



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**National Patient Transport Pty Ltd T/A National Patient Transport Pty Ltd**  
(AG2023/2357)

## **APPLICATION FOR APPROVAL OF THE NATIONAL PATIENT TRANSPORT PTY LTD VICTORIAN EMPLOYEES ENTERPRISE AGREEMENT 2023**

Ambulance and patient transport

COMMISSIONER JOHNS

MELBOURNE, 24 JULY 2023

*Application for approval of the National Patient Transport Pty Ltd Victorian Employees  
Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *NATIONAL PATIENT TRANSPORT PTY LTD VICTORIAN EMPLOYEES ENTERPRISE AGREEMENT 2023* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by National Patient Transport Pty Ltd T/A National Patient Transport Pty Ltd. The Agreement is a single enterprise agreement.

[2] An assessment of the Agreement has identified a clause that may be inconsistent with the National Employment Standards (**NES**). In particular, the term relating to:

a) Clause 14(f): Redundancy.

[3] Therefore, employees should give careful consideration to the NES and not assume that the Agreement is the totality of their rights, especially in relation to the subject matters contained in the clause referred to above.

[4] Noting the NES precedence clause (clause 7), to the extent that any clause in the Agreement is inconsistent with the NES, it is not an impediment to the approval of the Agreement.

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

[6] The Transport Workers' Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 July 2023. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

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**NATIONAL PATIENT TRANSPORT PTY LTD**

**VICTORIAN EMPLOYEES**

**ENTERPRISE AGREEMENT**

**2023**

# ENTERPRISE AGREEMENT

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## **PART 1 – APPLICATION OF THE AGREEMENT**

### **2. NAME OF THE AGREEMENT**

This Agreement shall be known as the *National Patient Transport Pty Ltd Victorian Employees Enterprise Agreement 2023* (the **Agreement**).

### **3. PARTIES TO THE AGREEMENT**

The parties to this Agreement are:

- a) National Patient Transport Pty Ltd (ABN 84 112 390 413) (**NPT**); and
- b) Employees employed in Victoria in classifications listed in Appendix 2 of this Agreement.

### **4. SCOPE OF THE AGREEMENT**

This Agreement contains all the terms and conditions of employment for Employees covered by the agreement and shall apply to all Employees employed in Victoria in the classifications listed in Appendix 2 employed by National Patient Transport Pty Ltd.

### **5. DATE AND PERIOD OF OPERATION**

This Agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by the Fair Work Commission (**FWC**). The nominal expiry date of this Agreement shall be 30<sup>th</sup> June 2026. The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

### **6. POSTING OF THE AGREEMENT**

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

### **7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS**

Entitlements in accordance with the National Employment Standards (**NES**) are provided for under the *Fair Work Act 2009* (Cth) (**the Act**). For the avoidance of doubt, to the extent that this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the FW Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

### **8. DEFINITIONS**

- a) **Act** means the *Fair Work Act 2009* (Cth).
- b) **Award** means the Ambulance and Patient Transport Industry Award 2020.
- c) **Customer Contract** means a contract for service between the Employer and a third party to provide non-emergency patient transport services.
- d) **Employee** means an Employee employed by National Patient Transport Pty Ltd as classified in Appendix 2 of this Agreement.
- e) **Employer** shall mean National Patient Transport Pty Ltd. May be referred to in this agreement as NPT.

- f) **FWC** means Fair Work Commission.
- g) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act
- h) **Immediate family** includes a spouse, de facto spouse (including a former spouse or former de-facto spouse) or same sex partner of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis although not legally married; and child or adult child (including an adopted child, foster child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee, or of the Employee's current or former spouse
- i) **Permanent Employee** is an Employee whose conditions of employment guarantee the allocation of an agreed minimum amount of work and includes the accrual of annual leave and personal leave, as well as the other entitlements contained within this agreement.
- j) **Shift Worker** means for the purposes of the NES and clause 31(a)(ii) an Employee who works at least 13 weekend shifts per year and/or is rostered to work during a Roster Cycle any 2 of the following shift types;
  - i) Day Shift;
  - ii) Afternoon Shift;
  - iii) Night Shift.

For the purposes of this clause a Day Shift is a shift that commences on or after 5:00am and before 11:00am, an Afternoon Shift is a shift that commences on or after 11:00am and before 4:00pm, and a Night Shift commences on or after 4.00 pm and before 5.00 am.

- k) **Roster Cycle** means an Employee's assigned roster pattern that repeats continuously over a set period.
- l) **Rostered Day Off** means a day in an Employee's Roster Cycle that the Employee does not have a rostered shift.
- m) **Union** means the Victorian Ambulance Union Incorporated or the United Workers Union.

