incremental progression will apply based on the period of employment in the particular classification, subject to the following exceptions:

- (a) Where an employee, who is employed on commencement of this Agreement in a management classification set out in clause 22.4, progresses to a management classification set out in clause 22.4 which has a higher aggregated base rate of pay, the period of employment in the existing management classification will count as employment within the new management classification for the purposes of incremental progression in accordance with clause 21. For example, a Station Officer paid at the Year 6 rate who progress to the Team Manager classification will be paid in accordance with the Year 3 rate set out in clause 21.
- (b) Where an employee, who is employed on commencement of this Agreement in the classification of Mobile Intensive Care Ambulance Paramedic is appointed to the classification of Mobile Intensive Care Ambulance Paramedic Single Responder, the period of employment within the Mobile Intensive Care Ambulance Paramedic classification will count as employment within the Mobile Intensive Care Ambulance Paramedic Single Responder classification for the purposes of incremental progression in accordance with clause 21. For example, a Mobile Intensive Care Ambulance Paramedic paid at the Year 6 rate who progresses to the Mobile Intensive Care Ambulance Paramedic Single Responder classification will be paid in accordance with the Year 3 rate set out in clause 21.
- (c) Where an employee, who is employed on commencement of this Agreement in the classification of Paramedic Educator MICA is appointed to the classification of Paramedic Educator MICA Single Responder, the period of employment within the Paramedic Educator classification will count as employment within the Paramedic Educator MICA Single Responder classification for the purposes of incremental progression in accordance with clause 21.

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- (d) Where an employee employed in the classification of Advanced Life Support Ambulance Paramedic or Mobile Intensive Care Ambulance Paramedic:
  - (i) is appointed to the classification of Relieving Paramedic; or
  - (ii) performs relieving duties in the Relieving Paramedic classification in accordance with clause 26.20 of the Agreement,

the period of employment within the Advanced Life Support Ambulance Paramedic or Mobile Intensive Care Paramedic classification will count as employment within the Relieving Paramedic classification for the purposes of incremental progression in accordance with clause 21.

- (e) Where an employee employed in the classification of Advanced Life Support Ambulance Paramedic or Mobile Intensive Care Ambulance Paramedic (including a Mobile Intensive Care Ambulance Paramedic Single Responder) is seconded to the classification of Senior Reserve Paramedic, the period of employment in the Advanced Life Support Ambulance Paramedic or Mobile Intensive Care Ambulance Paramedic classification will count as employment in the Senior Reserve Paramedic classification.

## **22. OPERATIONAL CLASSIFICATIONS - DEFINITIONS**

### **22.1 Non Emergency Operations**

- (a) **Clinic Transport Communications Officer (CTCO)** is an employee that undertakes call taking and dispatch functions and also coordinates the allocation and distribution of non-emergency patient transport resources.
- (b) **Clinic Transport Officer (CTO)** is an employee that has completed a Certificate III Non Emergency Client Transport or equivalent qualification and provides basic treatment, care and transport of pre and post hospital non emergency patients in non stretcher vehicles to and from a range of medical facilities and residences.
- (c) **Patient Transport Officer (PTO)** is an employee that has completed the Certificate III Non Emergency Client Transport or equivalent qualification and provides basic transport and care for non-emergency patients in stretcher and other vehicles at a level described in accordance with the requirements of the *Non-Emergency Patient Transport Regulations 2005*.
- (d) **Ambulance Attendant (AA)** is an employee that has completed the Diploma of Paramedic Science or equivalent qualification, and provides management and transport of low-medium acuity patients in stretcher and other vehicles at a level described in the *Non-Emergency Patient Transport Regulations 2005*.

### **22.2 Emergency Operations**

- (a) **Ambulance Community Officer (ACO)** is a casual employee that has completed a Certificate II Emergency Medical Service - First Responder or equivalent qualification and who provides operational support to AV, including in the provision of immediate emergency ambulance first response and care, on an "as required basis" to their local community in rural and remote locations in Victoria.

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- (b) **Graduate Ambulance Paramedic (GAP)** is an employee that has completed, or is undertaking, a Bachelor of Health Science (Paramedic) qualification and is employed in the Graduate Ambulance Paramedic program.
- (c) **Basic Life Support (BLS) Ambulance Paramedic** is an employee that has completed a Bachelor of Health Science (Paramedic) or equivalent accredited qualification. The principal duties include assessment, treatment, care and transport of emergency and/or non-emergency patients in a pre-hospital setting. BLS Paramedics practice BLS skills in accordance with Employer approved Clinical Practice Guidelines.
- (d) **Advanced Life Support (ALS) Ambulance Paramedic** is an employee that has completed a Bachelor of Health Science (Paramedic) or equivalent accredited qualification. The principal duties include assessment, treatment, care and transport of emergency and/or non-emergency patients in a pre-hospital setting. ALS Paramedics practice ALS skills in accordance with Employer approved Clinical Practice Guidelines.
- (e) **Mobile Intensive Care Ambulance (MICA) Paramedic Trainee** is an ALS Paramedic that is undertaking a Graduate Diploma in Emergency Health (Intensive Care Paramedic) or equivalent qualification and/or undertaking a MICA Graduate Program.
- (f) **Mobile Intensive Care Ambulance (MICA) Paramedic** is an Ambulance Paramedic that has successfully completed a Graduate Diploma in Emergency Health (Intensive Care Paramedic) or equivalent qualification. The principal duties include assessment, treatment, care and transport of emergency and/or non-emergency patients in a pre-hospital setting. MICA Paramedics practice advanced intensive care paramedic skills in accordance with employer approved Clinical Practice Guidelines.
- (g) **Mobile Intensive Care Ambulance (MICA) Paramedic Single Responder** is an employee with a minimum two years experience as a qualified MICA Paramedic, who has completed additional training required by the employer in order to undertake single responding duties in a non-stretcher vehicle and is appointed by the employer to undertake such duties.
- (h) **Paramedic Community Support Coordinator (PCSC)** is an ALS or MICA Paramedic that in addition to the duties of an ALS or MICA Paramedic, is appointed to support the activities and effective functioning of an ACO branch/s and contribute to the health education/health promotional activities in defined locations.
- (i) **Relieving Paramedic (RP)** must have a minimum two years experience as a qualified ALS or MICA Paramedic, and is appointed to undertake relieving duties requiring the employee to live away from home in order to relieve another employee's roster.
- (j) **Senior Reserve Paramedic (SRP)** must have a minimum two years experience as a qualified ALS or MICA Paramedic and is seconded to this position working on the reserve roster in accordance with clause 31.

### **22.3 Aeromedical**

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- (a) **ALS Flight Paramedic (FP)** is an ALS Paramedic that has completed the Graduate Certificate in Aeromedical Retrieval and works on fixed wing aircraft on a sessional basis.
- (b) **MICA Flight Paramedic (MFP)** is a MICA Paramedic who has completed the Graduate Certificate in Aeromedical Retrieval and works in helicopters and fixed wing aircraft. An employee engaged in the MFP classification must successfully complete regular assessments relevant to this position because of the highly specialised role, qualifications, skills and decision making responsibilities required in the aeromedical environment.
- (c) **Flight Coordinator (FC)** is a Flight Paramedic or a MICA Flight Paramedic with a minimum of six months experience at AAV and has successfully completed the Flight Coordinators training course. The principal duties of the Flight Coordinators include the dispatch and coordination of AAV resources. In order to maintain the clinical and aeromedical skills necessary for this classification Flight Coordinators will spend no less than four weeks "on-road" and four weeks on AAV flying duties each 12 months (excluding any leave blocks).

### **22.4 Management**

- (a) **Team Manager (TM)** is a BLS, ALS or MICA Paramedic who has demonstrated a high standard of clinical skill and experience as a practicing operational employee. The TM is appointed to manage operational staff and the financial and physical resources at a branch in accordance with AV policies, procedures and clinical guidelines. TMs will be required to complete training as required by the employer i.e. Certificate IV in Frontline Management or other equivalent.
  - (i) "Team Manager <10 staff" manages a team of up to and including 9 employees.
  - (ii) "Team Manager <10 staff MICA Single Responder" manages a team of up to and including 9 employees, is required by the employer to work as a single responder and has completed additional training required by the employer in order to undertake single responding duties in a non-stretcher vehicle.
  - (iii) "Team Manager >10 staff" manages a team of 10 or more employees.
  - (iv) "Team Manager >10 staff MICA Single Responder" manages a team of 10 or more employees, is required by the employer to work as a single responder and has completed additional training required by the employer in order to undertake single responding duties in a non-stretcher vehicle.
  - (v) "Flight Paramedic Team Manager" (FPTM) is an ALS Flight Paramedic or MICA Flight Paramedic who manages AAV operational staff.
  - (vi) "Senior Team Manager" in addition to the duties of a TM has greater responsibilities in the areas of staff welfare, maximising effectiveness of AV resources, and providing greater internal and external liaison.

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They have undertaken additional training as required and provided by the employer.

- (b) **Station Officer (SO)** is a BLS, ALS or MICA Paramedic who in addition to the duties specified for an ALS or MICA Paramedic, manages an ambulance branch in accordance with AV policies, procedures and clinical guidelines.

Employees in this classification have elected not to undertake any additional training or duties required of Team Managers and are restricted to their current location.

There will be no further appointments to the classification of Station Officer; however those existing employees in this classification will not be disadvantaged by the reclassification of these positions.

### 22.5 Education

- (a) **Sessional Clinical Instructor (CI)** is an ALS or MICA Paramedic who has successfully completed the AV Clinical Instructor training course. This course is specific to the ambulance industry and provides pathways to the Certificate IV in Training and Education.

An ALS Paramedic CI is required to demonstrate a high standard of patient care, clinical skills and knowledge and a high level of interpersonal and communication skills. An ALS Paramedic CI works "on-road" with Graduate Ambulance Paramedics and Ambulance Paramedics in a training capacity regularly assessing competency and assisting with attainment of the required competency standards. The ALS Paramedic CI is responsible for providing appropriate written and verbal reports in accordance with the Employer's requirements.

A MICA CI, in addition to the general requirement for a ALS Paramedic CI provides training to paramedics undertaking the Graduate Diploma in Health Science (MICA) or equivalent, and any other employee deemed by the Employer to require on road training. The MICA Paramedic CI is responsible for providing appropriate written and verbal reports in accordance with the Employer's requirements.

A Sessional Clinical Instructor is not an appointed position.

- (b) **Paramedic Educator** is an ALS or MICA Paramedic that has experience as a Sessional Clinical Instructor. The Paramedic Educator will assist with prescribed training for Graduate and Ambulance Paramedics, and may also undertake clinical quality assurance activities, contribute to the development of training packages and conduct re-accreditation of staff in accordance with ambulance service guidelines, in addition to their normal operational duties.

A Paramedic Educator will be released from clinical instructing duties for a period of four weeks in a 12-month period (excluding leave blocks).

The Paramedic Educator is an appointed position.

- (c) **Paramedic Educator MICA Single Responder** is a MICA Paramedic Educator who is required by the employer to work as a single responder and

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has completed additional training required by the employer in order to undertake single responding duties in a non-stretcher vehicle.

The Paramedic Educator MICA Single Responder is an appointed position.

- (d) **Clinical Support Officer (CSO)** is a MICA Paramedic with the principal duties of developing and delivering education programs and providing ongoing audits of clinical practice for Ambulance and MICA Paramedics. In addition a CSO can be required to provide clinical advice to communications centres and provide an emergency response on a needs basis.

### 22.6 Communications

- (a) **Referral Service Triage Practitioner (RSTP)** is an employee with a suitable paramedical qualification working in a communications centre. The Referral Service Triage Practitioner is trained to triage, provide assistance and health advice to referred callers in accordance with the Employer's approved pre-determined guidelines.
- (b) **Communication Support Paramedic (CSP)** is an ALS or MICA Paramedic with two years minimum experience as a qualified ALS or MICA Paramedic. The principal duties are to investigate and report on issues within the communications centre that may impact on the ability of AV to effectively manage demand for emergency resources.
- (c) **Communications Centre Clinician (CCC)** Clinician (BALSECC) is a MICA Paramedic whose principal duties are to provide high level clinical support and advice to the call taking and dispatch processes, to operational employees and medical facilities, to ensure the most appropriate clinical response and treatment of emergency and non-emergency patients.
- (d) **Duty Manager (DM)** is an ALS or MICA Paramedic with experience working as a TM or CSP working in a communications centre. The principal duties are to manage AV resources to maximise effectiveness, provide internal and external operational liaison, and assist with CAD training. The DM supervises and manages the work of CSPs and administrative staff.

### 22.7 Rostering

- (a) **Resource Officer Trainee – Operational (ROT)** is an employee that is undertaking the AV Rosters training program over a four to six week supervised period, followed by a further four to six week consolidation period, during which the employee is supervised and assisted by an RO to develop a level of competency to perform RO duties.
- (b) **Resource Officer - Operational (RO)** is an employee with an operational background (Paramedic qualification) and has successfully completed the AV Roster training program, and demonstrated an ability to work independently in filling all daily and short-term operational shift vacancies in an efficient and effective manner. In addition an RO is able to provide training, advice, supervision and leadership to ROT positions.
- (c) **Resource Planning Officer - Operational (RPO)** is an employee with an operational background (Paramedic qualification) and that has extensive

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experience as a Resourcing Officer - Operational and is able to demonstrate an advanced level of competency with rosters software with an added ability to provide advice and analysis on roster development, costs and long term planning. In addition, a RPO is able to provide training, advice, supervision and leadership to a RO positions.

### 22.8 Fleet Maintenance

- (a) **Fleet Maintenance Officer (FMO) and Mechanic** is an employee that is required to perform automotive diagnosis, repairs and general maintenance duties in accordance with their level of qualification, competencies and training. A FMO may be required to supervise the work of a mechanic and/or an apprentice.
- (b) **Fleet Maintenance Supervisor** is an employee that in addition to the duties of an FMO, provides supervision and leadership to fleet maintenance staff and assistance in the management of fleet maintenance facilities at a number of locations.

## 23. ADMINISTRATIVE CLASSIFICATION STRUCTURE AND WAGE RATES

**TABLE 23(a)**

Weekly Base Rate of Pay (Salary Range) First pay period on or after 1 January 2015						
Band	Points Min	Points Max	Salary Min	Point B	Point C	Salary Max
1	61	100	\$796.10	\$837.55	\$878.95	\$920.35
2	101	131	\$934.50	\$987.95	\$1041.50	\$1095.10
3	132	169	\$1097.00	\$1127.45	\$1157.95	\$1188.40
4	170	230	\$1198.60	\$1243.90	\$1289.35	\$1334.70

**TABLE 23(b)**

Weekly Base Rate of Pay (Salary Range) First pay period on or after 1 July 2015						
Band	Points Min	Points Max	Salary Min	Point B	Point C	Salary Max
1	61	100	\$820.00	\$962.70	\$905.30	\$947.95
2	101	131	\$962.55	\$1017.60	\$1072.75	\$1127.85
3	132	169	\$1129.90	\$1161.25	\$1192.70	\$1224.05
4	170	230	\$1234.55	\$1281.20	\$1328.05	\$1374.75

**TABLE 23(c)**

Weekly Base Rate of Pay (Salary Range) First pay period on or after 1 July 2016						
Band	Points Min	Points Max	Salary Min	Point B	Point C	Salary Max



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1	61	100	\$844.60	\$888.60	\$932.45	\$976.40
2	101	131	\$991.45	\$1048.15	\$1104.95	\$1161.70
3	132	169	\$1163.80	\$1196.10	\$1228.50	\$1260.75
4	170	230	\$1271.60	\$1319.65	\$1367.90	\$1416.00

## 24. ADMINISTRATIVE CLASSIFICATION STRUCTURE DEFINITIONS

- 24.1 **Administrative Band 1** is a non-operational employee employed to undertake a role evaluated under the Mercer system to be between 61 and 100 points.
- 24.2 **Administrative Band 2** is a non-operational employee employed to undertake a role evaluated under the Mercer system to be between 101 and 131 points.
- 24.3 **Administrative Band 3** is a non-operational employee employed to undertake a role evaluated under the Mercer system to be between 132 and 169 points.
- 24.4 **Administrative Band 4** is a non-operational employee employed to undertake a role evaluated under the Mercer system to be between 170 and 230 points.
- 24.5 The evaluation of roles in the Administrative Classification Structure is based on the Mercer Job Evaluation Methodology in place at 1 January 2015. The Mercer Job Evaluation Methodology results in a work value point score for every position which is determined by assessing the expertise, judgement and accountability of a role. The value points are then mapped against the independently banded structure agreed between the parties in accordance with clauses 24 and 25.

## 25. PROGRESSION THROUGH ADMINISTRATIVE BANDS

- 25.1 Progression within a band will be via AV performance review processes.
- 25.2 In the event that AV does not conduct a performance review for an employee who works the full review year and who is paid under Band A or B within 3 months of the completion of each full review year, then the employee will be entitled to progress to the next highest point within their band.
- 25.3 Current employees will be allocated to a point within a band based on the evaluated points relativity within that band. The single point value for a band is determined by dividing the salary range for the band by the points range for the band. In order to calculate the wage for current employees on implementation of this structure, the Weekly Dollar for Point Value outlined below in Table 25 will be added to the minimum salary rate outlined in Table 23(a) for each point the role is evaluated above the minimum points.

Table 25

Relevant Dollar Value for Points on Implementation of the Agreement
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Band	Points Min	Points Max	Weekly Dollar for Point Value
1	61	100	\$3.1858
2	101	131	\$5.3496
3	132	169	\$2.4707
4	170	230	\$2.2685

### Example Calculation:

If an employee's role is evaluated at 70 points, which is 9 points higher than the minimum points for band 1, the salary payable to this employee would be the minimum salary in band 1, plus the dollar value of 9 points for band 1. Using the salary rates in Table 23(a) and the Dollar for Points rates in Table 25, a role evaluated at 70 points would receive the following salary (noting that all figures are rounded to the nearest five cents):

	\$796.10	Salary for 61 points
+	\$28.65	9 additional points at \$3.1858 per point
=	\$824.75	Total weekly salary payable for 70 points.

- 25.4 Where the evaluation of a role results in an increase to salary, employees will be paid those increases in addition to the remuneration increases set out above from the first full pay period to commence on or after 1 January 2015. Increases will be paid when the new Agreement comes into operation under the Fair Work Act 2009.
- 25.5 Where the evaluation of a role results in a decrease to salary, employees who are employed with Ambulance Victoria in a role remunerated under the existing Administration Classification Structure at the time when the new Agreement comes into operation under the Fair Work Act 2009, will have their salary maintained.
- 25.6 Employees who commence in a role remunerated under the new Administration Classification Structure after the date on which the new Agreement comes into operation under the Fair Work Act 2009 will commence at the minimum rate within a band, unless otherwise determined by the relevant Manager taking into account the individual's skill and expertise.

## 26. ALLOWANCES

- 26.1 The following allowances include a 6% adjustment effective from the first pay period on or after 01 January 2015 and will be adjusted in accordance with the wage rate percentage increases in clause 20.1(b) and clause 20.1(c):
- (a) Communications Centre Allowance;
  - (b) Overnight Travel Allowance;
  - (c) Operational Crewing Allowance in clauses 26.17(a) and 26.17(b);

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- (d) Incidental Expenses Allowance;
- (e) On-call allowance;
- (f) Non-rostered on-call allowance; and
- (g) Sessional Clinical Instructor Allowance.

26.2 The rates of the allowances specified in clause 26.1, as adjusted over the life of the Agreement, are set out in Appendix 6.

26.3 In addition to the increases in clauses 26.1 and 26.2 the allowances which are calculated by reference to and underpinned by the paramedic base rate of pay will increase in accordance with any increased arbitrated outcome of the paramedic and related classifications work value review. Allowances will not be less than the allowances set out in this Agreement.

