



NATIONAL PATIENT TRANSPORT ENTERPRISE AGREEMENT 2022.

Ambulance Employees Australia (Vic)

LOG OF CLAIMS

1 Title

- 1.1 The new agreement should be known as the National Patient Transport Pty Ltd Victorian Employees Enterprise Agreement 2022 (“the Agreement”).

2 Date of Operation

- 2.1 The Agreement should operate from 1 July 2022 and have a nominal expiry date of 30 June 2025.
- 2.2 The parties agree to commence negotiations, in good faith, no less than twelve months before the nominal expiry date of the Agreement.

3 Existing Conditions

- 3.1 No diminution of existing conditions.

4 Wages Annual Quantum Increases

4.1 In recognition of the current rising cost of living in Australia and additionally that employee wages must not effectively be diminished by these increasing costs of living, the AEAU seeks an interim wage increase of 3% payable from 1 January 2023.

4.2 Additional to the above interim increase, the AEAU seeks annual wage increases for its members equal to the Annual Australian Consumer Price Index (CPI) per annum for each year of the Agreement as follows:

- 3% interim increase from 1 January 2023
- CPI increase from 1 July 2023
- CPI increase from 1 July 2024
- CPI increase from 1 July 2025

4.3 Should there be a delay beyond 1 January 2023 in the Agreement's ratification, the interim wage increase will be backdated to 1 January 2023.

4.4 Subsequent annual CPI increases become payable in the first pay period after they are due.

5 Pandemic Recognition Payment

5.1 In recognition of the extraordinary efforts of AEAU members in supporting NPT's viability and profitability during the COVID 19 Pandemic, each NPT employee covered by the Agreement will receive a \$2000.00 bonus payable in the first pay period after the Agreement comes into operation.

5.2 Full-time NPT employees covered by the Agreement will receive the bonus in full in the first full pay period after 1 July 2022.

5.3 Part-time and casual NPT employees covered by the Agreement will receive the bonus in the first full pay period after 1 July 2022 on a pro-rata basis calculated as:

(Average ordinary hours worked per week for the preceding six months /38) x \$2000.00 = Pandemic Payment.

6 Classification Structure

6.1 The AEAV recognises that its members employed by NPT and covered by this agreement are significantly underpaid compared to employees engaged in non-emergency patient transport duties (“NEPT”) for Ambulance Victoria (“AV”).

6.2 The AEAV claims that, in addition, to claim 5 above, the commencing hourly rate of pay for each NPT employee covered by the Agreement be increased to wage parity with AV NEPT Year 1 employees.

6.3 To retain and recognise valuable experienced AEAV member NPT employees, the AEAV requires the implementation of yearly increments to the hourly rate of NPT employees for each year (twelve months) of continuous service up to a maximum of nine years of 2% per year. Yearly incremental recognition of service payments will be on the anniversary of employee engagement.

6.4 Agreed yearly increments would apply equally to part-time and casual employees covered by the Agreement for each year of continuous

employment at NPT. Each employee at the commencement of the agreement will align to a classification yearly increment in line with years of employment with NPT.

7 Allowances Over the Life of the Agreement

- 7.1 All allowances in this agreement will increase annually by the agreed annual quantum increases.

8 Meal Allowance

- 8.1 In recognition of the rising cost of living, the daily meal allowance payable to employees will be increased to \$30.00/paid meal break.

- 8.2 Employees required to work more than five consecutive hours without being released from duty for a paid thirty-minute meal break will be compensated with an additional one hours pay/hour or part thereof for every hour that they continue to work beyond the five consecutive hours until they are released from duty to enable them to commence and complete said break.

- 8.3 Additionally, where an employee has been called back to duty after commencing their thirty-minute meal break but has not completed said break, they will be compensated with a spoilt meal allowance of \$25.00 for each case completed until released from duty to recommence and complete their thirty-minute meal break in its entirety.

- 8.4 Employees required to work overtime of more than two hours beyond the start or finish of their rostered shift will be compensated with an overtime meal allowance payment of \$30.00 for each occasion.