## **PART 2 – CONSULTATION AND DISPUTES**

### **9. CONSULTATION REGARDING CHANGE**

#### **a) This term applies if the Employer:**

- i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### **b) Major change**

- i) For a major change referred to in paragraph (a):
  - (1) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (2) subclauses (3) to (9) apply.
- ii) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- iii) If:
  - (1) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (2) the Employee or Employees advise the Employer of the identity of the representative;
  - (3) the Employer must recognise the representative.
- iv) As soon as practicable after making its decision, the Employer must:
  - (1) discuss with the relevant Employees:
  - (2) the introduction of the change; and
  - (3) the effect the change is likely to have on the Employees; and
  - (4) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- v) for the purposes of the discussion—provide, in writing, to the relevant Employees:
  - (1) all relevant information about the change including the nature of the change proposed; and
  - (2) information about the expected effects of the change on the Employees; and
  - (3) any other matters likely to affect the Employees.
- vi) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- vii) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- viii) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.



- ix) In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (1) the termination of the employment of Employees; or
  - (2) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (4) the alteration of hours of work; or
  - (5) the need to retrain Employees; or
  - (6) the need to relocate Employees to another workplace; or
  - (7) the restructuring of jobs.

**c) Change to regular roster or ordinary hours of work**

- i) For a change referred to in paragraph (a)(ii):
- (1) the Employer must notify the Affected Employees of the proposed change; and
  - (2) subclauses (ii) to (vi) apply.
- ii) The Affected Employees may appoint a representative for the purposes of the procedures in this term.
- iii) If:
- (1) a Affected Employee appoints, or Affected Employees appoint, a representative for the purposes of consultation; and
  - (2) the Affected Employee or Employees advise the Employer of the identity of the representative;
  - (3) the Employer must recognise the representative.
- iv) As soon as practicable after proposing to introduce the change, the Employer must:
- (1) discuss with the Affected Employees the introduction of the change; and
  - (2) for the purposes of the discussion—provide to the Affected Employees:
  - (3) all relevant information about the change, including the nature of the change; and
  - (4) information about what the Employer reasonably believes will be the effects of the change on the Affected Employees; and
  - (5) information about any other matters that the Employer reasonably believes are likely to affect the Affected Employees; and
  - (6) invite the Affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- v) However, the Employer is not required to disclose confidential or commercially sensitive information to the Affected Employees.
- vi) The Employer must give prompt and genuine consideration to matters raised about the change by the Affected Employees.
- vii) In this term:
- (1) **Affected Employees** means the Employees who may be affected by a change referred to in subclause (c)(i).

## 10. DISPUTE RESOLUTION PROCEDURE

- a) Unless otherwise provided for in this Agreement, a dispute or grievance arising in relation to a matter about an Employee's employment, or a grievance of individual Employees 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.
- b) 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.
- c) 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.
- d) **Obligations of Parties and Employees**
  - i) 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.
  - ii) 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.
  - iii) 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.
- e) **Discussion of Grievance or Dispute**
  - i) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the Employee(s)' immediate supervisor.
  - ii) 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.
  - iii) If the matter is not settled, a Party to the agreement may apply to the FWC to have the grievance or dispute dealt with by conciliation.
  - iv) The grievance or dispute should be discussed within a 10 day period.
- f) **Conciliation**
  - i) Where a dispute or grievance is referred for conciliation, a member of the 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.
  - ii) This may include arranging:
    - (1) conferences of the parties or their representatives presided over by the member; and
    - (2) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
  - iii) Conciliation before the FWC shall be regarded as completed when:
    - (1) the parties have reached agreement on the settlement of the grievance or dispute; or
    - (2) the member of the 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

- (3) 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.

**g) Arbitration**

- i) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the FWC proceed to determine the dispute or grievance by arbitration.
- ii) Where a member of the 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.
- iii) Subject to sub clause (iv) below, the determination of the FWC is binding upon the parties and Employees.
- iv) An appeal lies to a Full Bench of the FWC, with the permission of the FWC, against a determination of a single member of the FWC made pursuant to this clause.

## **PART 3 – EMPLOYMENT RELATIONSHIP**

### **11. TYPES OF EMPLOYMENT**

At the time of engagement, an Employer shall provide each Employee with written advice of the terms of their employment which specifies whether they are full-time, part-time or casual, an outline of the duties of the position, details of hours and days of work, and pursuant to this Agreement, the classification and rate of pay of the position, and any other relevant details attaching to the employment arrangement.