### **26.4 Ambulance Paramedic Skills Allowance**

- (a) The Ambulance Paramedic Skills Allowance is paid to an Ambulance Paramedic who has completed the Bachelor of Health Science (Paramedic) or equivalent and completed Advanced Life Support training and assessment. This allowance is incorporated into the aggregated base rates of pay in clause 21.
- (b) This allowance is not payable to an employee in receipt of the Paramedic Skills Allowance (MICA) and MICA Paramedic Advanced Skills Allowance.

### **26.5 MICA Paramedic Advanced Skills Allowance**

A MICA Paramedic who is employed as a MICA Paramedic will receive the MICA Paramedic Advanced Skills Allowance. This allowance is incorporated into the aggregated base rates of pay in clause 21.

### **26.6 Fleet Maintenance Officers & Mechanic Allowance**

- (a) This allowance is incorporated into the aggregated base rates of pay in clause 21 and is paid in recognition of the range of skills required by Fleet Maintenance Officers and Mechanics for the maintenance of ambulance vehicles and assets and will apply to Fleet Maintenance Officers and Mechanics. This allowance is payable for all purposes.
- (b) Payment of the allowance is conditional on the following:
  - (i) the continuation by Fleet Maintenance Officers and Mechanics to perform the range of duties and the multi skilling required for the proper maintenance of ambulance vehicles and assets;
  - (ii) agreement by Fleet Maintenance Officers and Mechanics to undertake ongoing training and development as required and provided by the Employer for the maintenance of ambulance vehicles and assets;

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- (iii) commitment by Fleet Maintenance Officers and Mechanics to the provision of accurate and timely records and reports to the Employer in connection with the maintenance of ambulance vehicles and assets;
  - (iv) participation in ongoing development and application of technology for the introduction of a comprehensive Fleet Management Information System;
  - (v) Fleet Maintenance Officers and Mechanics will fit and changeover radios and accessories as well as perform basic repair, but internal maintenance and technical and electronic repairs will not form part of the Fleet Maintenance Officer/Mechanic function; and
  - (vi) Fleet Maintenance Officers and Mechanics will provide minor maintenance to branch building and property subject to their availability and in accordance with their training, skills and competencies.
- (c) Fleet Maintenance Officers and Mechanics and Fleet Maintenance Supervisors are not entitled to the rolled-in rate of pay.

### **26.7 Communications Centre Allowance**

- (a) An operational employee, performing communication centre duties will be paid an allowance of \$6.52 per shift of 8 hours and an additional \$0.82 cents for each rostered hour in excess of eight hours. This allowance is for all disabilities incurred whilst performing communications centre duties. An employee being trained in the communications centre will not receive this allowance whilst being trained.
- (b) This allowance is not paid to Clinical Support Officers, Clinicians and Duty Managers.

### **26.8 Sessional Clinical Instructor Allowance**

- (a) A Sessional Clinical Instructor as defined in 22.5(a) is rostered by the Employer to provide training will receive the Sessional Clinical Instructor Allowance of \$3.90 per hour.
- (b) The Operational Crewing Allowances are not paid in addition to this allowance.
- (c) This allowance is not paid to a Paramedic Educator or an employee on secondment under clause 28.

### **26.9 Crib meal allowances**

#### **(a) Crib meal allowance - operational**

An operational employee is entitled to a meal allowance of \$7.25 per shift to compensate for the cost of purchasing a meal away from the employee's branch or usual place of work except where a meal has been arranged by the Employer. This is included in the aggregated rates of pay in clause 21.

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### **(b) Meal allowance - non operational**

A non-operational employee required to work for more than five consecutive hours without receiving a meal break, is entitled to an allowance of \$2.84.

### **(c) Spoilt meal allowance**

An employee called back to duty before having consumed a meal during a meal break, is entitled to one spoilt meal allowance of \$7.25 in any shift. The employee may be required to present satisfactory evidence of such spoilage to the Employer.

### **(d) Overtime meal allowance**

An employee required to work overtime for more than two hours beyond the employee's rostered finishing time, is entitled to an overtime meal allowance of \$9.06.

## **26.10 Late crib meal allowances**

### **(a) Where a crib meal break is not provided in accordance with clause 43.3 the employee is entitled to the following payments until a crib meal break has been taken or the employee is released from duty:**

- (i) A payment of \$4.80 in respect of the first hour or part thereof;**
- (ii) A payment of \$4.80 in respect of the second hour or part thereof; and**
- (iii) A payment of \$9.60 per hour in respect of the third and subsequent hours or part thereof.**

### **(b) For shifts in excess of 10 hours and up to 14 hours:**

- (i) Where an employee becomes eligible for payment of late crib meal allowances as per clause 26.10(a), and the payments extend past the end of the second crib meal break window of opportunity in clause 43.3(d) (due to the first crib meal break not being completed) then the penalty payments appropriate for the first crib meal break will continue at the applicable rate and the second late crib meal allowance will be paid in addition to the first late crib meal break allowances.**
- (ii) When the first meal break is completed the allowances applicable to the first crib meal break will cease, but where applicable the late crib meal allowances for the second crib meal break will continue to be paid as per clause 26.10(a) until the second crib meal break is completed.**

## **26.11 Shift allowances**

### **(a) Subject to clauses 26.11(d), 26.13, 32.2, 38.3 and 41, an employee whose rostered hours of ordinary duty commence between 6.00 pm and 6.30 am or finish between 6.00 pm and 8.00 am will be paid 4.5% of the Ambulance**

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Paramedic Year 3 aggregated base rate for each rostered period of duty in addition to any other rates prescribed elsewhere in this Agreement.

- (b) In addition to the shift penalty in clause 26.11(a), an employee whose rostered hours of duty finish after midnight and before 8.00am will be paid 0.5% of the Ambulance Paramedic Year 3 aggregated base rate for each rostered period of duty. This penalty is paid only once in any period of duty.
- (c) For a MICA Paramedic the shift allowances in 26.11(a) and 26.11(b) will be calculated using the aggregated base rate for a MICA Paramedic Year 3 for the shifts.
- (d) For the purposes of the rolled-in rate calculation, in the circumstances where a shift is longer than 10 hours and finishes after midnight and before 8:00 am the first shift penalty will remain at 4.5% as stated in subclause 26.11(a) above and the second penalty will increase from 4.5% to 5%.
- (e) The allowance will be calculated to the nearest five cents, portions of a cent being disregarded.

### **26.12 Special rates for Saturday and Sunday**

All rostered time of ordinary duty worked between midnight on Friday to midnight on Sunday will be paid for at the rate of time and one half.

### **26.13 Employees on the rolled-in rate - shift allowances and Saturday and Sunday rates.**

Shift allowances and the special rates for Saturday and Sunday in clauses 26.11 and 26.12 are not paid to an operational employee receiving the rolled-in rate of pay.

### **26.14 Overnight Travel**

Employees, required by their Employer to live away from home, to perform their duties are entitled to receive:

- (a) an allowance to cover the cost of reasonable accommodation and the reasonable costs of cleaning items of uniform unless the Employer provides such accommodation including laundry facilities;
- (b) travelling allowance in accordance with clause 26.23;
- (c) an allowance to cover meal expenses as follows:

	\$
Breakfast	14.46
Lunch	28.93
Dinner	43.39
<b>Total</b>	<b>86.78</b>

- (d) Provided that:

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- (i) employees returning home, for example during rostered breaks, will not normally be paid a meal allowance;
  - (ii) an employee who is paid in accordance with the rolled-in rate will receive 50% of the amount listed as lunch in clause 26.14(c).
  - (iii) meal allowances contained in this clause will be adjusted for increased costs of meals as per the *Ambulance and Patient Transport Industry Award 2010* as varied on 01 July each year.
- (e) An employee who is provided with a meal will not receive a meal allowance.
- (f) Employees required to live away from home, other than during a period of training, are entitled to an overnight travel allowance of \$19.99 per night.

### **26.15 Accommodation**

- (a) An employee at a branch station of 1-3 officers, who is required to reside in quarters provided by the Employer, will have 10% deducted for rent, from the employee's weekly rate of pay in clause 21.
- (b) This clause shall not apply to relieving staff whilst living away from home.

### **26.16 Driving Licence**

An employee who is required by the Employer to hold a current driving licence, shall be reimbursed annually an amount equal to the sum of the cost of the licence divided by the term in years. Ambulance Community Officers shall be entitled to receive this allowance on a pro-rata basis in accordance with clause 33.10.

### **26.17 Operational Crewing Allowance**

- (a) An operational employee remunerated at or below Relieving Paramedic, required to form a crew and perform operational duties training a Graduate Ambulance Paramedic Level 1, is entitled to be paid \$0.53 per hour or part thereof, for the period that the operational employee is required to provide such training.
- (b) A Graduate Ambulance Paramedic, required to form a crew and perform operational duties with a Graduate Ambulance Paramedic, of equal or more junior level, is entitled to be paid \$0.53 per hour or part thereof for the period that the Graduate Ambulance Paramedic is required to perform such duties.
- (c) An employee rostered to undertake and perform operational stretcher duties as a single officer crew is entitled to an allowance of \$1.93 per hour or part thereof, including any period of overtime performing such duties.
- (d) In lieu of the allowance in clause (c), an employee required to undertake and perform operational stretcher duties as a single officer crew is entitled to an allowance of 1.5% of the weekly Ambulance Paramedic BLS Year 3 aggregated base rate of pay for an eight hour shift and a pro rata amount for any period in excess of eight hours.

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- (e) A Paramedic Educator and a Sessional Clinical Instructor is not entitled to the allowance in clause 26.17(a).

### **26.18 MICA Single Responder Unit Allowance**

- (a) This allowance is incorporated into the aggregated base rates of pay in clause 21 for eligible classifications effective from the first pay period commencing on or after 4 January 2010, and is paid in recognition of the performance of single responding duties in non-stretcher vehicles by suitably trained MICA Paramedic qualified employees. This allowance:
  - (i) is payable for all purposes; and
  - (ii) will only be payable to employees who have completed the relevant training and are appointed by the employer to a classification of work which requires the performance of single responding duties in non-stretcher vehicles.
- (b) Payment of the allowance is conditional upon MICA Paramedic qualified employees working cooperatively with AV to facilitate the implementation of the MICA Operations Plan and the expansion of single responder and peak period MICA units.

### **26.19 Flying Allowance**

- (a) Any operational employee who has successfully completed all the requirements for the Graduate Certificate in Aeromedical Retrieval and is required to perform duties at AAV will be paid an allowance for each shift during which these duties are performed. This allowance will be eight (8) percent of the AV Ambulance Paramedic BLS Year 3 rolled-in rate of pay, divided by 38, and multiplied by the number of hours worked in the shift, including overtime.
- (b) Operational employees who are required to perform flight duties at AAV (in a response capacity), but have not successfully completed all the requirements for the Graduate Certificate in Aeromedical Retrieval shall be paid an allowance for each shift during which these duties are performed. This allowance shall be four (4) percent of the AV Ambulance Paramedic BLS Year 3 rolled-in rate of pay, divided by 38, and multiplied by the number of hours worked in the shift, including overtime.
- (c) When rostered to a shift at AAV the appointed ALS or MICA Flight Paramedic will receive a Flying Allowance based on 4% of the weekly rolled-in rate of pay of the Ambulance Paramedic BLS Year 3 divided by 38 and multiplied by the number of hours worked in the shift, including overtime.
- (d) ALS and MICA Flight Paramedics are not entitled to the Flying Allowances in subclauses 26.19(a) and 26.19(b).
- (e) Flight Coordinators are not entitled to the Flying Allowances provided in this clause.

### **26.20 Relieving duties**



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- (a) Relieving duties which require an operational employee to live away from home, will be performed by a Relieving Paramedic.
- (b) Where a Relieving Paramedic is not available, an ALS Paramedic or MICA Paramedic may be required to perform relieving duties.
- (c) In the absence of mutual agreement to the contrary between the Employer and employee(s) concerned, when relieving is to be performed by an employee other than an employee appointed as a Relieving Paramedic, such relieving will be equitably distributed between all ALS Paramedics and MICA Paramedics.
- (d) An employee who is required to relieve another employee, may be required to work the hours and on-call roster of the employee being relieved.

### **26.21 Higher duties**

Subject to clause 26.22 an employee who is required to perform duties of a higher classification, will be paid at the rate applicable to the higher classification including for paid leave or any public holiday(s) which occur during the period when the higher duties are being performed. Employees will not be required to fill a vacant position in an acting capacity for more than three months.

### **26.22 Overtime when performing relieving or higher duties**

- (a) An employee:
  - (i) who performs an overtime shift or shifts during a period when he/she is performing relieving or higher duties for a period of at least five consecutive days; and
  - (ii) the overtime is performed in a separate position to that in which the employee is acting or relieving,shall be paid for such overtime at the higher wage rate.
- (b) An employee who relieves another employee on an unplanned basis, and performs duty for a day shift and "on call" in accordance with clause 39 of this Agreement shall be entitled to be paid overtime at the relieving rate applicable to the position being relieved for each shift so worked, provided that the employee is not rostered for duty on the day that he/she agrees to relieve.

### **26.23 Travelling Allowance**

- (a) An employee, other than an employee required by the Employer to live away from home, who is required to report for duty to a workplace other than that to which the employee is normally rostered:
  - (i) is entitled to travel to and from such workplace in the Employer's time and fares and incidental expenses will be paid by the Employer;
  - (ii) if required to use his/her own motor vehicle in connection with the Employer's business, the employee is entitled to be reimbursed at the following rates

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- (A) for vehicles with an engine capacity of 1.6L or less - 63 cents per km.
- (B) for vehicles with an engine capacity of 1.6L to 2.6L - 74 cents per km.
- (C) for vehicles with an engine capacity of 2.6L or over - 75 cents per km.

(b) Provided that clause 26.23(a) shall not apply:

- (i) if the new location is an equivalent distance or nearer to the employee's residence than the location where the employee is normally rostered;
- (ii) to an employee who changes roster by agreement with another employee;
- (iii) to an employee who has chosen to work at a different location;
- (iv) to an employee who has been given at least seven days' notice of the change of rostered work location; or
- (v) to an employee working as a Reserve Paramedic in accordance with the provisions of clause 31, unless otherwise specified.

## **27. UNIFORM AND PROTECTIVE CLOTHING**

27.1 All operational employees will be provided with the following by the Employer free of charge:

- 1 all weather jacket
- 1 belt with insignia and buckle
- 1 tie
- 1 light blue shirt
- 1 rain suit
- 5 pairs of short socks (mix of long and short of employee's choice)
- 6 undershirts (mix of long and short sleeve of employee's choice)
- 2 pairs of boots/shoes
- 1 hold-all bag
- 2 knitwear (pullover/vest)
- any protective clothing appropriate to the work being performed.

AND

- 1 pair of trousers
- 1 pair of overalls
- 2 additional pairs of pants where employees can elect any combination of trousers, overalls or cargo pants.
- 6 dark blue shirts (mix of long and short sleeve of employee's choice)

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AND

- clothing provided as a replacement for items above.

- 27.2 In addition to the clothing in clause 27.1 above, operational employees allocated to a home branch within the Rural Region will be provided with 2 pair of shorts on request.
- 27.3 Items of uniform are for use in the course of employment and will remain the property of the Employer who will clean, repair and replace them as and when reasonably necessary. The cleaning of uniform will extend only to the all weather jacket, knitwear, long trousers and overalls.
- 27.4 Where the Employer requires a non operational employee to wear a uniform or other protective clothing the Employer will provide the uniform or clothing.

### **28. SECONDMENT**

- 28.1 Secondment of an operational employee to a recognised tertiary institution is subject to approval by the Employer.
- 28.2 An operational employee seconded from AV to a recognised tertiary institution in a teaching or related capacity will:
- (a) be provided with a written record of the term of the secondment, with the term of the secondment being mutually agreed;
  - (b) be paid at the rates applicable to a Team Manager >10 Staff Year 3 paid at the AV rolled-in rate of pay during the period of secondment;
  - (c) be allocated to operational duty as an Ambulance Paramedic or MICA Paramedic (whichever is applicable), the equivalent of one day during each four week period of such secondment, for the purposes of skills maintenance, and in respect of such operational duty there will be no entitlement to the Temporary Reserve Paramedic Payment; and
  - (d) revert to the classification held immediately prior to the secondment period and be paid the rate applicable to that classification, on completion of the secondment.
- 28.3 Notwithstanding anything else contained in this Agreement, any period of secondment may be terminated:
- (a) by the employee concerned or the tertiary institution, giving 28 days notice in writing, and after the giving of such notice the employee will be offered the first available vacancy within AV.
  - (b) by the tertiary institution, without notice for serious and demonstrable inefficiency, neglect of duty, unsatisfactory performance of duty, malingering or misconduct.
- 28.4 This clause has no application to Clinical Support Officers.

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### **29. PAYMENT OF WAGES AND PAYSLEIPS**

- 29.1 Wages shall be paid fortnightly and not later than Wednesday following the end of the pay period. If a public holiday occurs on a Monday, Tuesday or Wednesday, payment of wages may be made on the Thursday.
- 29.2 Employees will be provided with a payslip setting out relevant remuneration details in accordance with the Act, including overtime.
- 29.3 With the exception of overtime that forms part of an employees normal rostered hours of work as defined in clause 38.4, payments in excess of ordinary time including overtime, penalties, allowances and any other payments incurred in the second week of the pay period will be paid in the following pay period.

### **30. REMUNERATION RECORDS**

- 30.1 The Employer will keep records for each employee of particulars of service, remuneration, hours worked and all leave accrued and taken in accordance with the requirements of the Act or any Act that replaces it.
- 30.2 Remuneration records will be available for inspection in accordance with the requirements of the Act or any Act that replaces it.

### **31. RESERVE PARAMEDICS**

- 31.1 The terms and conditions of this clause apply only to AV employees allocated to a home branch within the Metropolitan Region.

#### **Senior Reserve Paramedic**

- 31.2 A Senior Reserve Paramedic must be an ALS Paramedic or MICA Paramedic with a minimum two years post-qualification on-road experience.
- 31.3 Senior Reserve Paramedics shall be seconded to the position for a minimum period of two years. Secondments to the position of SRP will be advertised and equitably distributed amongst suitably qualified Ambulance Paramedics to meet operational requirements.
- 31.4 AV will maintain a Senior Reserve Paramedic's position on the stability list of their home branch, or waiting list of their preferred home branch, for the term of their initial secondment as a Senior Reserve Paramedic.
- 31.5 The Commuted Reserve Allowance is incorporated in the Senior Reserve Paramedic aggregated base rates of pay in clause 21 in lieu of any payment for travel time or mileage.
- 31.6 All Senior Reserve Paramedics will be allocated to a team, or reserve home location, for administrative purposes.

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- 31.7 Senior Reserve Paramedics shall be released from reserve for a period of four weeks in every twelve months, excluding rostered leave blocks, during which time they will be rostered to work from their reserve home location. The Commuted Reserve Allowance shall be payable during such periods.