9 Employer Initiated Workplace Transfers

- 9.1 Employees who the employer requires to relocate to another workplace for any reason shall be compensated a daily allowance of \$50.00/rostered day of work.
- 9.2 Additionally, relocating employees will be compensated when using their vehicles to travel to and from work at the Australian Taxation Office's per kilometre rate for their vehicle's engine capacity.
- 9.3 This compensation will be payable on the difference in total distance between the employee's usual residence and their original workplace location and the distance from the employee's usual place of residence and the new workplace location. This distance is measured by the quickest route possible, not as the crow flies.
- 9.4 The above compensation is payable for each employer requested change to an employee's workplace location but is not cumulative.
- 9.5 The above compensation is only payable to permanent full-time and part-time employees.
- 9.6 The above compensation is payable for a maximum of twelve months.

10 Contact Outside of Rostered Hours

- 10.1 Where NPT contacts an employee for any reason outside of their normal rostered hours to discuss employment matters of any type, the affected employee will be compensated as if recalled to duty (claim 11.3).

11 On Call and Recall to Duty

- 11.1 Employees required to be on call will be compensated at the rate of 20% of the hourly rate for each hour or part thereof whilst on call.
- 11.2 Employees recalled to duty whilst on call will be paid for all time worked or a minimum of four hours pay, whichever is greater, at double the ordinary rate of pay.
- 11.3 An employee recalled to duty before or after the cessation of a rostered shift, who is not on call, will be compensated at double the ordinary hourly rate for all time worked with a minimum payment of four hours of double the ordinary hourly rate of pay.

12 Roster Review

- 12.1 Within the first twelve months of the Agreement being approved by the Fair Work Commission, NPT agree to review staffing levels and rosters in conjunction with the AEAU. The goal of the review is to ensure that NPT employs sufficient staff to meet anticipated and actual demand for service and that roster times are appropriately matched with demand ebb and flow to reduce levels of incidental overtime.

- 12.2 The review will consider the Unit Hour Utilisation metric to assess whether staffing levels and rostering practices provide for staff welfare in addition to meeting the demand for service. A UHU of 40% will be the accepted standard.

13 Annual Leave

- 13.1 NPT will facilitate employees taking annual leave in blocks of less than one week when employees provide no less than four weeks' notice of the intention to do so, or otherwise with less notice by agreement or in exceptional circumstances.

14 Clinical Instructor

- 14.1 A new classification of Ambulance Transport Attendant Clinical Instructor ("ATACI") be created and inserted into the classification agreement.
- 14.2 ATACIs will be remunerated at the ordinary hourly rate of \$35.00/hr before any annual quantum increase in the Agreement is applied. The ATACI rate of pay will be payable for all purposes regardless of whether an ATACI is actively mentoring an employee.
- 14.3 Minimum qualifications for an employee to hold this employment classification are four years of consecutive service as an Ambulance Transport Attendant, a recognised degree or diploma, and a Certificate IV in Training and Assessment ("TAE") equivalent.
- 14.4 Any Ambulance Transport Attendant that was, before 20 April 2016, a Clinical Instructor employed by NPT and who does not have a TAE will be

assisted by NPT to obtain such qualification at NPT's expense and through their facilitation of the provision of a reasonable amount of paid time off to complete said qualification.

14.5 NPT will provide access to a recognised TAE course, reimbursement of TAE course fees and expenses, and paid time off to complete a TAE course for any new Clinical Instructors appointed after the commencement of the Agreement.

14.6 NPT will facilitate enough ATACIs to facilitate any legislated supervised clinical practice of new employees, on the job performance improvement of existing employees, and legislated annual skills maintenance training.

15 Skills Maintenance/Annual Skills Recertification

15.1 Paid time during rostered shifts should be allocated to each employee as required for them to complete any online learning modules associated with an employee's annual skills recertification.

15.2 Where the required time to complete online learning modules cannot be allocated during rostered shifts due to operational demand, thus requiring employees to complete said modules in non-work time, they will be compensated with a payment of four hours at double their ordinary hourly rate of pay or the agreed estimated time for completion of the modules or whichever is the greater.

16 Continuous Professional Development

- 16.1 NPT recognises the importance of the role of continual professional development of its staff as enhancing service delivery quality, patient care, and workplace relations.
- 16.2 NPT commits to providing five days per calendar year of facilitated Continuing Education Days (“CEDs”) covering areas such, for example, clinical enhancement/consolidation, manual handling, infection control and workplace relations.
- 16.3 CEDs will be delivered during usual work hours in the first instance.
- 16.4 Where it is not operationally viable to deliver CEDs during normal rostered hours, attending staff will be compensated at double the ordinary hourly rate for the duration of the CED with a minimum payment of four hours.
- 16.5 Annual skill recertification is not to be counted as a CED.