**a) Full-time employment**

A full-time Employee shall mean an Employee who is engaged to work 38 hours per week in accordance with the provisions of Hours of work under this agreement, and who shall be entitled to all the benefits of this Agreement.

**b) Part-time employment**

- i) A part-time Employee shall mean an Employee who is engaged to work regular ordinary hours of less than 38 hours per week and shall be entitled to all the benefits of this Agreement, which includes annual leave and personal leave, on a pro rata basis. Any agreed variation to the regular pattern of work will be recorded in writing.
- ii) The minimum shift length for a part-time Employee will be four consecutive hours.

**c) Part Time Employee - Additional Working Hours**

- i) Part Time Employees, who are available to work, may be offered additional shifts or hours in relation to filling "unplanned vacancies".
- ii) Where a part-time Employee is employed for a particular number of shifts and actually works more shift/hours on a regular basis, the part-time Employee's "contract" or letter of appointment shall be varied to reflect the actual number of shifts being regularly worked by that part-time Employee, if requested, provided that the

Employee is not relieving a person who is on maternity leave, long service leave, WorkCover, or other such absence.

- iii) For the purposes of clause (c)(ii), "regular" shall mean not less than one shift per week. Further, the opportunity to vary the agreement shall occur at the expiration of each 6 month period.
- iv) Where a part time Employee works shifts in addition to their regular agreed hours of work, these shifts will be paid as overtime in accordance with clause 24 of this agreement.
- v) Except as provided in (iii), where a part time Employee's shift commences prior to its normal starting time, or extends beyond its normal finishing time, such time will be paid at time and one half for the first two hours and double time thereafter.

**d) Casual employment**

- i) A casual Employee means an Employee who is engaged intermittently for work of an unexpected or casual nature and does not include an Employee who could properly be engaged as a full-time or part-time Employee.
- ii) A casual Employee shall be engaged for a minimum of three consecutive hours each shift.
- iii) A casual Employee shall be paid for such hours worked at the rate prescribed in Appendix 1, plus:
  - (1) 25% for all work on weekdays;
  - (2) 75% for all work on Saturdays and Sundays; and
  - (3) 100% for all work on public holidays.
- iv) The casual loadings in sub-clause (d)(iii) are paid instead of any weekend or public holiday penalty rate that would otherwise apply under this agreement
- v) The loadings for casual Employees as per this Clause shall be applied to the minimum rates prescribed at Appendix 1 of the Agreement. Unless specified otherwise under this Agreement, the ordinary time rate of pay for a casual Employee shall be the casual loaded rate of 125%.
- vi) Casual Employees are not entitled to accumulated days off (ADOs), paid personal/carer's leave and compassionate leave, parental leave (except for an eligible casual), annual leave, public holidays not worked, notice of termination or redundancy pay.
- vii) Where a casual employee's hours of work exceed 76 hours in a fortnight payment shall be at overtime rates for all hours in excess of the time.
- viii) Where a casual employee's hours of work exceed the designated rostered hours for a shift, payment shall be at overtime rates for all hours in excess of the time.
- ix) The casual loadings prescribed by clause 11. d) iii) will not be paid for overtime hours worked.

**e) Casual Conversion**

The provisions of Division 4A of Part 2-2 of the Act will apply in relation to offers and requests for casual conversion, save that an Employee shall be offered conversion, or will be entitled to request conversion, where they have been employed by NPT for a period of 6 months, and during that 6 month period has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a full-time employee or a part-time employee, as the case may be.

**12. HOURS OF WORK - Applies to Full Time / Part Time Employees only**

- a) The hours of work for an ordinary week's work for all full-time Employees will be 38 hours per week, or an average of 38 hours per week spread over the Employee's Roster Cycle.
- b) Shifts will normally be between 8 and 12 hours duration. Shift lengths outside of these hours will be allocated only on a mutually agreed basis
- c) Employees are required to attend at work and be ready to commence their duties no later than the rostered start time of their shift, and may not stand down from duty, or leave their place of work any earlier than five (5) minutes before the finish time of their shift, except by mutually agreeable arrangement with the Employer.
- d) Maximum Consecutive Shifts

No Employee will be permitted to work more than 8 shifts consecutively.