### **Temporary Reserve Paramedic**

- 31.8 All ALS, BLS and MICA Paramedics (and by mutual agreement Graduate Ambulance Paramedics Level 3) shall be required to work 8 weeks per annum as a Temporary Reserve Paramedic (TRP) and may be requested to work an additional period of 4 weeks as a TRP to meet the operational requirements of AV. Such requests will not be unreasonably refused.
- 31.9 All reasonable efforts will be exhausted to ensure all eligible employees complete the initial 8 weeks of TRP before employees are requested to complete the additional 4 week period of TRP.
- 31.10 Prior to the additional 4 weeks of TRP being sought AV will consult the Union.
- 31.11 Additional periods of reserve may be worked by agreement between the employee and Employer and dependent on operational need.
- 31.12 A Temporary Reserve Paramedic shall be paid an allowance of \$196 per week in lieu of any payment for travel time or mileage. A paramedic who is requested to work a single shift as a TRP on reserve shall receive an allowance of \$49 for that shift in lieu of any payment for travel time or mileage.
- 31.13 Where an employee's agreed permanent roster arrangement incorporates a reserve shift and where the employee is not appointed as a Senior Reserve Paramedic, the employee will be entitled to a \$49 allowance for each reserve shift worked permanently as a part of that roster arrangement. For example, the pro-rata payment of TRP allowance (\$49) would be applicable where an employee performs all or part of their shifts on Reserve under a Flexible Work Agreement or Permanent Part Time arrangement.
- 31.14 The restriction on working greater than eight weeks per year as a Temporary Reserve Paramedic does not apply to the reserve arrangements at Air Ambulance Victoria.
- 31.15 The allowances set out in this clause compensate employees for all aspects of work on reserve including travel time and mileage, as well as an additional amount in respect of the disruption associated with allocation of work whilst on the reserve roster.
- 31.16 All Metropolitan Region branches shall maintain at least four of their existing roster lines for employees on structured training programs with Paramedic Educators or Sessional Clinical Instructors.
- 31.17 AV will back-pay the TRP Allowance at the rate of \$160 per week or \$40 per shift to all employees who were working permanently on a metropolitan reserve arrangement and were not being paid the allowance from 01 July 2014. For the sake of clarity, an employee is deemed to have been working permanently on a metropolitan reserve arrangement if they regularly and systematically work a reserve shift as a part of their fixed term or ongoing roster arrangements.

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### **31.18 Time Worked on Reserve**

The Temporary Reserve Paramedic allowance is not payable where an employee is rostered to work outside their home branch in the following circumstances:

- (a) as a Graduate Paramedic, Student MICA Paramedic, Ambulance Paramedic or MICA Paramedic rostered with a Paramedic Educator or Sessional Clinical Instructor for training purposes;
- (b) rostered to work at a location attached to their home branch;
- (c) rostered to a combination roster that works across more than one location;
- (d) employee initiated roster changes or shift swaps, except where both employees are rostered to reserve;
- (e) rostered training days unless the employee has already been rostered to reserve;
- (f) relieving duties outside the Metropolitan Region;
- (g) higher duties;
- (h) secondment to alternative duties;
- (i) undertaking safe duties or transitional return to work related duties (for the avoidance of doubt, this is not intended to affect the calculation of an employee's pre-injury average weekly earnings for the purposes of worker's compensation payments);
- (j) an overtime shift; and
- (k) special or extraordinary circumstances where it is deemed necessary to move an employee to an alternate work location for behavioural, clinical, or personal reasons.

### **31.19 Rostering Employees to Reserve**

- (a) In allocating employees to work on reserve, AV will:
  - (i) have regard to the personal and family circumstances of employees, in determining the period(s), timing and location of work on the reserve roster; and
  - (ii) make reasonable endeavours to minimise travel times for employees in allocating work on the reserve roster.
- (b) MICA Paramedics and MICA qualified Air Ambulance Victoria employees may nominate a MICA unit as their reserve location in place of their home branch, dependent on operational requirements.
- (c) When rostered to reserve employees shall be required to work the roster specified by AV in accordance with operational and service delivery demands

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of the branch they are rostered to, subject to the notice provisions of clause 36 of the Agreement.

- (d) If an employee is aggrieved about the allocation of work and/or work placements on the reserve roster, they may lodge a grievance in accordance with the provisions of clause 9 of the Agreement.

### **31.20 Contact Arrangements**

- (a) The contact arrangements set out in this clause are designed to enable AV to allocate reserve shifts in advance wherever possible.
- (b) When rostered to reserve employees are required to contact the Rosters Department by telephone on the number advised by AV between 1000-1400 hours or 1800-2000 hours on the day prior to their next unallocated reserve shift to determine their reserve shift for the following day. If nobody in the Rosters Department is available to answer their phone call, the employee will be required to leave a voicemail message.
- (c) Where an employee rostered to reserve has not been allocated a reserve shift by 1600 hours on the day prior to their next unallocated reserve shift, they are required to remain contactable up until 2200 hours that day (or later by agreement) and from 0600 hours the following day (or earlier by agreement), where possible.
- (d) Where an employee is unable to be contacted from 0600 hours, he or she is required to contact the Duty Manager prior to leaving his/her residence to obtain their reserve shift allocation and will proceed directly to the location advised by the Duty Manager. If the employee is not allocated a reserve shift, they are to proceed to their reserve home location and again contact the Duty Manager.
- (e) AV will notify employees of their rostered reserve shift at the earliest available opportunity to support them in managing their personal and family circumstances. This may occur by telephone or written notification, depending on the period of notice provided.

### **31.21 Reserve Shift Notification**

- (a) Where an employee rostered to reserve is contacted by AV prior to the rostered reserve shift commencement time and allocated a reserve shift location for that day, they shall be responsible for arranging transportation between their residence and their rostered reserve shift.
- (b) On the day of a rostered reserve shift, where an employee has not been allocated a reserve shift location by AV they are to report for duty at their reserve home location by shift commencement time and contact the Duty Manager on arrival.
- (c) Where an employee rostered to reserve is contacted, with less than one hours notice, to fill a vacant shift then the employee will be paid one hour at time and one half rates in addition to the employee's ordinary hours for the shift. This does not apply where an employee is allocated a reserve shift after the

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scheduled shift commencement time or if the employee has failed to fulfil the requirements of clause 31.20 above.

### **31.22 Shift Start and Finish Times**

- (a) When rostered to reserve employees shall be required to commence and complete duty at the allocated reserve shift location determined by AV at rostered shift times.
- (b) Where an employee has reported for duty at their rostered reserve shift and is subsequently directed to move to another branch location during the rostered shift (i.e. a secondary movement) they shall be required to complete their shift at the secondary location. If the shift to be worked at the secondary location finishes later than the employee's original rostered shift, the employee will be requested to work until the rostered finishing time at the secondary location. However, the employee may elect to finish at the secondary location at their original rostered finishing time.

### **31.23 Travel Arrangements**

- (a) When rostered to reserve employees are required to have access to a motor vehicle and are responsible for arranging timely transportation between their residence and their rostered reserve shift location.
- (b) When rostered to reserve employees who are required to move to a secondary location after reporting for duty will be required to travel in their own motor vehicle. AV will recognise this secondary movement as work-related travel and the employee will be entitled to reimbursement for each kilometre travelled to the secondary location at the rates prescribed in sub-clause 26.23(a)(ii) of the Agreement, subject to the contact arrangements of sub-clause 31.20 being met. The restrictions contained in clause 26.23(b) of the Agreement will not apply in this instance.
- (c) Subject to clause 31.23(e) below, prior to the commencement of shift, if the employee's travel time is more than one hour from their usual place of residence to the rostered branch location determined by AV, the time in excess of one hour will be paid at the ordinary time rate of pay and will be counted as time worked although the employee must work to the end of the rostered shift unless otherwise agreed. The following example sets out the manner in which clause this clause is to be applied:

Time travelled more than one hour to the rostered reserve shift shall:

- (i) be counted towards time worked when determining the period of overtime that may be claimed;

*Example – 10-hour day shift (notwithstanding incidental overtime):*

*An employee works a 10-hour shift from 0700–1700, where travel time is 90 minutes from the employee's usual place of residence to their rostered reserve shift:*

- *the period from 0530–0630 is unpaid travel time;*



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- *the period from 0630-0700 is paid travel time at the ordinary time rate of pay;*
  - *the period from 0630-0700 is counted as time worked, therefore the ordinary hours component of the 10 hour shift is now completed at 1630;*
  - *the period from 1630-1700 is counted as overtime at the time and a half rate of pay.*
- (ii) not effect the requirement for an employee to commence and complete duty at their rostered reserve shift location at rostered shift times;
- (iii) subject to clause 043.2(a), not be counted towards determining whether an employee has had an 10-hour rest break between shifts, unless the employee notifies the Duty Manager at the completion of their previous period of duty that the travel time required to attend the next rostered shift location is unlikely to enable the successful completion of an 10-hour break;
- (iv) not be considered to effect the application of other shift related entitlements, such as crib meal break windows of opportunity.
- (d) Subject to clause 31.23(e) below, at the completion of the shift, if the employee's travel time is more than one hour from the rostered branch location determined by AV to their usual place of residence, the time in excess of one hour will be paid at the ordinary time rate of pay, and will be counted as time worked although the employee must work to the end of the rostered shift unless otherwise agreed. The following example sets out the manner in which this clause is to be applied:

Time travelled more than one hour from the rostered reserve shift shall:

- (i) subject to clause 043.2(a), be counted towards time worked when determining whether an employee has had an 10 hour rest break between shifts;

### Example – 10-hour day shift (notwithstanding incidental overtime):

*An employee works a 10-hour shift from 0700–1700, where travel time is 90 minutes from the employee's usual place of residence to the rostered branch location:*

- *the period from 1700–1730 is paid travel time at the ordinary rate of pay;*
- *the 10-hour rest break commences from 1730\*;*
- *the period from 1700-1730 is paid travel time at the ordinary rate of pay; and*
- *the remaining period from 1730-1830 is unpaid travel time and is not counted as time worked.*

*\*Note: Upon arrival at their usual place of residence, should the combination of incidental overtime worked and travel time more than one hour not enable the employee to successfully complete an*

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*10hour break, the employee is responsible for notifying the Duty Manager. The Duty Manager will record the commencement of the 10-hour break from the end of the period of paid travel time;*

- (ii) not effect the requirement for an employee to complete duty at their branch location determined by AV at rostered shift times; and
  - (iii) not be considered to effect the application of other shift related entitlements.
- (e) Consideration will be given to the Occupational Health and Safety implications associated with excess travel.

### **32. COMMUNITY EDUCATION**

- 32.1 Community education presenters deliver a range of general community education activities to the public on a casual basis, designed to improve the appropriate use of AV services, an appreciation for the role of AV in the community, and a greater understanding of the role of paramedics.
- 32.2 In lieu of the rates specified in clause 15, the casual hourly ordinary time rate of pay for sessional community education activities shall be \$51.29 regardless of the day or time of engagement. This hourly rate shall be adjusted in accordance with the wage increases prescribed in clause 20.1 and paid from the first pay period commencing on or after on the dates specified in clause 20.1. Employees performing sessional community education activities are not entitled to the rolled-in rate of pay.
- 32.3 Notwithstanding any other provision in this Agreement, the minimum length of engagement for sessional community education activities shall be for not less than two (2) consecutive hours on any one day.
- 32.4 Where an employee is engaged in sessional community education activities on their rostered day(s) off, they will not be entitled to claim overtime under clause 38 in addition to the hourly rate for sessional community education activities.

### **33. AMBULANCE COMMUNITY OFFICERS**

- 33.1 Ambulance Community Officers (ACOs) are casual employees engaged by the Employer to provide emergency ambulance first response and care to rural and remote communities where the emergency/acute caseload at such locations does not support the establishment of a permanent branch staffed by paramedics. The employment of ACOs is limited to areas outside the boundaries of the Metropolitan Region.
- 33.2 The closest available paramedic crew/s will be co-responded to "back up" ACO crews unless deemed inappropriate by the Employer's Operations Centre from the case information or where the time for arrival of the back up paramedic crew is greater than the transport time by ACOs to the closest appropriate medical facility.
- 33.3 ACOs may be used to support paramedics providing single officer responses where two officer crewing is not immediately available.

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- 33.4 ACOs may also be used to provide a response in circumstances where paramedics are not available to immediately respond.
- 33.5 ACOs shall be trained by the Employer and are required to obtain minimum competency standards to provide immediate emergency ambulance first response, care and transport.
- 33.6 ACOs will make themselves available for a minimum of 20 hours per month on average.
- 33.7 ACOs will be paid an hourly rate based on  $\frac{1}{38}^{\text{th}}$  of the weekly rate contained in clause 21. ACOs are not entitled to the rolled-in rate of pay. In addition, ACOs will receive:
- (a) a casual loading of 25% for all work performed on weekdays; or
  - (b) a casual loading of 75% for all work performed on Saturdays and Sundays; or
  - (c) a casual loading of 100% for all work performed on Public Holidays.
- 33.8 In addition to the base rate and casual loading, ACOs shall be entitled to a shift allowance in accordance with clause 26.11 of this Agreement on a pro rata basis for each hour worked per call to duty.
- 33.9 ACOs will be paid a minimum of 2 hours when called out to duty.
- 33.10 ACOs who for the purpose of their employment, must hold a current driver's licence and are required to have a telephone connected to their place of residence, shall be paid a pro-rata allowance calculated on the basis of twenty-five percent (25%) of the annual payment made to full time employees who have made themselves available for casual employment for a minimum period of twelve months. The payment shall be made in arrears on an annual basis to employees who have made themselves available for casual employment for a minimum period of twelve months.
- 33.11 A crib break of 20 minutes is allowed for an ACO who works more than five consecutive hours of duty and who is required to resume duty after the completion of the crib break. A meal allowance of \$12.83 is payable for each crib break taken in accordance with this provision.
- In the event that an ACO works for a further five (5) hours after the completion of the first crib break and who is required to resume duty after the completion of the crib, an additional crib break of 20 minutes duration shall be allowed and an additional meal allowance of \$12.83 shall be paid.
- 33.12 An ACO shall have a rest break of 10 consecutive hours in any 24 hour period.
- 33.13 Subject to clause 59, the casual loading and other allowances are intended to compensate an ACO for all work performed. As a casual employee, an ACO is not entitled to the benefits of permanent employment nor any further payments, allowances or other benefits under this Agreement or the *Ambulance and Patient Transport Industry Modern Award 2010*.

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### **34. ACCIDENT MAKE-UP PAY**

#### **34.1 Entitlement**

An employee is entitled to accident make-up pay under this clause during a period of accident compensation leave where the employee is in receipt of weekly payments under the *Workplace Injury, Rehabilitation and Compensation Act 2013*.

#### **34.2 Total incapacity**

Where an employee is totally incapacitated and/or has no current work capacity within the meaning of the *Workplace Injury, Rehabilitation and Compensation Act 2013*, accident make-up pay represents the difference between:

- (a) the weekly payments of compensation under that Act; and
- (b) the normal weekly rate of pay for that employee.

#### **34.3 Partial incapacity**

Where an employee is partially incapacitated and/or has a current work capacity within the meaning of the *Workplace Injury, Rehabilitation and Compensation Act 2013*, accident make-up pay represents the difference between:

- (a) the weekly payments of compensation under that Act together with the average weekly amount that the employee is earning or able to earn in suitable employment; and
- (b) the normal weekly rate of pay for that employee.

#### **34.4 Normal weekly rate of pay**

- (a) The normal weekly rate of pay for the purposes of calculating accident makeup pay means the weekly rate for a day employee which would have been payable under the Agreement for the employee's normal classification of work for the week in question not including:
  - (i) shift premiums, overtime payments, special rates or other similar payments;
  - (ii) payments under a production incentive earnings scheme (whether arising from payment by results, task, performance pay or bonus scheme or however titled).
- (b) Provided that for eligible operational employees the weekly rate of pay for these purposes is the rolled-in rate of pay as determined in accordance with this Agreement.

#### **34.5 Payment for part of a week**

Where incapacity applies for part of a week, then accident make-up pay shall apply pro rata.

#### **34.6 Periods of payment**

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- (a) Accident make-up pay is not payable for the first five days of incapacity in respect of any one injury.
- (b) Accident make-up pay is only payable for a maximum period or aggregate period of 52 weeks in respect of any one injury.

### **34.7 Qualification for payment**

- (a) Accident make-up pay is only payable whilst an employee remains in the employment of the Employer. Provided that:
  - (i) if an employee on partial incapacity cannot obtain suitable employment from the Employer but such employment is available with another Employer, then accident make-up pay shall still be payable;
  - (ii) if the employment is terminated by the Employer, accident make-up pay shall continue to be paid until the conclusion of 52 weeks, except where the termination is due to serious and wilful misconduct by the employee.
- (b) Accident make-up pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to clause 34.3, shall apply only to the period of incapacity after the first two weeks.
- (c) Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to accident make-up pay unless the employee has been employed with the Employer at the time of the incapacity for at least one month.
- (d) An employee on engagement may be required to declare all accident compensation claims made in the previous five years. In the event of false or inaccurate information being deliberately and knowingly declared, the Employer may require the employee to forfeit any entitlement to accident make-up pay.

### **34.8 Cessation of weekly payments**

Where weekly payments of compensation are ceased or redeemed under the *Workplace Injury, Rehabilitation and Compensation Act*, the Employer's liability to pay accident make-up pay shall cease from the date of such cessation or redemption.

### **34.9 Variation in compensation rates**

Any changes in compensation rates under the *Workplace Injury, Rehabilitation and Compensation Act 2013* shall not increase the amount of accident make up pay that would have been payable had the rates of compensation remained unchanged.

### **34.10 Death of an employee**

All rights to accident make-up pay shall cease on the death of the employee.

### **34.11 Civil damages claims**

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- 34.12 An employee receiving or who has received accident pay shall advise the Employer of any action the employee may institute for damages. If requested, the employee shall provide an authority to the Employer entitling the Employer to a charge upon any money payable to any judgement or settlement on that injury.
- 34.13 Where an employee obtains judgement or settlement for damages for an injury for which the employee has received accident make-up pay, the Employer's liability to pay accident make-up pay shall cease from the date of judgement or settlement. Provided that if the judgement or settlement for damages is not reduced either in whole or in part by the amount of the accident make-up pay made by the Employer, the employee shall pay to his Employer any amount of accident make-up pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- 34.14 Where an employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which the employee has received accident make-up pay, the Employer's liability to pay accident pay shall cease from the date of such judgement. Provided that if the judgement or settlement for damages is not reduced either in whole or in part by the amount of accident make-up pay made by the Employer the employee shall pay to the Employer any amount of accident make-up pay already received for that injury by which the judgement or settlement is not reduced.

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### **PART 5 - HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS**

#### **35. ORDINARY HOURS OF WORK**

- 35.1 Subject to clauses 35.2 and 35.3 the ordinary hours of work for all full-time employees shall be 38 hours per week or an average of 38 hours per week spread over the employee's roster cycle. Provided that alterations in existing arrangements on implementation of the 38 hour week shall be based on consultation between the Employer and employee(s) concerned.
- 35.2 An Operational employee who works 40 ordinary hours per week shall be entitled to 12 ADOs per year, to be added to annual leave.
- 35.3 Non-Operational employees who work 40 ordinary hours per week shall be entitled to 1 ADO during every 4 weeks of service, being 13 ADOs in each calendar year. ADO time accumulating during a period of leave is taken during the leave period.

#### **36. ARRANGING HOURS OF WORK**

- 36.1 The Employer requires flexible working arrangements to meet service and operational requirements. Employees may be required to work other shift patterns or shift rosters. These shifts include shifts of varying lengths up to a maximum of 14 hours, overlapping shifts and shifts with different start and finish times.
- 36.2 The Employer can change a roster on 28 days notice to the affected employees or a lesser period by agreement with the employee or in the case of an unforeseen or urgent circumstance.
- 36.3 The Employer can change start and finish times, without agreement subject to 28 days notice to the affected employees and consultation so employees have the opportunity to raise issues with their personal and family circumstances.
- 36.4 The Employer can introduce a roster other than the 10/14 roster without agreement subject to 28 days notice to the affected employees and consultation so employees have the opportunity to raise any issues with their personal and family circumstances.
- 36.5 Where an individual employee has a grievance about whether a proposed change of starting or finishing time, or the introduction of a new roster, is unreasonable having regard to the employee's personal and family circumstances, that employee has access to the procedure in clause 9.
- 36.6 Employees are required to commence their shift at the starting time for their shift and at the location at which they are rostered to work and are responsible for arranging transport to their rostered branch location.
- 36.7 Where practicable, the Employer will publish rosters that display an employee's rostered days and hours on a continuing basis, branch station postings, alteration and leave periods aside.