17 Clinical Governance

- 17.1 In addition to the Non-Emergency Patient Transport Regulations 2016 (Vic) Part 5 requirements for the mandated Clinical Oversight Committee make-up, the committee will include one representative nominated by the AEA.V. That person may be an employee of NPT, an AEA.V official or another suitable person nominated by the AEA.V.

18 Workplace Health and Safety

18.1 The parties agree and recognise that workers have a fundamental right to a healthy and safe workplace environment.

18.2 The parties recognise that the nature of the patient transport industry is recognised as an uncontrolled manual environment.

18.3 Essential equipment such as stretchers, patient transport vehicles, and manual handling equipment are fundamental to the facilitation of a safe work environment.

18.4 **Stretchers**

18.4.1 To ensure a safe environment for employees and patients, where a patient to be transported requires a stretcher for transport, the following applies:

- (i) Low Acuity Patients – a maximum of two patients, one per stretcher, in the vehicle's patient compartment.
- (ii) Medium Acuity Patients – a maximum of one stretcher patient in the vehicle's patient compartment.
- (iii) High Acuity Patients – a maximum of one stretcher patient in the vehicle's patient compartment.

18.4.2 Where a vehicle is used to transport low acuity stretcher patients in a double stretcher configuration, there must be a minimum of 350mm between stretchers.

- 18.4.3 All stretcher vehicles must be fitted with powerlifter stretchers.
- 18.4.4 Stretcher vehicles already in service before 30 November 2021 must be retrofitted with powerlifter stretchers by 30 November 2024.
- 18.4.5 Any stretchers of a type similar to or the same as a Ferno 50-E will be removed from service within three months of this agreement commencing and replaced with a powerlifter stretcher or a mutually agreed alternative stretcher until a powerlifter stretcher can be installed.

18.5 **Vehicle Life Arrangements**

18.5.1 Patient transport vehicles are an essential piece of equipment that always needs to be safe and serviceable to ensure both employee and patient safety.

18.5.2 All vehicles used for patient transport are to be serviced every 10000 km. Servicing must include at a minimum air-conditioning and stretcher servicing and repair of any interior faults, including the patient compartment.

18.5.3 All fixtures and fittings must be inspected, serviced, repaired, tightened, and secured annually.

18.5.4 All vehicles, regardless of fuel type, must be disposed of from the fleet when their odometer reading exceeds 400000 km.

18.5.5 Any applications for extension to a vehicle's life whose odometer exceeds 400000 km must be approved by the AEAV and must include evidence that

- (1) That the vehicle has only be used for rural transport, and
- (ii) That a new engine and transmission have been installed, and
- (iii) That new shock absorbers have been installed, and
- (iv) That a new driver's and passenger's seat have been installed, and
- (v) An engineer's certificate indicating that a vehicle complies with the *Road Safety (vehicles) Regulations 2021 (Vic)*, *Vehicle Standards Bulletin Compliance 14 (VCM14)*, and *Australian Design Regulations (ADR)*, and these certificates must be provided annually until the vehicle reaches an odometer reading of 600000 km at which time the vehicle must be removed from the fleet.

18.6 Manual Handling Patient Transfer Equipment

18.6.1 Manual handling and manoeuvring of patients is an inherently risky procedure accounting for a significant number of workplace injuries. To reduce this inherent risk, the parties agree that the following equipment must be available on all patient transport stretcher vehicles.

18.6.2 All vehicles will be fitted with a Mangar Elk lifting cushion or similar device within six months of the Agreement coming into operation.