**13. TERMINATION OF EMPLOYMENT - Applies to Full Time / Part Time Employees only**

**Notice of termination by the Employer**

- a) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- b) In addition to the notice in (a) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- c) Payment in lieu of the notice prescribed in (a) and/or (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
  - i) the Employee's ordinary hours of work (even if not standard hours); and
  - ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

- iii) any other amounts payable under the Employee's contract of employment.
- e) The period of notice in this clause does not apply:
  - i) in the case of dismissal for serious misconduct;
  - ii) to Employees engaged for a specific period of time or for a specific task or tasks whose employment ends at the completion of that specific period of time or task;
  - iii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or to casual Employees.
- f) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
- g) Notice of termination by the Employee
  - i) The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
  - ii) Subject to financial obligations imposed on the Employer by an Act, if an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to one week's wages.
- h) Time off work 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.

#### **14. REDUNDANCY - Applies to Full Time / Part Time Employees only**

##### **a) Discussion before Termination**

- (i) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected.
- (ii) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of paragraph (a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- (iii) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

##### **b) Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties for reasons set out in paragraph (a) the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if

her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

**c) Severance pay**

In addition to the period of notice prescribed for termination, an Employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

**d) Definition**

"Week's pay" means the ordinary time rate of pay for the Employee concerned.

**e) Employee Leaving During Notice Period**

An Employee whose employment is terminated for reasons set out in paragraph (a) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

**f) Alternative Employment**

Where the Employer offers the Employee acceptable alternative employment no severance payment is payable.

**g) Definition**

Acceptable means a position that may be:

- i) At an alternative location/region within the business
- ii) An alternative position within the range of skills and experience of the Employee.

**h) Time off - Period of Notice**

- (i) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.

(iii) For this purpose, a statutory declaration will be sufficient.

**i) Employees with Less Than One Year's Continuous Service**

This clause does not apply to Employees with less than one year's continuous service.

**j) Employees Exempted**

This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

## **PART 4 – WAGES & RELATED MATTERS**

### **15. WAGES**

a) Wages and allowances will be paid at the rate indicated in Appendix 1 of this agreement from the first full pay period commencing on or after the 1<sup>st</sup> July 2023 and after the declaration of a vote accepting this agreement. The wage rates in Appendix 1 include applicable wage increases.

Wages will be indexed in accordance with the table below:

FFPPCOA 1st July 2024	FFPPCOA 1st July 2025	FFPPCOA 1st July 2026
CPI or 2.0% whichever is the higher.	CPI or 2.0% whichever is the higher.	CPI or 2.0% whichever is the higher.

FFPPCOA means First Full Pay Period Commencing On or After

- b) the CPI refers to the Australian Bureau of Statistics table published 6401.0 – Consumer Price Index, Weighted Average of Eight Capital Cities published for the quarter immediately preceding the date of indexation.
- c) Until such time as this agreement is replaced by a new agreement or is terminated, and after the nominal expiry date wages and allowances will be indexed on the 1<sup>st</sup> of July each year by the rate of CPI.
- d) The wage increases specified above are inclusive of any wage increases; determination or award of the FWC or any other authorised tribunal or commission made during the period of this Agreement. Any increases in the relevant Modern Award rates of pay (with reference to the transitional provisions) shall be absorbed into the wage rates paid under this Agreement.
- e) Should the rate of pay fall below the Modern Award rate (with reference to the transitional provisions), the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate (with reference to the transitional provisions).

### **16. PAYMENT OF WAGES**

Wages shall be paid fortnightly in each pay week by electronic funds transfer (EFT) into a bank account nominated by the Employee. Payday is Wednesday after the completion of the rostered



fortnight with the fortnight ending on the Sunday at midnight. Shifts which commence prior to midnight on Sunday will be included. Provided that where a Public Holiday falls on a Monday or Tuesday the pay day may be Thursday.

## **17. ACCIDENT MAKE UP PAY**

- a) An Employee is entitled to accident make up pay during a period of accident compensation leave where the Employee is in receipt of weekly payments under the *Workplace Injury and Rehabilitation Compensation Act 2013*. Accident Make up Pay is payable for a period of 39 weeks in respect of any one injury.
- b) Accident Make Up Pay is the difference between the weekly payments of compensation under the *Workplace Injury and Rehabilitation Compensation Act 2013* as amended and the Employee's pre-injury average weekly earnings not including overtime and allowances.