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### **37. MAXIMUM CONSECUTIVE SHIFTS**

- 37.1 No employee will be required to work more than ten consecutive shifts without 24 hours off duty.
- 37.2 Any employee who agrees to work more than twelve consecutive shifts without 24 hours off duty, will be paid for the thirteenth and any further consecutive shift worked, at the rate of treble time until 24 hours off duty is provided. Provided that this subclause shall not apply where an employee works for up to one hour beyond the finishing time of his/her normal rostered shift for the purpose of completing a case which commenced during that shift.

### **38. OVERTIME**

#### **38.1 Requirement to work reasonable overtime**

- (a) Subject to clause 38.1(b), the Employer may require an employee to work reasonable overtime (including incidental and full shift overtime) at applicable overtime rates of pay.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

#### **38.2 Overtime rates**

- (a) Subject to the on-call provisions, recall provisions, and clauses 38.3 and 38.4 below, the following overtime rates will be paid for all work performed outside rostered periods of duty:
- (i) time and a half for the first two hours and double time thereafter, for any work exceeding the number of hours fixed as a day's, week's, or fortnight's work;
  - (ii) all time in excess of a rostered day on a public holiday, will be paid at double time and a half;
  - (iii) double time for work performed by employees not entitled to the rolled-in rate of pay on Saturdays and Sundays.



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### **38.3 Full Shift Overtime**

- (a) A non-operational employee who works a full shift on overtime will be paid double the ordinary time rate of pay for all time worked.
- (b) An operational employee who works full shift overtime shall be paid double the aggregated base rate of pay for all time worked and will not be entitled to be paid a shift allowance under clause 26.11(a) and 26.11(b) of the Agreement and receive any other payment for the overtime shift.

### **38.4 Rostered overtime - extended hours rosters**

- (a) Rostered overtime forming part of an extended hours roster (e.g. 10/14 roster) in excess of an average of 40 ordinary rostered hours per week is calculated on an average fortnightly basis over the roster cycle at the rate of time and one half the ordinary time rate of pay.
- (b) Where an employee works incidental overtime in excess of the hours rostered as part of an extended hours roster, such additional time worked is paid at incidental overtime rates.

### **38.5 Incidental overtime**

Payment of incidental overtime worked on a daily basis in excess of rostered shift hours will be paid at time and one half the ordinary time rate of pay for the first two hours and double the ordinary time rate of pay thereafter.

### **38.6 Rest period after overtime**

- (a) Overtime should be arranged so that an employee has at least ten consecutive hours off duty between the work of successive days.
- (b) An employee working overtime, who does not have at least ten consecutive hours off duty between workdays, will be released until the employee has had ten consecutive hours off duty, without loss of pay for ordinary working time during such absence.
- (c) An employee who is required to continue or resume work without having had ten consecutive hours off duty, will be paid at double time until released from duty for such period.
- (d) The employee in subclause 38.6(c) is then entitled to be released from duty under subclause 38.6(b).
- (e) The provisions on rest periods after overtime in subclauses 38.6(a) to 38.6(c) do not apply where an employee initiates a roster change.

### **38.7 Time off in lieu of payment for overtime for non operational employees**

- (a) In lieu of the overtime payments in clause 38.2 and 38.3, an employee may choose, with the consent of the Employer, to take time off instead of payment for overtime at a time or times agreed with the Employer. This agreement must be in writing and the employee must take the time off within four weeks of

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working the overtime or the Employer will pay the overtime to the employee in the next pay period.

- (b) If an employee is granted time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.
- (c) If an employee has elected to take time off instead of payment for overtime but subsequently requests payment for a period of overtime, the Employer must pay the employee for the period of overtime worked.

*For example: Jodie is a full-time employee. Her ordinary rate of pay is \$10 per hour. She works three hours overtime on Wednesday.*

*Jodie's pay = (8 hours at normal rate) + (3 hours overtime)  
= (8 hours) + (2 hours x 1.5) + (1 hour x 2)  
= 8 + (3 + 2)  
= 13 hours pay*

*Jodie's Employer must pay Jodie 13 hours pay at the ordinary time rate of pay for the work performed on the Wednesday. Alternatively Jodie and her Employer may agree, in writing, to Jodie taking some or all of the overtime, which is equivalent to 5 ordinary hours, as time off instead.*

### **39. ON CALL**

- 39.1 This clause deals with the conditions and payments applicable where an employee is required by the Employer to work on-call in accordance with an on-call roster.

#### **General Conditions Applicable to On-Call Rosters**

- 39.2 The recall provisions in clause 41 do not apply to employees working rostered on-call.
- 39.3 An employee may temporarily leave the workplace or their home when rostered on-call provided that he/she has made arrangements satisfactory to the Employer to be contactable and shall commence duty accordingly.
- 39.4 An employee will be free from on-call duty for 50% of his/her roster cycle, including 50% of weekend hours which fall during the roster cycle. For the purposes of this clause, weekend hours mean the hours between midnight on a Friday and midnight on a Sunday.
- 39.5 An on-call roster shall not require an employee to be on-call for a period of less than six hours except by mutual consent between the Employer and employee concerned.
- 39.6 No employee will be rostered on-call from the time of ceasing duty immediately before a rostered day off until the time of commencing the next rostered period of duty immediately after a rostered day off, except in accordance with the provisions of clause 39.7 below.

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- 39.7 Where a majority of employees at a branch and the Employer agree, an employee can be rostered on-call immediately before the commencement of a rostered period of duty and/or immediately before an employee's rostered day off.
- 39.8 Employees will not be rostered on-call between 9.00am and 5.00pm other than in accordance with this clause 39.8. The employer may supplement existing rosters on a temporary basis by rostering employees on-call between 9.00am and 5.00pm to meet operational requirements. This provision is subject to consultation with the affected employees in accordance with clause 36.5 and agreement with the majority of affected employees. Agreement will not be unreasonably withheld and a dispute over the implementation of this clause can be dealt with under the disputes procedure.

### **Payments for working rostered on-call**

- 39.9 An employee who is required by the Employer to work on-call in accordance with the terms and conditions of an on-call roster is entitled to an on-call allowance of \$6.13 per hour or part hour.
- 39.10 Time on-call will not be counted as time worked unless an employee is called out for duty in which case the employee will be paid double the ordinary time rate of pay for such period(s) of duty. A minimum payment of 1½ hours at double the ordinary time rate of pay will be paid per call-out for the time so worked in any period during which the employee is on-call, provided that at least 1½ hours has elapsed from the commencement of the previous call-out.
- 39.11 A period of call-out shall be calculated from the time the employee receives the call until the time the employee returns to his/her previous on-call status or location.
- 39.12 An employee shall not be entitled to triple their ordinary time rate of pay upon commencement of his or her ordinary rostered period of duty following a period of rostered on-call.
- 39.13 When an employee is called out to duty during a period of rostered on-call and works for a continuous period of 5 hours or more, and the Employer requires the employee to continue work, the late crib meal allowance will be paid in accordance with clause 26.10.
- 39.14 If an on-call shift is rostered immediately before the commencement of the first rostered period of duty, the employee will be paid at the minimum call-out payment of 1½ hours at double the ordinary time rate of pay to collect the drugs, equipment and on-call vehicle from the branch at the commencement of the on-call period.
- 39.15 There will be no further payments in the first 1½ hours of the rostered on-call period. Where an actual call-out commences and extends past the first 1½ hours of the on-call period, the employee will be paid at double the ordinary time rate of pay until completion of this period.
- 39.16 If a rostered on-call shift is rostered immediately before an employee's rostered day off, the employee will be paid at the minimum call-out payment of 1½ hours at double the ordinary time rate of pay to return the drugs, equipment and on-call vehicle to the branch as follows:
- (a) at the completion of the rostered on-call period; or

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- (b) if a period of ten hours has not elapsed since the completion of the last call out during the on-call period, immediately following the conclusion of this period.

Provided that the minimum payment will not apply for returning the drugs, equipment and on-call vehicle to the branch where the completion of the last call-out during the on-call period extends beyond the end of the rostered on-call period. In these circumstances, the employee is required to return the drugs, equipment and on-call vehicle to the branch at the completion of the call-out and will then be released from duty.

- 39.17 Where an employee is on a rest break in accordance with clause 39.18 and receives a call back to duty after the completion of an on-call shift rostered immediately before an employee's rostered day off, the employee shall be paid double the ordinary time rate of pay for such period(s) of duty, with a minimum payment of 4 hours at that rate. At the completion of the call back to duty the drugs, equipment and on-call vehicle must be returned to the branch and the employee will be released from duty.

### **Rest break arrangements for employees rostered on-call**

- 39.18 Subject to clause 39.19, an employee who is rostered on-call and has been called out to duty is entitled to a rest break of ten (10) consecutive hours off duty between the end of the last period of call-out and the commencement of the employee's next ordinary rostered period of duty.
- 39.19 Where a call-out occurs within two (2) hours of the commencement of the next ordinary rostered period of duty and at least ten (10) consecutive hours have elapsed since the end of the last period of call-out, the employee is not entitled to a further rest break of ten (10) consecutive hours off duty.
- 39.20 Where an employee has been called out to duty within the on-call period and does not receive a rest break before the commencement of their next ordinary rostered period of duty in accordance with clause 39.19 above, they shall be entitled to reasonable time to obtain sustenance and attend to personal hygiene without loss of ordinary pay.
- 39.21 If, on the instructions of the Employer, an employee who is entitled to a rest break under clause 39.18 resumes or continues work without having had a rest break, the employee shall be paid at the rate of double the ordinary time rate of pay until released from duty. The employee will then be entitled to be absent until the employee has had ten (10) consecutive hours off duty, without loss of pay for ordinary work time occurring during such absence. This clause does not apply where an employee rostered on-call immediately before their rostered day off has returned the drugs, equipment and on-call vehicle and been released from duty.

## **40. NON ROSTERED ON CALL**

- 40.1 Where an employee who is not rostered on-call is requested by the Employer and agrees to work a vacant on-call shift he/she will be entitled to an allowance of \$12.25 per hour or part thereof for the time on non rostered on-call.
- 40.2 Non-rostered on-call will be undertaken on the basis of mutual agreement between the Employer and the employee having regard for the health and safety of the employee.

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- 40.3 Where an employee agrees to work a non-rostered on-call shift, such an employee will not be permitted to work more than 10 periods of on-call duty in each fourteen consecutive days.
- 40.4 The on-call provisions contained in clauses 39.2, 39.3, 39.10 to 39.13 inclusive, and clause 39.18 to 39.21 inclusive shall also apply to an employee who agrees to work non-rostered on-call.

### **41. RECALL**

- 41.1 Subject to clause 41.3, where an employee who has completed a rostered shift on duty and is not rostered on-call, is recalled to duty prior to the commencement of his/her next rostered shift, the employee shall be paid at double the aggregated base rate of pay for all time worked with a minimum payment of four hours.
- 41.2 When an employee is recalled to duty this will be for a minimum of four hours in all instances, except in exceptional circumstances where an alternative arrangement has been negotiated between the employee and the relevant manager.
- 41.3 Where the period of a recall overlaps with the commencement of a rostered shift, the time worked on recall prior to the shift commencement time shall be treated and paid as incidental overtime, and the minimum working period and payment of four hours provided under clauses 41.1 and 41.2 above will not apply. For the avoidance of doubt, an operational employee shall not be entitled to double the ordinary time rate of pay upon commencement of their ordinary rostered period of duty where the period of a recall overlaps with the commencement of a rostered shift as set out in this clause.
- 41.4 Re-call to duty shall be by mutual agreement between the Employer and the employee.
- 41.5 Payment for a re-call to duty shall commence from the time at which the operational employee receives and accepts the request (call) from the Employer.
- 41.6 When an employee is recalled to duty and works for a continuous period of five hours or more and the Employer requires the employee to continue work, the late crib meal allowance will be paid in accordance with clause 26.10.

### **42. STANDBY**

- 42.1 The Employer may require an employee to standby for any period outside of the employee's normal rostered periods of duty in the event of a prolonged major incident or other operational situation where significant additional resources are required. The employee will receive the standby rate set out below. It is not to be used as a generally available means of staffing AV.
- 42.2 Standby is not to be used in place of rostered or non-rostered on-call.
- 42.3 When placed on standby, an employee shall be required to respond immediately as directed.
- 42.4 Subject to clause 42.5:

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- (a) while on stand-by an employee will be paid at ordinary time rates of pay;
  - (b) if an employee on stand-by is called out to duty the employee will be paid at double ordinary time rates of pay for all time worked with a minimum payment of 4 hours;
  - (c) an employee who is called out to duty will be paid at double ordinary time rates of pay from the time of receiving the call until the employee returns to stand-by status or is released from stand-by status.
- 42.5 There is no entitlement to the standby rates where an employee performs work that was originally rostered as on-call for that employee or was requested to perform non-rostered on-call and agreed to do so. Such employees will be paid in accordance with the rates in clause 39 or clause 40.
- 42.6 An employee shall not be entitled to triple their ordinary time rate of pay upon commencement of the employee's ordinary rostered period of duty following a period of standby.

### **43. MEAL BREAKS, CRIB TIME AND REST BREAKS**

#### **43.1 Meal break for non-operational employees**

A non operational employee is entitled to a meal break of not less than 30 minutes during each eight hour shift, which shall not be counted as time worked.

#### **43.2 Rest breaks**

- (a) Employees are entitled to a ten hour rest break between periods of duty.
- (b) Where practical, all employees are entitled to two ten minute rest breaks each day, counted as time worked, as follows:
  - (i) the first, between commencement of work and the usual meal break;
  - (ii) the second between the usual meal break and cessation of work.

#### **43.3 Crib time for operational employees**

- (a) Operational employees are entitled to crib time as follows:
  - (i) For shifts of between eight hours and less than 10 hours, one twenty (20) minute crib break.
  - (ii) For shifts of 10 hours, one thirty (30) minute crib break.
  - (iii) For shifts of more than 10 and up to 14 hours, two thirty (30) minute crib breaks.
- (b) When working a shift of 8 hours, the window of opportunity for a crib meal break shall be during the 60 minute period from the end of the fourth hour after the commencement of the shift.

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- (c) When working a shift of 10 hours, the window of opportunity for a crib meal break shall be during the 90 minute period from the end of the fourth hour after the commencement of the shift.
- (d) When working a shift in excess of 10 hours and up to 14 hours, the window of opportunity for the first crib meal break shall be during the 90 minute period from the end of the third hour after the commencement of the shift. The window of opportunity for the second crib meal break shall be during the 90 minute period from the end of the eighth hour after the commencement of the shift.
- (e) When an Operational employee has not received a complete crib meal break in the window of opportunity for taking such meal break as defined in clauses 43.3(b), 43.3(c) and 43.3(d) the employee will be directed to take a complete crib meal break provided that:
  - (i) For a period of one hour after the end of the window of opportunity the employee may be required to respond to code one and priority zero cases only.
  - (ii) If the crib meal break has not been completed by the end of the first hour after the window of opportunity the employee may be required to respond to priority zero cases only.
- (f) Crib meal breaks will be taken at a time and place directed by the Employer.

43.4 For the purposes of making tea and coffee, milk and sugar and boiling water will be provided by the Employer.

## **44. RESOURCE ALLOCATION**

- 44.1 Resources will be allocated to meet service demand. Employees will be required to perform all work they are competent to perform and accept the requirement for flexibility in relation to work arrangements and mobility between work locations to meet the Employer's operational and service delivery requirements.
- 44.2 Where an individual employee has a grievance about whether a transfer in work location is unreasonable having regard to the employee's personal and family circumstances and the requirement for excessive travel to attend work, that employee has access to the procedure in clause 9.

## **45. SEASONAL AMBULANCE STATION**

Where an employee is requested and agrees to staff a seasonal, community or non-permanent Ambulance Station during periods of peak load for that station, the provisions of 35 and 37 do not apply.

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### **46. DAYLIGHT SAVING**

- 46.1 Notwithstanding any other provisions of this Agreement, where by reason of legislation, summer time is prescribed as being in advance of standard time, the length of any shift:
- (a) commencing before the time prescribed under the relevant legislation for the commencement of a summer time period; and
  - (b) commencing on or before the time prescribed under such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the legislation.
- 46.2 In this clause, the expressions standard time and summer time shall have the same meaning as are prescribed by legislation, and legislation shall mean the *Summer Time Act 1972* as amended or substituted.

### **47. UNUSUAL HOURS**

- 47.1 Where an employee who normally uses public transport, ceases any period of duty outside ordinary rostered hours when public transport is not available, the Employer will provide transport for the employee to/from the employee's place of residence.



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### **PART 6 - TYPES OF LEAVE AND PUBLIC HOLIDAYS**

#### **48. ANNUAL LEAVE**

##### **48.1 Definitions in this clause**

- (a) **Week** means an employee's ordinary working week.
- (b) **Ordinary pay** for an employee who is not entitled to the rolled-in rate of pay, means remuneration for the employee's normal weekly number of hours of work calculated at ordinary time rates of pay and in addition, includes:
  - (i) over award payments for ordinary hours of work;
  - (ii) shift penalties, according to roster or projected roster;
  - (iii) Saturday and Sunday penalties, according to roster or projected roster; and
  - (iv) allowances which would have been received by the employee for ordinary hours of work, had the employee not proceeded on leave.

For an operational employee who is entitled to the rolled-in rate of pay in accordance with this Agreement, ordinary pay means the rolled-in rate of pay.

If no ordinary time rate of pay, or no normal weekly number of hours, is fixed for an employee, these will be deemed to be the average weekly rate earned, or average weekly number of hours worked, during the period in respect of which the right to annual leave accrues.

- (c) **Seven day shift employee** means an employee rostered to work regularly on Sundays and public holidays. Employees who are seven day shift workers under this Agreement are shiftworkers for the purposes of annual leave in accordance with Division 6 of Part 2-2 of the Act.

##### **48.2 Entitlement/period of leave**

An employee is entitled to four weeks annual leave on ordinary pay for each twelve months of service. Annual leave accrues on a pro rata basis based on an employee's ordinary hours of work, and is cumulative.

##### **48.3 Additional leave for seven day shift employees**

A seven day shift employee rostered to work regularly on Sundays and public holidays, is entitled to an additional week's leave including non-working days. An employee who is engaged for part of a year as a seven day shift employee, shall accrue the additional leave on a pro rata basis.

##### **48.4 Illness during annual leave**

- (a) A period of annual leave will not include a day or part day where an employee is on personal, compassionate or community service leave in accordance with the Act.

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- (b) This entitlement is subject to the employee notifying the Employer that the employee is claiming such leave as soon as practicable. For a personal leave application the employee must also meet the requirements for that leave under clause 49.7. For a compassionate leave application the employee must also meet the requirements for that leave under clause 50.5. For community service leave the employee must provide evidence that the employee has been or will be engaging in a community service activity.

### **48.5 Public holiday during annual leave**

If a prescribed public holiday to which the employee is entitled to payment under this Agreement or the employee's contract of employment, falls within the period of an employee's annual leave, the period of annual leave will be increased by one day in respect of that public holiday. This clause has no application to an employee who takes leave in lieu of payment for public holiday penalties under clause 54.

### **48.6 Timing of taking leave**

- (a) Annual leave must be taken within six months of leave entitlements accruing at the end of each year of service, unless alternative arrangements are agreed between the Employer and employee.
- (b) An employee may on agreement of the Employer, take annual leave before the employee has become entitled to the annual leave.
- (c) The Employer and employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement, the Employer may give at least 28 days notice of the taking of annual leave.
- (d) Provided that in unforeseen circumstances, the Employer may give only seven days notice, in which case the Employer will reimburse the employee all irrecoverable costs directly incurred for the proposed holiday. Proof of such costs will be provided to the satisfaction of the Employer.
- (e) Annual leave will be taken in four consecutive weeks, or in separate periods with the agreement of the Employer and employee.