18.6.3 In addition to powered lifting cushions, every patient transport stretcher vehicle must have the following manual handling equipment as a minimum:

- (i) 1 x long patient slide
- (ii) 3 x short patient slide
- (iii) 1 x boomerang patient slide
- (iv) 3 x slide sheets
- (v) 1 x carry canvas
- (vi) 5 x yellow patient manoeuvring straps
- (vii) 1 x walk-assist belt

(viii) 1 x scoop type stretcher

(ix) 4 x detachable handles for a scoop stretcher

19 Minimum Facilities at Workplaces

19.1 NPT will provide, as a minimum, facilities at all NPT fixed and mobile workplaces that comply with the draft WorkSafe compliance code for *“Workplace facilities, amenities and work environment.”*

20 Pandemic Provisions

20.1 Where an employee is identified as being COVID 19 positive or a close contact of a COVID 19 positive person, they will isolate for seven days. Isolation will be deemed as Special COVID Leave. Employees will not be required to utilise personal leave entitlements for isolation.

20.2 Employees required to isolate will be paid as if they were on their usual rostered shift for that period of isolation, including any allowances usually attracted by those shifts, except the meal allowance.

20.3 For the duration of the COVID 19 Pandemic, employees with patient-facing duties will be paid an additional \$75.00/rostered shift.

20.4 These arrangements will exist for any other pandemic as identified by the Victorian Department of Health from time to time.

21 Casual Sick/Personal Carer's Leave

- 21.1 Casuals will be entitled to five paid days per year for each year of employment as sick or carer's leave.
- 21.2 Any unused personal leave in twelve months carries over to subsequent years of employment.
- 21.3 Provision of a medical certificate or statutory declaration as evidence of injury or illness will not be required for a maximum of one sick/carer's leave day.
- 21.4 Any unused sick/carer's leave at the time of employment with NPT ending will not be paid out on termination.

22 Parental Leave

- 22.1 Paid maternity/adoption leave be increased from six weeks to fourteen weeks.
- 22.2 Birth partner parental leave be increased so as to be equal to the paid maternity/adoption leave entitlement.
- 22.3 Parental leave will be paid at the base rate of pay.
- 22.4 All parents have the option to take parental leave at half pay thus doubling the amount of parental leave available to use.

23 Bullying/Harassment/Discrimination

- 23.1 Bullying, harassment and discrimination in a workplace are unlawful behaviours. NPT agrees to the insertion of a response to bullying,

harassment, or discrimination clause into the Agreement like the below example.

23.2 Bullying, Harassment and Discrimination Example

- a) National Patient Transport is committed to providing equity of opportunity in employment and to achieving an employment environment that is free from bullying, harassment, and discrimination and supportive of the dignity and self-esteem of every employee.
- b) National Patient Transport undertakes to put in place measures designed to prevent workplace bullying, including but not limited to facilitated meetings, mediation and providing appropriate training in the prevention of bullying to existing and new employees.
- c) All employees are required to:
 - i. personally demonstrate appropriate behaviour;
 - ii. take reasonable care to ensure their own safety and health; and
 - iii. avoid adversely affecting the safety or health of any other person through any act of workplace bullying or omission to deal with acts of bullying.
- d) Where an allegation of workplace bullying arises, in the first instance the parties involved should attempt to address the matter between themselves.
- e) If the parties are unable to resolve the matter, the appropriate manager is responsible for attempting to resolve complaints of workplace bullying promptly, confidentially, and impartially.
- f) If the complaint remains unresolved, either party or the manager may refer the matter for an external independent investigation. National Patient Transport shall be responsible for ensuring any independent investigation into such matters is commenced and concluded in a timely

manner and will provide all parties to the complaint with procedural fairness. All parties will be notified of the outcome of the investigation.

- g) A range of disciplinary actions for findings of workplace bullying, harassment or discrimination may be taken including up to, but not limited to, termination of employment. Termination of employment should be seen as an option of last resort.

24 Diversity

- 24.1 NPT shall ensure that they actively promote equality of opportunity for and good relations between all persons irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion or belief.
- 24.2 NPT commits to providing services that embrace diversity and promotes equality of opportunity and shall ensure that they are embedded in day to day working practices with customers, colleagues, and partners.

25 Performance Management and Disciplinary Procedure

- 25.1 The AEAV contends that the current NPT performance management and disciplinary procedures are inadequate and fail to adequately protect the interests of employees covered by this Agreement.
- 25.2 The AEAV and NPT will agree on new formal performance management and disciplinary processes to come into effect upon the approval of the Agreement by FWA.

26 Log of Claims Amendments

- 27.1 The AEAV reserves the right to amend or add to this log of claims as negotiations progress.