### **48.7 Payment for Annual Leave**

Payment for a period of annual leave will be made in accordance with the fortnightly pay cycle, unless the employee requests payment in advance before the commencement of the employee's annual leave.

### **48.8 Cash out of leave**

- (a) From the commencement of this Agreement, and subject to the requirements of the Act, an employee may once annually request payment of accrued annual leave in lieu of taking the annual leave as follows:
  - (i) Operational employees who have at least ten (10) weeks accrued annual leave can request to cash in up to a maximum of two (2) weeks leave; and

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- (ii) Non-Operational employees can request to cash in up to a maximum of four (4) weeks leave subject to the employee having a four week residual annual leave balance once the cash-in has been effected.
- (b) Any request must be in writing and will be subject to the agreement of AV.
- (c) Where AV authorises a request under this clause for payment in lieu of annual leave, the employee will receive payment in lieu of the amount of annual leave that is foregone (including applicable annual leave loading) and the amount of annual leave that is foregone will then be deducted from the employee's accrued annual leave balance.
- (d) Superannuation contributions will be paid by the Employer in respect of any period of annual leave to be paid out.

### **48.9 Payment of annual leave on termination**

On termination of employment, an employee:

- (a) will be paid out any outstanding accrued annual leave entitlements;
- (b) regarding any period of employment of less than one year for which annual leave has not been taken or paid, will be paid 1/12th of ordinary pay for any such period;
- (c) engaged for part of any year as a seven day shift employee, will be paid in addition to any other amounts due, an amount equal to 1/48th of ordinary pay for the period of employment as a seven day shift employee.

### **48.10 Continuity of service**

- (a) For the purposes of calculating an employee's annual leave entitlement, a year of service is a period during which an employee is employed by AV, but does not include any period of:
  - (i) unauthorised absence; or
  - (ii) any period of unpaid leave or unpaid absence that is not otherwise stated to count as service in accordance with the Act.

### **48.11 Annual close down**

Where an Employer intends temporarily to close or reduce the operations of the enterprise for the purposes of allowing annual leave to all or a majority of employees in the enterprise or part of the enterprise, the following provisions apply:

- (a) the Employer must give one month's notice in writing of the proposed closedown or in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement;
- (b) an employee entitled to annual leave at the date of closing will be:
  - (i) given the annual leave on and from the date of closing; and

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- (ii) paid 1/12th of ordinary pay for any period of employment after accrual of annual leave and up to but excluding the date of closing;
- (c) any employee not entitled to annual leave at the date of closing, will be:
  - (i) given leave without pay on and from the date of closing; and
  - (ii) paid 1/12th of ordinary pay for any period of employment since commencement of employment or accrual of last period of annual leave (whichever is the latter) up to but excluding the date of closing, together with pay for any public holiday falling within the close down period.
  - (iii) the next twelve month qualifying period of employment for every such employee will commence on and from the date of closing.

### **48.12 Annual leave loading**

- (a) All employees shall be entitled to payment of 17.5 per cent annual leave loading on a maximum five weeks annual leave per annum, in respect of leave accrued from 4 August 2005. In respect of leave accrued from 4 August 2005, annual leave loading is not payable on any other leave or accrued days off.
- (b) Annual leave loading shall apply to leave accrued prior to 4 August 2005 in accordance with the terms of the *Ambulance Service Victoria - Metropolitan Region Certified Agreement 2001* and *Rural Ambulance Victoria Certified Agreement 2001*, operating in conjunction with the *Ambulance Services and Patient Transport Employees Award, Victoria 2002*.
- (c) The amount of annual leave loading received for any period of annual leave converted into sick leave, will be deducted from future entitlement to annual leave loading or if the employee is terminated, from termination pay.

## **49. PERSONAL LEAVE**

49.1 Other than in relation to unpaid carer's leave, the provisions of this clause do not apply to casual employees.

### **49.2 Definitions**

- (a) In this clause the term "**immediate family**" includes the employee's:
  - (i) spouse (including the employee's former spouse, de facto partner or former de facto partner, where "de facto partner" means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes); and
  - (ii) a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner.

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- (b) The term "**registered medical practitioner**" means a practitioner registered or licensed as medical practitioner and includes a Doctor of Medicine, Dentist, Physiotherapist, Chiropractor, Osteopath, Psychologist, Podiatrist or Optometrist.

### **49.3 Paid Personal Leave entitlement**

- (a) Paid personal leave is available to an employee if the leave is taken:
  - (i) because the employee is unfit for work because of a personal illness or personal injury (sick leave); or
  - (ii) to provide care or support to a member of the employee's immediate family or household who requires care or support because of a personal illness or personal injury of the member or an unexpected emergency affecting the member (carer's leave).
- (b) The amount of personal leave to which an employee is entitled depends on how long he or she has worked for AV and accrues as follows:
  - (i) 96 hours will be available in the first year of service;
  - (ii) 112 hours will be available per annum in the second, third and fourth years of service; and
  - (iii) 168 hours will be available per annum in the fifth and subsequent years.
- (c) Personal leave accrues progressively and is cumulative. In any year unused personal leave accrues by the lesser of:
  - (i) 96 hours in the first year, 112 hours in the second, third and fourth year and 168 hours for the fifth and subsequent years less the amount of personal leave taken during the year; or
  - (ii) the balance of that year's unused personal leave.
- (d) Where one day absences without providing a medical certificate from a registered medical practitioner or a statutory declaration are not taken for a period of five consecutive years, an additional 40 hours personal leave shall be added to the employee's accrued entitlement.

### **49.4 Taking Personal Leave**

- (a) Subject to the notice and supporting evidence conditions set out in this clause, an employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of sick or carer's leave.
- (b) An employee who is absent from work because of illness or injury is not normally able to use leave, other than personal leave, to cover the period of absence. However, annual leave or long service leave may be utilised, at the employee's request, in the following circumstances:

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- (i) annual leave may be granted where an employee has a long-term illness and has exhausted all paid sick leave; and
- (ii) long service leave may be utilised where an employee has a long-term illness and has exhausted all paid sick leave and annual leave.

### **49.5 Unpaid Carer's Leave**

- (a) Where an employee has exhausted all paid personal leave entitlements, or is a casual employee, they are entitled to take unpaid personal leave to care for members of their immediate family or household who have an illness, injury or an unexpected emergency and require care or support.
- (b) The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to a maximum of 2 days per occasion, provided the requirements of clauses 49.6 and 49.7 are met.

### **49.6 Employee must give notice**

- (a) An employee commencing rostered duty at or after 8 am and before midnight will, wherever possible, notify the person in charge of the workplace at least two hours prior to the rostered time of commencing duty that he/she will be absent.
- (b) An employee commencing rostered duty between midnight and 8 am will, wherever possible, notify the person in charge of the workplace at least one hour prior to the rostered time of commencing duty that he/she will be absent.

### **49.7 Evidence supporting claim**

- (a) In the case of personal illness or injury an employee may utilise up to 3 days accrued personal leave with pay in each year of employment without providing a medical certificate from a registered medical practitioner or a statutory declaration.
- (b) If the period of sick leave referred to in clause 49.7(a) is for a continuous period exceeding 3 days, the employee will be required to provide a medical certificate from a registered medical practitioner or a statutory declaration.
- (c) Failure by the employee to provide a medical certificate or statutory declaration, as required under clause 49.7(b), within forty-eight hours may render the employee liable to be taken off paid sick leave until such time as the required documentation is provided.
- (d) When taking leave to care for members of their immediate family or household who require care due to a personal illness, injury or unexpected emergency, the employee must, if required by the employer, provide a medical certificate from a registered medical practitioner or a statutory declaration stating that the condition of the person concerned requires the employee's care and support.

### **49.8 Absence on Public Holidays**

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday, the employee is taken not to be on paid

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personal/carer's leave on that public holiday. This clause does not apply to an employee who receives leave in lieu of public holidays in accordance with clause 54.

### **50. COMPASSIONATE LEAVE**

50.1 Employees, other than casual employees, will be entitled to up to 4 days paid compassionate leave in the following circumstances:

- (a) to spend time with a member of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to his or her life; or
- (b) after the death of a member of the employee's immediate family or household.

50.2 Casual employees will be entitled to compassionate leave in the circumstances set out in clause 50.1 on an unpaid basis.

50.3 An employee must notify the person in charge of the workplace at least one hour prior to the rostered time of commencing duty that he/she will be absent due to compassionate leave.

50.4 Employees are not entitled to compassionate leave whilst absent on other paid leave.

50.5 Proof of death or illness or injury that poses a threat to life shall be furnished by the employee to the satisfaction of the Employer.

50.6 An employee may take unpaid compassionate leave by agreement with the Employer.

### **51. PARENTAL LEAVE**

#### **51.1 Definitions**

- (a) **"Parental leave"** means paid and unpaid maternity, paternity/partner and adoption leave.
- (b) **"Child"** for the purposes of adoption means a child of the employee under 16 years of age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (c) **"Continuous service"** means the period during which the employee has been continuously employed by the Employer and includes any period of authorised absence, but does not include a period of unauthorised absence. A period of unauthorised absence does not break an employee's continuous service but does not count towards the employee's length of continuous service.
- (d) **"Eligible casual employee"** means a casual employee employed by the Employer on a regular and systematic basis for a sequence of periods of employment, or on a regular and systematic basis for a continuing period of

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employment, during a period of at least 12 months and, but for the pregnancy or decision to adopt, the employee has a reasonable expectation of continuing employment on a regular and systematic basis.

- (e) **"Spouse"** includes a de facto partner, former spouse or former de facto partner (where a de facto partner is a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether the employee and the person are of the same sex or different sexes).

### **51.2 Eligible Employees**

- (a) The provisions of this clause apply to full-time, part-time and eligible casual Employees who have completed, or will have completed, at least 12 months continuous service with the Employer:
  - (i) as at the date or expected date of the birth of the child; or
  - (ii) as at the date or expected date of the placement in the case of an adoption; or
  - (iii) in all other cases of parental leave in accordance with this clause, the date on which the employee's period of leave is to start.
- (b) The Employer must not fail to re-engage a casual employee because:
  - (i) the employee or employee's spouse is pregnant; or
  - (ii) the employee is, or has been, immediately absent on parental leave.

The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this sub-clause.

### **51.3 Basic Entitlement**

- (a) Parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child.
- (b) Subject to clause 51.3(c), parental leave is to be available to only one parent at a time, in a single continuous period, except that both parents may simultaneously take:
  - (i) for maternity and paternity/partner leave, an unbroken period of 3 weeks or less at the time of the birth of the child; and
  - (ii) for adoption leave, an unbroken period of 3 weeks at the time of placement of the child.
- (c) Where both parents are employed by AV, they shall be afforded the opportunity to access contemporaneous paid and unpaid parental leave.

### **51.4 Right to Request**



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- (a) To assist an employee in reconciling work and parental responsibilities, an employee entitled to parental leave may request AV to:
  - (i) extend the period of simultaneous parental leave provided for in clause 51.3(b) up to a maximum of 8 weeks;
  - (ii) extend the period of parental leave provided in clause 51.3(a) by a further continuous period of leave not exceeding 12 months (up to 104 weeks in total);
  - (iii) return from a period of parental leave on a part-time basis until the child reaches school age.
- (b) The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. The Employer's decision will be made as soon as practicable and within 21 days of the employee's request.
- (c) The employee's request and the Employer's decision made under clauses 51.4(a) and (b) must be recorded in writing.
- (d) Where an employee wishes to make a request under this clause, such a request must be made as soon as possible but no less than 4 weeks prior to the date upon which the employee is due to return to work from parental leave.

### **51.5 Variation of Period of Parental Leave**

- (a) Unless otherwise agreed between an Employer and employee, an employee may lodge an application with the Employer to vary a period of parental leave on one occasion.
- (b) Any such variation must be notified in writing to the Employer at least 2 weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 51.3 or the right to request provisions in clause 51.4.

### **51.6 Half-pay Provision**

The Employer may allow an employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled, subject to the total amount of leave taken not exceeding 52 weeks.

### **51.7 Maternity Leave**

- (a) A female employee eligible for leave in accordance with clause 51.3(a) shall be entitled to the equivalent of 10 weeks paid maternity leave, to be taken in connection with the birth of her child either before and/or after the birth.

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Subject to clauses 51.3(c) and 51.4, if she is the primary caregiver, she shall be entitled to a further 42 weeks unpaid maternity leave, provided that the period of maternity leave does not extend beyond the child's first birthday.

- (b) An employee shall be required to provide the following notice to the Employer in advance of the expected date of commencement of maternity leave:
  - (i) a certificate from a registered medical practitioner or registered midwife stating that she is pregnant and the expected date of birth — at least 10 weeks; and
  - (ii) written notification the dates on which she proposes to start and finish the period of maternity leave and particulars of any period of paternity/partner leave sought or to be taken by her spouse — at least 4 weeks.
- (c) An employee shall not be in breach of clause 51.7(b) of this Agreement if the employee could not reasonably comply with the requirement due to the premature birth of the child or other compelling reason.
- (d) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth of the child, the Employer may require the employee to provide a medical certificate stating that she is fit to continue to work, and if so, whether it is inadvisable for the employee to continue working her normal duties because of illness or risks arising out of the pregnancy or hazards connected with the position.

### **51.8 Special Maternity Leave**

- (a) Where the pregnancy of an employee terminates within 28 weeks of the expected date of birth and the employee has not commenced parental leave, the employee may take unpaid special maternity leave for a period determined by a registered medical practitioner as necessary.
- (b) Where an employee, who has not commenced parental leave, suffers an illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, unpaid special maternity leave and parental leave (which includes parental leave taken by an employee's spouse who is not an employee of AV), may not exceed 52 weeks.
- (c) In circumstances where an employee is suffering from an illness that is not directly related to the pregnancy, the employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- (d) An employee who takes unpaid special maternity leave must provide the Employer with a copy of the medical certificate from the registered medical practitioner as soon as practicable (which may be at a time after special maternity leave has started).
- (e) Where special maternity leave is granted under this clause, during the period of leave an employee may return to work at any time, as agreed between the

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Employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

### 51.9 Paternity/Partner Leave

- (a) An employee eligible for leave in accordance with clause 51.3(a) shall be entitled to the equivalent of 1 week paid short paternity/partner leave, to be taken in connection with the birth of a child for whom he or she has accepted responsibility, either before and/or after the birth.
- (b) Subject to clauses to clauses 51.3(c) and 51.4, if he or she is the primary caregiver, he or she shall be entitled to a further 51 weeks of unpaid long paternity/partner leave, provided that the period of unpaid long paternity/partner leave does not extend beyond the child's first birthday.
- (c) An employee shall be required to provide the following notice to the Employer in advance of the expected date of commencement of either short or long paternity/partner leave:
  - (i) a certificate from a registered medical practitioner or registered midwife which names his or her spouse, states that the spouse is pregnant and the expected date of confinement, or states the date on which the birth took place — at least 10 weeks; and
  - (ii) in the case of short paternity/partner leave, written notification of the dates on which he or she proposes to start and finish the period of short paternity/partner leave — as soon as reasonably practicable on or after the first day of the period of leave; and
  - (iii) in the case of long paternity/partner leave, written notification of the dates on which he or she proposes to start and finish the period of long paternity/partner leave, that he or she is seeking the period of long paternity/partner leave to become the primary caregiver of the child and particulars of any period of maternity leave sought or to be taken by his or her spouse — at least 4 weeks.
- (d) An employee shall not be in breach of clause 51.9(c) if the employee could not reasonably comply with the requirement due to the premature birth of the child or other compelling reason.

### 51.10 Adoption Leave

- (a) An employee eligible for leave in accordance with clause 51.3(a) who is adopting a child will be entitled to "**short adoption leave**" as follows:
  - (i) 10 weeks paid leave in connection with the adoption of the child, if he or she is the primary caregiver; or
  - (ii) 1 week paid leave if he or she is the secondary caregiver and a further 2 weeks unpaid leave.
- (b) Adoption leave may be taken either before and/or after the adoption.

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- (c) Subject to clauses to clauses 51.3(c) and 51.4, if the employee is the primary caregiver he or she will be entitled to a further 42 weeks unpaid adoption leave ("**long adoption leave**") provided that the period of long adoption leave does not extend beyond one year after the date of placement of the child.
- (d) An application for adoption leave by an employee shall be made in writing to the Employer at least 10 weeks in advance of the date of placement for long adoption leave, or 14 days in advance of the date of placement for short adoption leave. Any application must also include the following information:
  - (i) a statement from an adoption agency, or another appropriate body, of the date or expected date of placement of the child with the employee;
  - (ii) the dates on which he or she proposes to start and finish the period of adoption leave and particulars of any period of adoption leave sought or to be taken by his or her spouse, that the child is an eligible child, and that the employee intends to be the child's caregiver during the long or short adoption leave.
- (e) An employee shall not be in breach of clause 51.10(d) of this Agreement where the employee fails to meet the required notice and application timeframes, occasioned by a requirement of an adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (f) Where the placement of the child for adoption with an employee does not proceed or continue, the employee shall notify the Employer immediately and arrangements shall be made for the employee to return to work within 4 weeks of notification.

### **51.11 Unpaid pre-adoption leave**

- (a) An employee seeking to adopt a child is entitled to take unpaid leave for the purposes of attending any compulsory interviews or examinations, as may be required in order to obtain approval for the employee's adoption of a child.
- (b) The period of such unpaid leave shall be determined by mutual agreement between the employee and Employer. Where agreement cannot be reached, the employee shall be entitled to take up to 2 days unpaid leave for such purposes.
- (c) Where another form of paid leave is available to an employee, the Employer may require the employee to take such leave instead.
- (d) An employee must give notice of the taking of unpaid pre-adoption leave and may be required by the Employer to provide satisfactory evidence of the requirement to attend any compulsory interviews or examinations.

### **51.12 Parental Leave and Other Entitlements**

An employee may in lieu of, or in conjunction with, a period of parental leave access other accrued leave entitlements, including annual leave and long service leave but excluding compassionate leave, personal/carer's leave and community service leave

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subject to the total amount of leave taken not exceeding 52 weeks or longer period as agreed under clause 51.4.

### **51.13 Transfer to a Safe Job**

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee will make it inadvisable for the employee to continue in her present work for a stated period, the employee shall be transferred to a safe job.
- (b) Where an employee is transferred to a safe job, in accordance with this clause, she shall receive the rate of pay and conditions associated with her appointed position, unless the safe job provides more favourable terms and conditions, until the commencement of maternity leave. The safe job must have the same ordinary hours of work as the employee's position, or a different number of ordinary hours agreed to between the Employer and the employee.
- (c) Where there is no appropriate safe job available, the employee may elect, or the Employer may require the employee, to commence paid leave. Such paid leave will end at the earliest of the following:
  - (i) a transfer to a safe job becoming available;
  - (ii) the end of the period stated in the opinion of the registered medical practitioner provided in clause 51.13(a) above;
  - (iii) if the employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
  - (iv) if the employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy; or
  - (v) where the employee commences maternity leave as a result of a certificate requested under clause 51.7(d) that states that she is unfit for work within 6 weeks of the expected date of birth.
- (d) Paid leave taken in accordance with clause 51.13(c) is in addition to any other leave entitlements.

### **51.14 Returning to Work After Parental Leave**

- (a) An employee will notify the Employer of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of that leave.
- (b) An employee shall be entitled to return to the position that they held immediately prior to the period of parental leave, or immediately prior to being transferred to a safe job in accordance with clause 51.13 of this Agreement.
- (c) Where such position no longer exists, the employee is entitled to return an available alternative position (if any) for which the employee is qualified for and is nearest in status and pay to that of their former position.

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### **51.15 Replacement Employees**

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) A replacement employee shall be employed on a fixed-term basis, in accordance with clause 18 of this Agreement.

### **51.16 Communication During Parental Leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce, significant change at the workplace that has a significant effect on the status, pay or location of the employee's pre-parental leave position, the Employer shall take reasonable steps to:
  - (i) give the employee information about any significant effect the change will have on the status, pay or location of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status, pay or location of the position the employee held before commencing parental leave.
- (b) The employee is encouraged to take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

### **51.17 Ceasing to have responsibility**

- (a) If the employee ceases to have any responsibility for the care of the child or ceases to be the child's primary caregiver, the Employer may give written notice to an employee on unpaid parental leave requiring the employee to return to work on a specified day. The specified day will be at least 4 weeks after the notice is given to the employee, but not earlier than 6 weeks after the date of birth of the child if the employee gave birth to the child.
- (b) The Employer will have regard to the relevant circumstances of the employee, including whether it is reasonable to expect that the employee will not again become the child's primary caregiver or have any responsibility for the care of the child.

## **52. LONG SERVICE LEAVE**

### **52.1 Definitions**

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For the purposes of this clause the following definitions apply:

- (a) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay at the time the leave is taken or (if he/she dies before the completion of leave so taken, as at the time of death); and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates. Provided that where accommodation is made available to an employee during any period of leave and where a deduction is made for the rental, such amount shall be deducted from the pay for the period of leave.
- (b) **Institution** shall mean any hospital, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988*, the Cancer Institute constituted under the *Cancer Act 1958* or the Bush Nursing Association (Inc).
- (c) **Month** shall mean a calendar month.
- (d) **Statutory body** shall mean the Department of Health and Human Services Victoria, Department of Justice and the Victorian Board of the Nursing and Midwifery Board of Australia.
- (e) **Australian Defence Forces** shall have the same meaning as the Defence Force in the *Defence Act 1903*.

### 52.2 Entitlement

An employee is entitled to long service leave with pay for continuous service with the same Employer or service with Victorian Ambulance Services as follows:

- (a) of six months on the completion of fifteen years continuous service; and
- (b) an additional two months on the completion of each additional five years of service thereafter; and
- (c) where an employee's services are terminated otherwise than by death, an additional 1/30th of the period of service since the last accrual of entitlement under 52.2(a) and 52.2(b);
- (d) where an employee has completed at least ten years but less than fifteen years continuous service, and whose service is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service;
- (e) where an employee who has completed at least ten years continuous service, dies while still employed, the Employer shall pay to the employee's legal personal representative, such amount of long service leave as equals 1/30th of the period of service.
- (f) Long service leave shall include any public holiday occurring during the period when the leave is taken.

### 52.3 Payment for period of leave

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- (a) Payment for long service leave will be made:
  - (i) in full prior to the employee commencing leave; or
  - (ii) at the same time as payment would have been made if the employee had remained on duty, if the employee so applies in writing; or
  - (iii) as otherwise agreed between the Employer and employee.
- (b) Where the ordinary time rate of pay is increased during any period of long service leave taken, the employee is entitled to receive payment of this increase at the completion of long service leave.

### **52.4 Service entitling to leave**

- (a) The service of an employee of an ambulance service shall include service for which long service leave or payment in lieu has not already been received, in one or more ambulance services, institutions or statutory bodies, provided that service with any one of these bodies is six months or greater.
- (b) Service also includes all periods during which an employee was serving in the Australian Defence Forces or was made available by the Employer for National Duty.
- (c) Transmission of business: where a business is transmitted from one Employer (**the transmitter**) to another Employer (**the transmittee**), an employee who worked with the transmitter and who continues in the service of the transmittee, shall be entitled to count their service with the transmitter as service with the transmittee for long service leave. In this clause: business includes trade, process, business or occupation and includes part of any such business; transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

### **52.5 Continuity of service**

- (a) For the purposes of calculating long service leave, service shall be deemed to be continuous notwithstanding:
  - (i) the taking of any annual leave or long service leave;
  - (ii) the taking of personal leave under clause 49;
  - (iii) any absence on accident compensation leave under clause 55 - Accident compensation leave;
  - (iv) any other absence where the Employer authorises such absence to be counted as service;
  - (v) any interruption or ending of the employment by the Employer if made with the intention of avoiding long service leave or annual leave;
  - (vi) parental leave of up to twelve months for any pregnancy or adoption;



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- (vii) any interruption arising directly or indirectly from an industrial dispute;
  - (viii) any break between service with an ambulance service, institution or statutory body, provided this is less than the employee's allowable period of absence from employment, being five weeks in addition to any paid leave which the employee receives on termination or for which the employee is paid in lieu;
  - (ix) dismissal if the employee is re-employed within two months from the date of this dismissal.
- (b) In calculating continuous service, any interruption or absence under 52.5(a)(i) to (a)(v) are to be counted as part of the period of service, but any interruption or absence under 52.5(a)(vi) to (a)(ix) shall not be taken into account in calculating the period of service for long service leave unless authorised in writing by the Employer.

### **52.6 Time of taking long service leave**

Long service leave shall be granted within six months from the date of entitlement accruing but if agreed between the Employer and employee, may be postponed or taken in periods rather than in one period.

### **52.7 Granting leave in advance**

- (a) Where an employee has completed at least ten years continuous service, an Employer may by agreement with the employee, grant long service leave before the entitlement accrues.
- (b) Where employment is subsequently terminated for serious and wilful misconduct, the Employer may deduct from any remuneration payable to the employee on termination, the amount equivalent to the amount paid to the employee in respect of long service leave advanced.

### **52.8 Long service leave on termination of employment**

- (a) On or before the date of termination of employment, an employee is entitled to be paid any accrued long service leave not taken.
- (b) An employee who accrues long service leave and who seeks to be re-employed by another ambulance service:
  - (i) may in writing request deferral of payment of long service leave until the expiry of the employee's allowable period of absence from employment provided in clause 52.5(a)(viii) above;
  - (ii) unless the employee gives notice in writing that the employee has been employed by another ambulance service, the Employer shall pay any accrued long service leave at the expiry of the employee's allowable period of absence;
  - (iii) where the employee gives notice in writing that the employee has been employed by another ambulance service, the Employer is not required to pay the employee for such long service leave.

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### **52.9 Proof of service**

The onus is on the employee to prove aggregation of service to support a claim for long service leave without entitlement. A certificate of service specifying the period of employment including any periods of leave without pay and any long service leave granted during service or paid in lieu on termination, shall constitute acceptable proof.

### **52.10 Pro-rata long service leave in advance**

Employees are eligible to take pro-rata long service leave after ten (10) and prior to fifteen (15) years in accordance with this Agreement subject to the following:

- (a) Application by the employee for such leave shall be made no earlier than six months prior to the accrual of ten (10) years of service;
- (b) Operational needs of the Employer, provided that leave shall be granted within eighteen (18) months of the application being lodged by the employee with the Employer.

### **52.11 Period of long service leave**

- (a) The Employer may allow an employee who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (b) The Employer may also allow an employee who is entitled to long service leave to take the whole or any part of that leave at twice pay for a period equal to half the period to which the employee would otherwise be entitled.

### **52.12 Portability of long service leave**

- (a) Paid employment with the Metropolitan Fire and Emergency Services Board (**MFESB**) and the Country Fire Authority (**CFA**), the Victorian Police (**VicPolice**) and interstate ambulance services will be recognised for the purpose of long service leave for employees who joined the Employer on or after 2 September 1997 and provided they satisfy the Agreement's continuity requirements.
- (b) Employment with interstate ambulance services will be recognised for the purposes of long service leave for existing employees provided they satisfy the Agreement's continuity requirements.
- (c) Employees with previous service in the inner-budget Victorian Public Service and the inner budget Commonwealth Public Service organisations will have such service recognised for the purpose of long service leave, provided that the former Employer transfers the monetary accruals to the Employer. The granting of such leave will be by mutual agreement and such agreement shall not be unreasonably withheld.
- (d) In circumstances where the transfer of the monetary accrual cannot be achieved as provided in clause 52.12(c), employees with previous employment in the inner budget Victorian Public Service and inner budget Commonwealth Public Service, the MFESB, CFA and VicPolice will have such employment periods recognised for determining the quantum of time required

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for entitlement to take long service leave, provided however, that the employee will only be able to access that amount of long service leave which has been accrued within the Employer. The granting of such leave will be by mutual agreement and such agreement shall not be unreasonably withheld.

### **53. PUBLIC HOLIDAYS**

#### **53.1 Entitlement to Public Holidays**

- (a) An employee shall be entitled to the following holidays without loss of pay:
  - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
  - (ii) Australia Day, ANZAC Day, Sovereign's Birthday, Labour Day; and
  - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
- (c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
- (d) When New Years Day or Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.
- (e) Where for Victoria or any locality, public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays.

#### **53.2 Substitution of public holidays**

- (a) By agreement between the Employer and a majority of employees in the enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (b) An Employer and employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed, as the public holiday in the enterprise or section of the enterprise.

#### **53.3 Absence when rostered on a public holiday**

Employees rostered to work on a public holiday and failing to do so, will not be entitled to holiday pay for that holiday.

#### **53.4 Pay or time in lieu of a public holiday**

- (a) Where an employee works on a Public Holiday, or such holiday occurs on the employee's rostered day off, or if the employee would normally have been rostered for duty on a Public Holiday but was absent on sick leave and such

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employee has worked an extra shift in lieu, the Employer will pay or grant leave in lieu as follows:

- (i) Within four weeks of the date on which such holiday occurs:
  - (ii) 1.5 extra days pay;
  - (iii) equal time off in one period in lieu of which seven days notice will be given; or
  - (iv) 1.5 days added to annual leave.
- (b) An employee who would normally have been rostered for duty on a Public Holiday but was absent on sick leave and who works an extra shift of the same length in lieu, will be paid at ordinary time rates of pay and receive the benefit of the above Public Holiday penalty provisions.

### **54. PUBLIC HOLIDAYS AND LEAVE IN LIEU OF PAYMENTS AND PENALTIES**

- 54.1 This clause deals with the circumstances in which Ambulance Paramedics and MICA Paramedics will receive 1.5 days leave in lieu for each public holiday penalty payment set out in clause 53.4, other than for Easter Saturday.
- 54.2 The classifications listed below will be entitled to accrue leave in lieu of payment of public holidays penalties subject to the following conditions:
- (a) Graduate Ambulance Paramedics who have completed a three year degree or equivalent prior to employment: following the successful completion of the 12 month clinical consolidation period.
  - (b) Graduate Ambulance Paramedics - Variation who are completing their degree part time: following the successful completion of the 2 year clinical consolidation period.

Until the above conditions are met, employees in these classifications will be paid public holiday penalty payments.

- 54.3 Subject to clause 54.2 above, Ambulance Paramedics and MICA Paramedics will be entitled to accrue 1.5 days leave in lieu of public holiday penalty payments for each of the public holidays set out in clause 53.1, other than for Easter Saturday for which employees will continue to receive public holiday payments in accordance with clause 53.4.

### **55. ACCIDENT COMPENSATION LEAVE**

An employee is entitled to accident compensation leave during any period of absence from work covered by weekly payments of compensation or WorkCover certificates issued in accordance with the *Workplace Injury, Rehabilitation and Compensation Act 2013*.

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### **56. JURY SERVICE LEAVE**

- 56.1 An employee, other than a casual employee, if required to attend for jury service during ordinary working hours, will be granted leave for jury service and be reimbursed by the Employer an amount equal to the difference between the amount paid for jury service attendance and the ordinary time rate of pay, in respect of ordinary time that would have otherwise been worked.
- 56.2 The employee will notify the Employer as soon as possible of the date the employee is required to attend for jury service.
- 56.3 The employee will provide the Employer with proof of duration of attendance and the amount received for such jury service.
- 56.4 Casual employees will be entitled to unpaid leave for the reasonable period of jury duty and will be required to comply with the notice and evidence requirements in clauses 56.2 and 56.3 above (other than in relation to amounts received by the employee).

### **57. ATTENDANCE AT COURT OR BOARD OF INQUIRY**

- 57.1 An employee summoned to appear before any Court or Board of Inquiry at any time, including outside normal rostered working hours, in respect of any matter arising out of the course of employment, shall be paid at the ordinary time rate of pay for all such time the employee is required to spend at such Court or Board of Inquiry, plus reasonable travelling expenses.
- 57.2 Proof of the requirement to attend shall be provided by the employee to the satisfaction of the Employer.

### **58. SPECIAL LEAVE**

Leave with pay may be granted in special circumstances at the discretion of the Employer.

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### **PART 7 – SUPERANNUATION**

#### **59. SUPERANNUATION**

59.1 The Emergency Services Superannuation Scheme (ESSS) is the superannuation scheme that applies to all employees covered by this Agreement.

59.2 The Employer will contribute to this fund an amount in accordance with the *Commonwealth Superannuation Guarantee (Administration) Act 1992*, and the *Emergency Services Act 1986*.

59.3 Superannuation contributions shall be calculated on the pre-packaged salary received by the employee during the preceding month.

59.4 All employees entitled to worker's compensation payments under the *Workplace Injury, Rehabilitation and Compensation Act 2013* that are permanently redeployed to lower paid duties shall be given the option of maintaining their Employer and employee superannuation contributions and benefits at their pre-injury classification level. Should the employee exercise this option then on resignation or retirement, such employees shall have their superannuation benefits calculated at the current pay rate applying to the pre-injury classification, in line with ESSS procedures.

#### **59.5 Superannuation Salary Sacrifice**

In the case of salary sacrifice to State Government defined benefits superannuation schemes, arrangements must comply with State legislation. Eligible employees will have access to salary sacrifice arrangements for contributors to the ESSS defined benefits fund in line with Government policy.

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### **PART 8 - DISCIPLINARY PROCEDURE**

#### **60. DISCIPLINARY PROCESS**

- 60.1 Where disciplinary action is necessary, the management representative shall notify the employee of the reason. The first warning shall be oral and will be recorded on the employee's personal file.
- 60.2 If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to him/her and recorded on his/her personal file.
- 60.3 If the problem continues the employee will be seen again by management. If a final warning is to be given then it shall be issued in writing and a copy sent to the relevant Union.
- 60.4 In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- 60.5 Dismissal of an employee may still occur for acts of "serious and wilful misconduct".
- 60.6 If a dispute should arise over the disciplinary action, other than termination of an employee who has not completed at least six months service with the employer, the course of action to be followed is that the matter shall be referred to Fair Work Commission for resolution. Such resolution shall be accepted by the parties as final.
- 60.7 If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.

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### **PART 9 - OTHER TERMS AND CONDITIONS**

#### **61. LOST, STOLEN AND DAMAGED PROPERTY**

- 61.1 An employee is entitled to be reimbursed for personal property lost, stolen or damaged during hours of work. The items for which an operational employee will be reimbursed are glasses, sunglasses, dentures, mobile phones, watches, contact lenses, stethoscopes, text books, and jewellery.
- 61.2 The maximum amount that can be claimed for any one item is \$320.

#### **62. TRAINING AND DEVELOPMENT**

- 62.1 AV will provide training to employees to enable them to retain their current clinical practice credentials. Each employee will be required to maintain clinical currency and will undertake all required training provided in the use of new equipment, treatments or techniques, quality improvement initiatives and other training relevant to their employment. Such training will be conducted at AV's expense.
- 62.2 AV may direct an employee to carry out such duties as are within the limits of the employee's skill, competence, qualifications and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.
- 62.3 Training may be delivered in a number of ways including but not limited to:
- (a) Compulsory attendance at a minimum equivalent of two rostered training and education days, unless deemed unnecessary in any individual case.
  - (b) Completion of Learning Management System (**LMS**) modules that employees will be required to access during both work time and in their own time.
- 62.4 AV will ensure all employees will be trained to use the LMS and are provided with the necessary resources within the workplace to undertake this form of training. No employee will be disadvantaged in his/her employment due to the introduction of LMS training.
- 62.5 Where practical, AV will endeavour to ensure training modules form components of an accredited qualification.
- 62.6 Specific Performance and Development Plans (**PADPs**) will be developed for and apply to all employees covered by this Agreement with the intent of having Administrative employee PADPs finalised for the annual review period commencing 1 October 2015 and all other employees finalised for the annual review period commencing 1 October 2016.
- 62.7 Employees are required to participate in the In Field Clinical Audit (IFCA) process. The outcomes of an IFCA will not be used against any individual or for disciplinary or performance counselling purposes.



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### **63. CHANGING TIME**

Each employee who is not permitted to wear his/her uniform home will be allowed, a period of ten minutes immediately preceding the end of each period of duty, to wash, shower or to change clothing.

### **64. CLEANING OF VEHICLES**

64.1 An employee will, as part of his/her normal duties attend to the cleaning of a vehicle and replenishment of medical equipment during normal rostered time but subject to the following conditions:

- (a) The ambulance crew will be responsible for cleaning the interior of the vehicle and replenishing medical equipment outside of rostered hours where necessitated by operational requirements and payment of overtime will be made.
- (b) The ambulance crew will not be required to clean the exterior of a vehicle outside rostered time.

### **65. AMBULANCE SUBSCRIPTION SERVICE**

65.1 Ambulance Subscription Scheme Life Membership shall be awarded to permanent full-time, part-time and job-share Employees retiring or resigning from the Employer in the following circumstances, whilst they normally reside in Victoria and whilst the Ambulance Life Membership Subscription Scheme continues:

- (a) resignation after a minimum of 15 years' continuous service;
- (b) retirement at or after the age of 55 years, with a minimum of 10 years' service;
- (c) resignation, where an Employee is unable to continue and ceases to be employed by the Employer as a result of a work-related injury; or
- (d) resignation or retirement as a result of permanent incapacitation as a direct result of a work related injury.

65.2 Ambulance Life Membership Subscriptions are not transferable and shall not be awarded to an employee who resigns in circumstances of serious misconduct or whose employment is terminated as a consequence of serious misconduct.

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### **PART 10 - UNION FACILITATION**

#### **66. UNION FACILITATION**

66.1 The Employer will advise the Union at least seven days in advance of the dates for induction of new employees and the Union will be programmed into attend such inductions to address employees regarding the Union and its services.

66.2 The Employer will release a Paramedic for secondment to the Union for a total of thirteen (13) weeks per annum on ordinary time rolled-in rate of pay, subject to operational requirements.

#### **67. RELEASE OF AEA-V STATE COUNCILLORS FOR MEETINGS**

67.1 AV will release from rostered duty elected State Councillors for scheduled AEA-V State Council meetings in paid time.

67.2 AV will facilitate the attendance of a maximum of fifteen (15) State Councillors to attend six (6) State Council meetings per annum.

67.3 The release of elected State Councillors to attend AEA-V State Council meetings is subject to:

- (a) AEA-V providing the schedule of meetings for each calendar year 14 days before the first meeting.
- (b) AEA-V providing the names of State Councillors who will need to be released from duty 14 days prior to the scheduled meeting. This will be sent to the AV Manager Employee Relations who will facilitate the attendance of up to fifteen elected State Councillors.
- (c) All travel, meals, accommodation and other costs associated with attendance at State Council meetings are the responsibility of State Councillors.
- (d) Where an elected State Councillor not rostered for duty attends the State Council meeting they will not be entitled to any payment from AV.
- (e) Where an elected regional State Councillor is released from rostered duty, he/she will be released without loss of ordinary pay for one rostered shift. Should it be necessary for the elected regional State Councillor to swap an additional shift with another employee in order to travel to attend the meeting, AV will wherever possible facilitate a shift swap.

#### **68. RELEASE OF ELECTED AEA-V REPRESENTATIVES TO PERFORM UNION FUNCTIONS**

68.1 Subject to operational requirements and prior notice an elected AEA-V representative will be released from duty for such periods of paid time as may be reasonably necessary to:

- (a) provide advice, assistance, support and representation to employees on local industrial and employment issues including grievances;

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- (b) consult with Group Management and Station Officer/Team Manager on local industrial matters;
  - (c) endeavour to resolve any dispute arising out of such local industrial or employment matters.
- 68.2 The AEA-V will provide an annual list of elected representatives and their locations to the AV Manager Employee Relations at the commencement of each calendar year.
- 68.3 The release of elected AEA-V representatives is subject to AV operational requirements. The elected AEA-V representative must not leave their place of work without first advising their Group Manager.
- 68.4 The elected AEA-V representative must give as much notice as is reasonably practicable of the need to be released from duty.
- 68.5 The elected AEA-V representative must notify their Group Manager of the nature of the Union business they wish to undertake, the location of any meeting(s) and an estimate of the time needed away from normal duties.
- 68.6 This clause does not release the representative of any obligations imposed on them as an employee of AV.
- 68.7 The Group Manager will facilitate the elected AEA-V representative being released from duty after due consideration of the operational circumstances. Immediate release will depend on the urgency of the matter and operational requirements. The release from duty will not be unreasonably withheld or delayed.
- 68.8 Travel, meals, accommodation and other expenses shall be the responsibility of the elected AEA-V representative.
- 69. WORKPLACE RELATIONS TRAINING**
- 69.1 To assist in dispute prevention and resolution the AEA-V may nominate employees to attend Workplace Relations Training conducted by an accredited provider. The total training for all nominated employees will not exceed 55 days in any one calendar year.
- 69.2 The release of a nominated employee at any given time is subject to four (4) weeks notice of the training being provided and the operational requirements of AV.
- 69.3 An employee on approved workplace relations training will be released from duty with no loss of ordinary time earnings. All expenses associated with attendance at the training course, such as travel, accommodation and meal costs are the responsibility of the employee.
- 69.4 The training provider shall be nominated by the AEA-V and AV will not unreasonably withhold agreement to the attendance of an employee(s).

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### **APPENDIX 1 - SALARY PACKAGING ARRANGEMENTS**

#### **1. BASIS FOR SALARY PACKAGING**

- 1.1 Employees engaged under this Agreement may make application to AV to have their wages packaged in accordance with the provisions contained in this Appendix and to sign a "Salary Packaging Agreement" prior to that arrangement commencing.
- 1.2 If the legislation relevant to salary packaging changes then the salary packaging arrangements will be altered to reflect the change, effective from the date the legislative or regulatory change takes effect.
- 1.3 It is understood and agreed that in the event that benefits to employees under these provisions are reduced or removed by changes in legislation or by the Australian Tax Office, the affected employees and the Union will not make any claim on AV or the Victorian Government for compensation for any loss of benefits and AV and the Victorian Government will not be liable to provide any compensation for any salary sacrifice benefits lost by the employee as a consequence of such change. Where any changes have the effect of increasing the cost to AV of providing salary sacrifice/packaging to employees, these costs shall be paid by the participating employee or he/she may choose to cancel such arrangements by giving notice in writing.

#### **2. DECISION TO SALARY PACKAGE**

- 2.1 Each employee is responsible for making the decision on whether they wish to take up the salary packaging. There are a range of personal and financial circumstances amongst individual employees that may impact on the benefits to be derived under these provisions.
- 2.2 It is the responsibility of the employee to obtain independent financial advice in relation to the impact of salary packaging on their income and/or taxation obligations.

#### **3. GENERAL TERMS AND CONDITIONS**

- 3.1 The general terms and conditions that apply to salary packaging are set out below:

- (a) **Administration**

Salary Packaging will be administered by an organisation(s) as agreed between AV and United Voice following a tender process and in accordance with these guidelines. Any charges incurred as a result of the administration, variation or amendment for any reason to an individual employee's salary packaging arrangements will be the responsibility of the employee.

- (b) **Fringe Benefits Tax**

The salary packaging provisions constitute an "open package" from which the employee, together with the agreed salary packaging provider, determines the amount of the packaging within the Fringe Benefit Tax (FBT) exemptions that apply to Ambulance Services as well as the benefits that may be packaged. The "grossed up value" of the packaging arrangement, along with other fringe benefits currently provided to employees cannot exceed the organisation's "capping limit" for each employee as defined by the FBT Assessment Act.

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Prior to the acceptance of an application for salary packaging from an employee, AV will provide a written statement regarding the reporting of Fringe Benefits on employees' group certificates.

### **(c) Set Up Costs**

Set up costs associated with the internal administration of salary packaging shall be the responsibility of AV. These set up costs are limited to creation of AV policies and procedures documentation and the provision of information to employees on the salary packaging arrangements. They do not include additional or new computer hardware, software or licences or other capital costs.

### **(d) Administration Costs**

Administration costs charged by the salary packaging provider shall be paid by the Employer and shall be fully reimbursed to AV by the employee through payroll deductions. Costs associated with financial advice, individual package modelling or other services sought by the employee shall be the responsibility of the employee.

The quantum of these costs will be considered by AV and United Voice when they jointly choose a salary packaging provider to administer the scheme. However, the parties will not be held responsible for the performance or actions of the agreed salary packaging provider responsible for the administration of the salary packaging arrangements.

### **(e) Reconciliation of Expenses**

Salary packaging will be administered in line with the FBT reporting year -1 April to 31 March. Prior to the final pay period of the salary package year, an annual reconciliation will be carried out for each employee.

All monies not fully expended during the packaging year will be converted and added to the employee's fortnightly wages for that pay period and PAYG tax will be deducted from any net amount paid. Any benefits which exceed the capping amount that give rise to an FBT liability to AV will be passed on directly to the employee and deducted from the employee's next fortnightly pay.

The salary -packaging year ends annually on 31 March and will result in the reconciliation varying from year to year to coincide with the Employer's pay periods and cycle.

### **(f) Resignation or Termination**

Upon the employee's resignation or termination for any reason, a reconciliation will be carried out to the date of termination.

Any residual cash held by the packaging provider will be paid to the employee as PAYG wages and the relevant PAYG tax will be deducted. Should there be any over expenditure in respect to the reimbursement of a salary-packaged amount, this amount will be deducted from any final monies payable to

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employees on termination. Should there be insufficient monies to meet the over expenditure, the employee will reimburse AV the amount prior to termination.

### **(g) Variations to Packaging**

The composition of any salary packaging arrangements will be determined by the employee with the salary packaging provider on an annual basis to coincide with the salary packaging year.

However, where the employee's personal situation changes, the employee may vary their packaging arrangement after giving fourteen (14) days notice to the salary packaging provider and in accordance with the requirements of the external salary packaging provider. Any costs associated with such variations will be the responsibility of the employee.

Where the employee revokes their authority for a deduction from their pay, any salary packaging benefit shall be immediately withdrawn and the employee's wages will revert to a "cash" salary arrangement.

### **(h) Cancellation of Packaging**

An employee may cancel their salary packaging arrangement at any time by giving fourteen (14) days written notification to AV and the salary packaging provider. The conditions contained above under "Resignation or Termination" will apply upon cancellation of the salary packaging arrangement.

### **(i) Benefits**

- (i) Subject to the sub clause below, the benefits that may be packaged by employees may include all items offered by the salary packaging provider. The actual menu of items that shall be offered for salary packaging shall be structured to minimise any administration costs.
- (ii) AV will not be responsible for any salary packaging arrangements entered into by an employee that results in adverse financial consequences to that employee. AV will not directly enter into any lease arrangements under this Agreement.

## **4. CALCULATION OF ENTITLEMENTS**

### **4.1 Leave**

- (a) Long Service Leave provisions shall be calculated on the value of the "pre-salary packaged" value and not just the wages alone component.
- (b) Wages and benefits will be paid in the same way as if the employee was at work during any periods of leave such as annual leave, sick leave or other paid absence from work. Resignation entitlements will be calculated on the pre-packaged wages amount applicable at the date of termination.
- (c) Employees on approved Leave Without Pay shall not be entitled to the benefits of salary packaging while on such leave.

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### **4.2 Workers Compensation Payments**

In the event of a workers' compensation claim being made by an employee, AV shall advise their workers' compensation insurer of the pre-packaged wages of the employee and any benefits due to the employee will be calculated on their pre-packaged wage rate, (or what the employee's wage rate would have been if they had not been packaged).

### **4.3 Superannuation**

- (a) AV shall continue to contribute to the relevant superannuation scheme at the applicable "pre-salary packaged" wage rate and, in the event of a superannuation claim, shall advise the superannuation scheme that the employees "earnings" were the pre-salary packaged wages rate applicable to the claim.
- (b) The parties agree that employees may salary sacrifice additional amounts above the statutory capping amount from their wages in order to make voluntary contributions into an approved superannuation fund. Employees need to take into consideration the taxation provisions that apply to such contributions.
- (c) It is understood that, for those employees who contribute to the Emergency Services Superannuation Scheme (**ESSS**), these further contributions shall be made into the ESS Plan Scheme.

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### APPENDIX 2 - GRADUATE AMBULANCE PARAMEDIC PROVISIONS

#### 1. APPLICATION

- 1.1 This appendix applies to employees who are engaged in the Graduate Ambulance Paramedic (GAP) and GAP – Variation programs.
- 1.2 Save where it is expressly provided otherwise in this Appendix, employees shall be referred to as "Graduate Paramedic".

#### 2. WAGE RATES

- 2.1 For the purposes of this clause 2, the following definitions will apply:
- (a) **Direct Supervision** means the period during which a Graduate Paramedic is rostered to work with a Paramedic Educator or Sessional Clinical Instructor. The period of Direct Supervision will usually be the first 20 - 26 weeks of employment as a Graduate Paramedic.
- (b) **Indirect Supervision** means the period where the Graduate Paramedic has successfully completed the Direct Supervision period of the relevant Graduate Paramedic program and is authorised by AV to practice in accordance with approved clinical practice guidelines without being rostered to work under Direct Supervision.
- 2.2 The timelines for the programs covered by this Appendix are indicative and may be extended when a Graduate Paramedic does not meet the clinical or operational requirements for progression to the next stage.
- 2.3 Where a Graduate Paramedic is required to attend or perform work during ordinary hours at a hospital or other approved institution as part of the program requirements, they shall be paid the applicable rate of pay as if at work at AV. Where the work performed would be overtime as defined in this Agreement and has been approved by the appropriate manager, it will be paid in accordance with clause 38.
- 2.4 Overtime shall not apply to work for training purposes where such time forms part of the usual course timetable.
- 2.5 **Graduate Ambulance Paramedic**

Graduate Ambulance Paramedic (**GAP**) employees have completed the Bachelor of Health Science (Paramedic) and shall be paid in accordance with the following classifications during the 12 month Graduate Paramedic program:

Course Stage	Classification
From commencement of employment under Direct Supervision	GAP Level 2
From the first pay period following commencement of Indirect Supervision	GAP Level 3



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### **2.6 Graduate Ambulance Paramedic - (Variation)**

A Graduate Ambulance Paramedic- Variation (**GAP-V**) is an employee who is completing the 3<sup>rd</sup> year of the Bachelor of Health Science (Paramedic) course and who must successfully complete the GAP program over two years and obtain the Bachelor Degree before progressing to Ambulance Paramedic classification. GAP-V employees shall be paid in accordance with the following classifications during the period of the Graduate Paramedic program:

<b>Course Stage</b>	<b>Classification</b>
From commencement of employment under Direct Supervision	GAP Level 2
From the first pay period following commencement of Indirect Supervision	GAP Level 3

- 2.7 Graduate Ambulance Paramedic - Graduate Entry employees currently employed at the commencement of this Agreement will continue to be paid at GAP Level 3 until qualified.

### **3. PROBATIONARY PERIOD**

Subject to clause 19 of this Agreement all Graduate Paramedics shall serve a probationary period of six months from the date of commencing employment with AV as a Graduate Paramedic before their appointment is confirmed.

### **4. ALLOWANCES**

- 4.1 This clause deals with allowances for Graduate Paramedics where AV requires a Graduate Paramedic to attend a compulsory training course or program as a part of the Graduate Paramedic program, at a venue that is not the employee's normal workplace. For the purposes of these provisions the Graduate Paramedic's "normal workplace" is:
- (a) in the case of a Graduate Paramedic employed within the Metropolitan Region - their appointed administrative location; and
  - (b) in the case of Graduate Paramedic employed within the Rural Region - their rostered branch.
- 4.2 A Graduate Paramedic required to live away from home in order to undertake a compulsory AV training course/induction as a part of the Graduate Paramedic program, will be entitled to payment of the following allowances for the period of the training course/induction:
- (a) an allowance to cover the cost of reasonable accommodation; and
  - (b) meal allowances for breakfast and dinner in accordance with clause 26.14(c) of this Agreement.

Provided that such allowances will not be paid if:

- (c) the Employer provides accommodation and meals; or

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(d) the employee resides within 45 km of the teaching venue.

- 4.3 Graduate paramedics will be reimbursed for the use of a private vehicle in accordance with clause 26.23(a)(ii) of the Agreement for travel to or from the training venue. For the purposes of calculating any reimbursement for the use of a private vehicle, the travel distance will be based on actual kilometres from the Graduate Paramedic's normal workplace or residence to the training venue, whichever is the closest. Where available and mutually agreed, the Graduate Paramedic may be provided with transport for travel to and from the training venue and the employee will not be entitled to the travel allowance.
- 4.4 Graduate Paramedics who reside within 45 km of the training venue shall not be required to live away from home and will not be entitled to the payments in clause 4.1. Such employees may elect to live-in at the training venue, which will be subject to availability of accommodation and the employee meeting any associated costs.
- 4.5 Where a Graduate Paramedic is required to live away from home as provided for under clause 4.1 of Appendix 2, they are entitled to an Incidental Expenses Allowance of \$14.74 per day for each day of attendance at the training venue.

### **5. ON CALL**

A Graduate Paramedic will not be placed "on call" in accordance with clause 39 of this Agreement to respond to cases alone until the Graduate Paramedic has progressed to the GAP Level 3 classification.

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### **APPENDIX 3 - CLINICAL SUPPORT OFFICERS PROVISIONS**

#### **1. USE OF VEHICLES**

A vehicle is provided to all CSO's for use in the following circumstances:

- (a) During periods of rostered on-call.
- (b) Travel to and from shifts and other AV requirements.
- (c) Limited private use during which the CSO must notify the Communications Centre and be logged "on" and available for response. Private travel must occur only in the area normally responded to by the CSO. Private travel outside of this area may only occur with the express written permission of the General Manager - Quality and Education Services.

#### **2. SECONDMENTS TO A TERTIARY INSTITUTION**

CSO's can be seconded to a recognised tertiary institution in a teaching or related capacity for an average period of up to five weeks per annum averaged over 5 years unless otherwise mutually agreed between the parties. The aggregated base rate of pay for CSO's takes into account these duties and the Secondment provisions in clause 28 do not apply to CSO's.

#### **3. COMMENCEMENT AND FINISHING PROVISIONS**

The CSO position requires roster flexibility for the benefit of both the Employer and the employee.

CSOs will provide relief coverage for the Duty Manager during the night shift crib meal break.

#### **4. ALLOWANCES**

The CSO aggregated base rate of pay is inclusive of the Communications Centre allowance, MICA Single Responder Unit allowance and the Late Crib Meal allowances for night shifts. CSOs will not be entitled to claim such allowances separately.

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### **APPENDIX 4 - DUTY MANAGERS PROVISIONS**

#### **1. APPLICATION**

The provisions of this Appendix will only apply to all existing Appointed Duty Managers working in the position of Duty Manager as of the commencement of this Agreement.

#### **2. EXIT PROVISIONS**

Where an existing Appointed Duty Manager exits the appointed position the following will apply:

- (a) AV will continue to pay ESSS contributions at the DM rolled-in rate of pay as it is varied from time to time in accordance with award/enterprise agreements, provided that the employee also maintains contributions at this rate. On resignation or retirement the employee will have his/her superannuation benefits calculated at the current rolled-in rate of pay applying to the DM classification in line with ESSS procedures.
- (b) Such employee will revert to the rate of pay for a Team Manager >10 Staff Year 3.
- (c) If such employee seeks to revert to a Team Manager (TM) position they will be provided with the appropriate training to perform the TM role.
- (d) When a TM position becomes available and the employee and the employer agree that the employee is suitable for the position the employee will be offered the appointment and will be paid at the applicable rate of pay.

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### APPENDIX 5 - AMBULANCE VICTORIA ROLLED-IN RATE OF PAY CALCULATION

The AV rolled-in-rate is a calculation by which all operational shift penalties based on rosters in place across AV are expressed as a monetary value and an average payment is made to each eligible employee in accordance with the number of lines required to fill the rosters.

(a) Determine the number of roster lines required to run the roster in place at each respective Branch (eg 8 lines required for each 10/14 roster).

(b) Categorise each shift into penalty incurring and non penalty incurring shifts (based on 8 hour shifts).

	Day	Afternoon	Night
EG Monday - Friday	no	yes	yes
Saturday	yes	yes	yes
Sunday	yes	yes	yes

(i) 10 and 14 hour shifts are converted to 8 hour shifts for the purposes of penalty calculations for Branches working a strict 10/14 roster as follows:

10 hour shift = 1 x 8 hour shift  
14 hour shift = 2 x 8 hour shifts

(ii) Shifts other than at stand alone 10/14 branches are converted to 8 hour equivalent shifts on the following basis for weekend penalty calculations:

8.5 hour shift	1.0625 x 8 hour shift
9 hour shift	1.125 x 8 hour shift
9.5 hour shift	1.1875 x 8 hour shift
10 hour shift	1.25 x 8 hour shift
10.5 hour shift	1.3125 x 8 hour shift
11 hour shift	1.375 x 8 hour shift
11.5 hour shift	1.4375 x 8 hour shift
12 hour shift	1.5 x 8 hour shift
12.5 hour shift	1.5625 x 8 hour shift
13 hour shift	1.625 x 8 hour shift
13.5 hour shift	1.6875 x 8 hour shift
14 hour shift	1.75 x 8 hour shift

(iii) In circumstances where a shift is longer than 10 hours and finishes after midnight and before 8:00 am the first shift penalty will remain at 4.5% as stated in 26.11 and the second shift penalty will increase from 4.5% to 5%.

(c) Total the number of roster lines required and allocate the penalty shifts across AV into penalty categories.

e.g. \*the total number of afternoon and night shifts incurring a loading of 4.5% of the Ambulance Paramedic aggregated rate and the total number of additional night shift penalties incurring a loading of 5% of the Ambulance Paramedic aggregated rate.

e.g. \*the total number of additional night shift penalties incurring a loading of 0.5% of the Ambulance Paramedic aggregated rate.

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\*the total number of Saturday and Sunday shifts, as these incur an additional penalty payment of 50%.

(d) Upon verification of the above information, the rolled-in-rate penalty is calculated for each eligible operational classification.

### (i) Aggregated Weekly Base Rate

Base Rate+CEP/MICA allow.+SIPS+  
(\$36.25) meal allow.

Aggregated Weekly Base  
Rate (A)

### (ii) Shift Penalty

AP Base+CEP/MICA allow.+SIPS  
(\$36.25) meal allow. x 4.5% =

Shift Penalty per shift (B)

### (iii) Total number of roster lines

Total number of roster lines

Roster lines (C)

### (iv) Afternoon/Night Penalty Calculation

Total afternoon and Night shift  
penalties x (B) Shift Penalty

Total Shift Penalty  
payments

(v) Night Shift penalty(additional 0.5%)  
x number of night shifts

Total Additional Night Shift Penalties

### (vi) Saturday Shift penalties

Total Saturday Shifts x (A) Aggregated  
Weekly Base Rate /5/38\*40\*50% =  
divided by 5 to calculate daily rate  
divided by 38 due to 38 hour week  
multiplied by 40 due to 40 hour roster  
multiplied by 50% weekend penalty

Total Saturday Penalty  
Payments

### (vii) Sunday Shift Penalties

Total Sunday Shifts x (A) Aggregated  
Weekly Base Rate / 5 / 38 \* 40 \* 50% =

Total Sunday Penalty  
Payments

divided by 5 to calculate daily rate  
divided by 38 due to 38 hour week  
multiplied by 40 due to 40 hour roster  
multiplied by 50% weekend penalty

### (viii) Total Value of Penalty Payments

Sum of points (iv), (v), (vi) and (vii)

Total Shift Penalty Payments  
Total Saturday Penalty  
Payments  
Total Sunday Penalty

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Payments  
Total Additional Night Shift  
Penalties  
Total Penalty Payments (P)

(ix) Weekly Rolled-In-Rate Penalty Component

(P) Total Penalty Payments / (C) Roster lines      Weekly RIR Penalty Payment  
(RIR penalty is rounded to the nearest  
5c) =

(x) Summary of Total Weekly Wage

Aggregated Weekly Base Rate (A) + Total weekly wage  
Weekly RIR Penalty Payment

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**APPENDIX 6 – ALLOWANCE RATES OVER THE LIFE OF THE AGREEMENT**

<b>Allowance</b>	<b>Effective first pay period on or after 01 January 2015</b>	<b>Effective first pay period commencing on or after 01 July 2015</b>	<b>Effective first pay period commencing on or after 01 July 2016</b>
<b>Operational Crewing Allowance Clause 26.17</b>			
Eligible operational employees remunerated at or below Relieving Paramedic	\$0.53 per hour	\$0.55 per hour	\$0.57 per hour
Eligible Graduate Ambulance Paramedics	\$0.53 per hour	\$0.55 per hour	\$0.57 per hour
Eligible employees rostered to stretcher duties as a single officer crew	\$1.93 per hour	\$1.99 per hour	\$2.05 per hour
<b>Communications Centre Allowance Clause 26.7</b>			
Per shift of 8 hours	\$6.52 per shift	\$6.72 per shift	\$6.92 per shift
Per rostered hour in excess of 8 hours	\$0.82 per hour	\$0.84 per hour	\$0.87 per hour
<b>Sessional Clinical Instructor Allowance Clause 26.8</b>	\$3.90 per hour	\$4.02 per hour	\$4.14 per hour
<b>Overnight Travel Allowance Clause 26.14(f)</b>	\$19.99 per night	\$20.59 per night	\$21.21 per night
<b>On-Call Allowance Clause 39</b>	\$6.13 per hour	\$6.31 per hour	\$6.50 per hour
<b>Non-Rostered On-Call Clause 40</b>	\$12.25 per hour	\$12.62 per hour	\$13.00 per hour
<b>Incidental Expenses Clause 4.5 of Appendix 2</b>	\$14.74 per day	\$15.18 per day	\$15.64 per day



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### **APPENDIX 7 – RESERVED MATTERS**

#### **1. RESERVED MATTERS**

- 1.1 It is a term of this Agreement that the parties will continue discussions on the matters listed in sub-clause 1.2 of Appendix 7 to finalise them in accordance with the processes and safeguards in this clause.
- 1.2 The matters are:
- (a) Rolled in Rate; and
  - (b) Meal Break Management Arrangements.
- 1.3 The parties will participate in Reviews of the Rolled in Rate and Meal Break Management arrangements. It is the objective of the parties to reach a consensus on recommendations arising from the reviews and the implementation of any recommendations. Only agreed recommendations will be considered for implementation. Where a dispute arises about the implementation of any recommendations the assistance of the FWC would be sought to conciliate the matter. The parties agree that the dispute will not be arbitrated.
- 1.4 The terms of these two Reviews are contained below in Parts 2 and 3.
- 1.5 The parties agree that if they are unable to reach agreement on the pay rates for paramedic and related classifications (as defined in clause 4.4 of Appendix 7) based on work value, this dispute will be dealt with under clause 9.9 of the Resolution of Disputes and Grievances clause. Clause 9.9 provides that there will be a FWC consent arbitration on the work value of paramedic and related classifications. It is agreed that the following process will apply to a work value arbitration:
- (a) It is agreed between the parties that the work value arbitration will be undertaken by a Full Bench of the FWC.
  - (b) Any arbitrated decision of the Full Bench of the FWC will be accepted by the parties as final and binding.
- 1.6 The parties agree to form a joint working party prior to the commencement of the work value arbitration. Its purpose will be to identify areas of agreement and disagreement about changes to work which may be relevant to a work value assessment. The operation of the Working Group is set out below in Part 4.
- 1.7 The parties agree that the work value arbitration by the Fair Work Commission will be conducted in accordance with the Work Value Principles set out below in Part 4.
- 1.8 The parties agree that the work value arbitration will commence as soon as possible with a target commencement date of 1 April 2015 or as otherwise agreed between the parties.
- 1.9 The operative date for any increases to pay rates arising from the work value arbitration will be 1 July 2015 or the date of final determination by the FWC of any outcome, whichever is the earlier.

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### **2. TERMS OF THE ROLLED IN RATE REVIEW**

- 2.1 The parties agree to conduct a Rolled in Rate Review as an outcome of the current enterprise bargaining process.
- 2.2 The Review will be convened by an independent Chairperson agreed by the parties. Where the parties are unable to agree on the Chairperson, the FWC Panel Head will be requested to appoint a FWC Member as the Chairperson after consultation with the parties.
- 2.3 The Rolled in Rate Review will comprise 4 x AV representatives, 4 x employee representatives (1 nominated by EMSPA and 3 nominated by the AEA) and 1 x Department of Health Representative. The Rolled in Rate Review will be conducted within the first 12 months of the Agreement.
- 2.4 The parties agree that the Review Committee will operate by consensus and that the representatives on the Committee will not be a voting group.
- 2.5 The purpose of the Review is to determine whether the current Rolled in Rate formula is still an appropriate model for the payment of shift penalties or whether an alternative model should be developed.
- 2.6 Issues to be examined in Rolled in Rate Review (including but not limited to):
- (a) Identification of benefits and deficiencies of the current Rolled in Rate.
  - (b) Rolled in rate models in other emergency services.
  - (c) Impact of any proposed changes on:
  - (d) Superannuation
    - (i) Other provisions in the Enterprise Agreement
    - (ii) Employees who work less shift work
  - (e) Strategies for minimising adverse effects of any proposed changes.
- 2.7 The parties agree that as part of the review, employees will be invited to have input into the review. The process for ensuring employee engagement will be determined by the Review Committee.
- 2.8 Conduct of the Rolled in Rate Review
- (a) The Chairperson's responsibilities will be:
    - (i) scheduling and notifying Rolled in Rate Review members of meetings;
    - (ii) preparation of an agenda for each meeting;
    - (iii) facilitating meetings pursuant to the agenda and time available; and

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- (iv) any additional responsibilities of the Chairperson shall be by agreement between the parties.
- (b) An Administrative Support Officer may be appointed to provide secretarial assistance to the Chairperson.
- (c) Meetings will occur on a minimum monthly basis. Additional meetings will be established as required.
- (d) The Chairperson will provide Rolled in Rate Review members via email with meeting agendas and any other documents for discussion not less than 3 working days prior to the scheduled meeting.
- (e) Meetings will be held at the Fair Work Commission (or alternating locations determined by Chairperson).

### **2.9 Costs of the Rolled in Rate Review**

- (a) All costs associated with the Chairperson and any administrative support, including travel costs, will be shared by the parties.
- (b) Where a party engages any expert assistance that party is responsible for all costs associated with the expert's engagement/attendance.

### **2.10 Rolled in Rate Review Outcome**

- (a) The Review Committee will identify and make recommendations to the parties on the rolled in rate provisions, including the implementation of such recommendations. Such recommendations must be agreed by all the members of the Committee.
- (b) Any mutually agreed recommendations from the Review may be considered by the parties as a basis for changes to existing practices or policies or variation to the existing or new industrial instruments.
- (c) Disputes regarding the implementation of outcomes from the Review may be referred to the Fair Work Commission for conciliation only
- (d) For avoidance of doubt the parties agree that any disputes about the outcomes or the implementation of outcomes of the rolled in rate review will not be the subject of arbitration and the parties agree that the Resolution of Disputes and Grievances procedure has no application to any other dispute over the Review.

## **3. TERMS OF THE MEAL BREAK MANAGEMENT REVIEW**

### **3.1 The parties agree and acknowledge that Meal Break Management is a significant issue for Ambulance Victoria and its employees in regard to:**

- (a) Service provision; and
- (b) The health, safety and welfare impacts on its employees

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- (c) In this respect, the parties accept that Meal Break Management should not solely be examined and considered in the context of provisions in the Enterprise Agreement and the parties have agreed to also consider this issue more broadly external to the current bargaining process.
- 3.2 AV, AEA- V and EMSPA are committed to working together to examine and develop mutually beneficial improvements to Meal Break Management within the ambulance service in Victoria through their participation in a Meal Break Management Review.
- 3.3 The Meal Break Management Review will be chaired by an independent Chairperson. Where the parties are unable to agree on the Chairperson, the FWC Panel Head will be requested to appoint a FWC Member as the Chairperson after consultation with the parties.
- 3.4 The Meal Break Management Review will comprise 4 x AV representatives, 4 x employee representatives (3 nominated by AEA and 1 EMSPA) and 1 x Department of Health representative.
- 3.5 The Meal Break Management Review will be conducted within the first 12 months of the Agreement.
- 3.6 The Parties agree that the Review Committee will operate by consensus and that the representatives on the Committee will not constitute a voting group.
- 3.7 Matters to be examined in Meal Break Management Review (including but not limited to):
  - (a) Establishing whether there are issues with the current management of meal breaks
  - (b) Identification of the issues which may include:
    - (i) inability of employees to gain access to meal breaks
    - (ii) meal break interruption
    - (iii) impact on service provision when meal breaks are being taken
  - (c) Examination of solutions to any identified issues which may include:
    - (i) other meal break models in the emergency response environment
    - (ii) variations in meal break start times
    - (iii) resourcing in relation to meal breaks
    - (iv) the call taking and dispatching system in relation to meal breaks
  - (d) Objectives of the parties in identifying solutions to meal break management issues:
    - (i) improve access to meal breaks
    - (ii) lessen disruption of meal breaks

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- (iii) balancing the needs of the community for ambulance services and the health and welfare needs of employees
- (e) The parties agree that as part of the review, employees will be invited to have input into the review. The process for ensuring employee engagement will be determined by the Review Committee.

### **3.8 Procedure for Conducting of Meal Break Management Review**

- (a) The Chairperson's responsibilities will be:
  - (i) scheduling and notifying Meal Break Management Review members of meetings;
  - (ii) preparation of an agenda for each meeting;
  - (iii) facilitating meetings pursuant to the agenda and time available
- (b) Any additional responsibilities of the Chairperson shall be by agreement between the parties.
- (c) An Administrative Support Officer may be appointed to provide secretarial assistance to the Chairperson.
- (d) Meetings will occur on a minimum monthly basis. Additional meetings will be established as required.
- (e) The Chairperson will provide Meal Break Management Review members via email with meeting agendas and any other documents for discussion not less than 3 working days prior to the scheduled meeting.
- (f) Meetings will be held at the Fair Work Commission (or alternating locations determined by Chairperson).

### **3.9 Costs of the Meal Break Management Review**

- (a) All costs associated with the Chairperson and any administrative support, including travel costs, will be shared equally by the parties.
- (b) Where a party engages any expert assistance that party is responsible for all costs associated with the expert's engagement/attendance.

### **3.10 Meal Break Management Review Outcome**

- (a) The Review will identify and make agreed recommendations on improving Meal Break Management.
- (b) Any mutually agreed recommendations from the Review may be considered by the parties as a basis for changes to existing practices or policies or variation to the existing or new industrial instruments.
- (c) Disputes regarding the implementation of outcomes from the Review may be referred to the Fair Work Commission for conciliation only

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- (d) For avoidance of doubt the parties agree that any disputes about the outcomes or the implementation of outcomes will not be the subject of arbitration and the parties agree that the Resolution of Disputes and Grievances procedure has no application to any other dispute over the Review.

### **4. PARAMEDIC WORK VALUE**

- 4.1 AV, AEA-V and EMSPA (hereinafter the parties) agree that if they are unable to reach agreement on the pay rates for paramedic and related classifications based on work value a consent arbitration will be conducted by the Fair Work Commission (FWC) on the work value of paramedic and related classifications as soon as possible with a target commencement date of 01 April 2015.

#### **4.2 Process for preparing for FWC proceedings**

- (a) A joint Work Value Working Party will be formed comprising 4 representatives from the employer and 4 representatives of employees. A Department of Health representative may also attend the work value working party.
- (b) The Work Value Working Party can determine any additional assistance it may need from time to time.
- (c) The Work Value Working Party will prepare a Report which will set out the parties' agreed facts and will also identify those matters which are not agreed between the parties.
- (d) A report will be completed within three months by the Working Party. This period may be extended by agreement between the parties.
- (e) The parties may bring to the Working Group any documents which will assist the group to identify agreed facts.

#### **4.3 Work Value Principles**

The parties agree that the following work value principles would be those adopted by the Commission over many decades:

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.
  - (i) In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant internal award classification structure but also against external classifications to which that structure is related. There must be no likelihood of wage "leapfrogging" arising out of changes in relative position.

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- (ii) These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this provision.
- (b) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification or where it is performed only by some of the persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.
- (c) The time from which work value changes in an award should be measured is the date of the last non-economic movement.
- (d) Care should be exercised to ensure that changes which were or should have been taken into account in any previous work value adjustments or in a structural efficiency exercise are not included in any work evaluation under this provision.
- (e) Where the tests specified in (a) are met, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment should normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work.
- (f) The expression "the conditions under which the work is performed" relates to the environment in which the work is done.
- (g) The Commission should guard against contrived classifications and over classification of jobs.
- (h) Any changes in the nature of the work, skill and responsibility required or the conditions under which the work is performed, taken into account in assessing an increase under any other provision of this Statement of Principles, shall not be taken into account in any claim under this provision.

### 4.4 Paramedic and Related Classifications

The following classifications will be included in the paramedic work value review/arbitration (referred to as "paramedic and related classifications" for the purpose of appendix 7 and clause 9.9 of this Agreement).

ALS AMBULANCE PARAMEDIC
ALS COMMUNICATIONS SUPPORT PARAMEDIC
ALS DUTY MANAGER
ALS FLIGHT COORDINATOR
ALS FLIGHT PARAMEDIC
ALS FLIGHT PARAMEDIC TEAM MANAGER
ALS PARAMEDIC COMMUNITY SUPPORT COORDINATOR
ALS PARAMEDIC EDUCATOR

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ALS REFERRAL SERVICE TRIAGE PRACTITIONER
ALS RELIEVING PARAMEDIC
ALS SENIOR RESERVE PARAMEDIC
ALS SENIOR TEAM MANAGER
ALS STATION OFFICER
ALS TEAM MANAGER <10 STAFF
ALS TEAM MANAGER >10 STAFF
BLS AMBULANCE PARAMEDIC
BLS FLIGHT COORDINATOR
BLS RELIEVING PARAMEDIC
BLS SENIOR TEAM MANAGER
BLS STATION OFFICER
BLS TEAM MANAGER
CLINICAL SUPPORT OFFICER
COMMUNICATIONS CENTRE CLINICIAN
GAP LEVEL 1
GAP LEVEL 2
GAP LEVEL 3
MICA COMMUNICATIONS SUPPORT PARAMEDIC
MICA DUTY MANAGER
MICA FLIGHT COORDINATOR
MICA FLIGHT PARAMEDIC
MICA FLIGHT PARAMEDIC SENIOR TEAM MANAGER
MICA FLIGHT PARAMEDIC TEAM MANAGER
MICA PARAMEDIC
MICA PARAMEDIC COMMUNITY SUPPORT COORDINATOR
MICA PARAMEDIC EDUCATOR
MICA PARAMEDIC EDUCATOR SINGLE RESPONDER
MICA PARAMEDIC SINGLE RESPONDER
MICA REFERRAL SERVICE TRIAGE PRACTITIONER
MICA RELIEVING PARAMEDIC
MICA SENIOR RESERVE PARAMEDIC
MICA SENIOR RESERVE PARAMEDIC SINGLE RESPONDER
MICA SENIOR TEAM MANAGER / MICA SENIOR TEAM MANAGER SINGLE RESPONDER
MICA TEAM MANAGER <10 STAFF
MICA TEAM MANAGER <10 STAFF SINGLE RESPONDER
MICA TEAM MANAGER >10 STAFF
MICA TEAM MANAGER >10 STAFF SINGLE RESPONDER
MICA TRAINEE
RESOURCE OFFICER TRAINEE (OPERATIONAL)



**Ambulance Victoria Enterprise Agreement 2015**

RESOURCE OFFICER (OPERATIONAL)
RESOURCE PLANNING OFFICER (OPERATIONAL)

Ambulance Victoria Enterprise Agreement 2015

**SIGNATURE PAGE**

**Executed as an Agreement**

**Signed on behalf and with the authority of Ambulance Victoria by:**

Signature of Authorised Person: Warren Cause

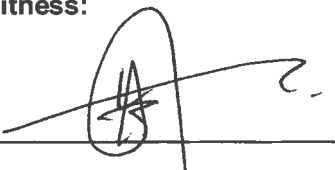
Name in Full: WARREN CHARLES CAUSE

Address: 2/ 375 MANNINGHAM RD, DONCASTER

Position: EMPLOYEE RELATIONS MANAGER

Date: 23 APRIL 2015.

**In the presence of this Witness:**

Signature of Witness: 

Name in Full: Lee Azfar

Address: 375 Manningham Rd, Doncaster

Position: Employee Relations Specialist

Date: 23 April 2015

**Ambulance Victoria Enterprise Agreement 2015**

**Signed on behalf and with the authority of United Voice (Ambulance Employees Australia) by:**

Signature of Authorised Person: Steve McGhie

Name in Full: STEVE MCGHIE

Address: 117-131 CAPEL ST NTH MELBOURNE 3051

Position: GENERAL SECRETARY

Date: 23 APRIL 2015

**In the presence of this Witness:**

Signature of Witness: Amanda Kaczmarek

Name in Full: AMANDA KACZMAREK

Address: 117-131 CAPEL ST NTH MELBOURNE 3051

Position: INDUSTRIAL OFFICER

Date: 23 APRIL 2015

**Ambulance Victoria Enterprise Agreement 2015**

**Signed on behalf and with the authority of Emergency Medical Services Protection Association (Vic) by:**

Signature of Authorised Person: \_\_\_\_\_

Name in Full: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**In the presence of this Witness:**

Signature of Witness: \_\_\_\_\_

Name in Full: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



## UNDERTAKING

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**), Ambulance Victoria undertakes to the Fair Work Commission that, while the Ambulance Victoria Enterprise Agreement 2015 (**the Agreement**) is in operation, clause 51.4(a) of the Agreement will operate as follows:

### *51.4 Right to Request*

- (a) *To assist an employee in reconciling work and parental responsibilities, an employee entitled to parental leave may request AV to:*
- (i) *extend the period of simultaneous parental leave provided for in clause 51.3(b) up to a maximum of 8 weeks;*
  - (ii) *extend the period of parental leave provided in clause 51.3(a) by a further continuous period of leave not exceeding 12 months (up to 104 weeks in total);*
  - (iii) *return from a period of parental leave on a part-time basis **while the child is of school age or younger.***

**WARREN CRUSE**  
**EMPLOYEE RELATIONS MANAGER**  
on behalf of Ambulance Victoria

**Dated:** 5 May 2015