## **18. ROSTERS – Applies to Full Time / Part Time Employees only**

- a) Hours of duty will be worked in accordance with rosters which will be made available to all Employees at each workplace at least 28 days in advance.
- b) Rosters for the periods including Christmas and Easter public holidays will be posted 56 days in advance and will clearly show the type of duty assignment for the holiday period.
- c) The rosters will show periods of duty of 28 days.
- d) The Employer will, wherever practicable, display or make available, the rosters.
- e) The Rosters will show the commencement and finishing time of duty and time off, on a continuing basis.
- f) The Employer commits that no rostered shifts will commence after 2300 hours or prior to 0500 hours unless there is consent by the assigned Employee(s). The Employer will not coerce any Employee to undertake such a shift.
- g) Individual and temporary shift changes required will be notified to an Employee at least 7 days in advance or otherwise by mutual agreement between the Employer and the Employee.
- h) For incidents of sickness of an Employee or other unforeseen circumstance the duty period prescribed by the roster may be temporarily altered by displaying a notice to that effect, or by mutual agreement.
- i) The arrangement of ordinary working hours is to be by agreement between the Employer and the majority of Employees in the workplace or part of the workplace where practical.
- j) Night shifts, afternoon shifts, weekend shifts and public holiday shifts will, however possible be rostered equitably between Permanent Employees or otherwise by mutual agreement. Provided that an Employee returning to work on a part time basis from parental leave will be provided with fixed periods of work if required and in accordance with the parental leave provisions of this agreement.
- k) An employee may be rostered to work up to 80 hours per fortnight. The Hours in excess of 76 hours can be remunerated in one of two options chosen by the Employee. The employee will make the choice without coercion from the employer. The employee must nominate their preferred option for a period of not less than 12 months.
- l) Option 1 - Where rostered hours exceed 76 hours in a fortnight the hours in excess of 76 will be paid as Overtime in accordance with the provisions of Clause 24

Option 2 – Where the rostered hours in a fortnight exceed 76 hours in a fortnight the hours in excess of 76 will accrue at single time to be taken as additional banked leave hours in accordance with the provisions of Clause 25.

An employee failing to nominate an option will be remunerated under Option 1.

### **Shiftwork**

- m) NPT commits to providing shift work so that at least 65% of permanent employees would qualify as shift workers as described in Clause 8(f). This can only be reduced as a result of a significant change to an NPT customer contract. NPT will be required to provide the information to Employees of such a change. Changes to rostering must be a reflection of the change in the contract.

## **19. REST PERIODS**

At times suitable to the Employer, two rest periods of ten minutes each shall be given to each Employee during each period of ordinary rostered hours and shall be counted as time worked.

## **20. MEAL BREAKS**

- a) Employees are entitled to a 30 minute meal break for each rostered shift and such break will be provided to commence no later than 5 hours from commencement of the shift. The period of the meal break will count as paid time worked for all purposes under this Agreement.
- b) An Employee who works a rostered shift in excess of 10.5 hours will be entitled to two thirty minute meal breaks.
- c) The meal(s) will be taken at a suitable place determined by the Employer. The time of day, the ability to access a proper meal and access appropriate amenities, the present location of the crew, and the known or likely location of the next job to be allocated, must be considered when the direction on where to take a meal is made. There will be no requirement or expectation that a crew will be able to move to a branch for a meal break.
- d) The break time will be measured from the time of stand down from duty at a location where meal break facilities are available to when the Employee returns to duty.

## **21. ON-CALL**

- a) An Employee who, in accordance with an on-call roster, is rostered off duty but is required to be ready to respond to a call is entitled to an on-call allowance of \$3.68 per hour. This allowance will be adjusted according to variations in the on-call allowance provided for in the Award.
- b) 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 at the rate of double time for such period(s) of duty with a minimum payment of one and a half hours per call, for the time so worked in any period during which the Employee is on call, provided that one and a half hours has elapsed from the commencement of the previous call. The double time rate will be inclusive of all other entitlements which may normally be paid for working those hours as a part of a rostered shift.
- c) Nothing in this clause prohibits an Employee from temporarily leaving the workplace or home when rostered on-call after having made arrangements satisfactory to the Employer, for the proper conduct of the service.
- d) An Employee will be free from on-call duty:

- (i) every second weekend; and
  - (ii) for at least eight days in each 14 consecutive days.
- e) No Employee will be rostered on-call from the time of ceasing duty immediately before the Employee's Roster Day Off until the time of commencing duty immediately after the Roster Day Off.
  - f) Except on weekends, public holidays or in cases of an emergency, an Employee will not be rostered on-call between 9.00 am and 5.00 pm.
  - g) An on-call roster will 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.

## **22. RECALL**

An Employee who has completed a rostered shift of duty, who is not rostered on-call and is recalled to duty prior to the commencement of the Employee's next rostered shift and such recall is not continuous with any rostered shift, is entitled to payment at double time for all time worked with a minimum payment of one and a half hours.

## **23. STANDBY**

Where an Employee, other than an Employee rostered on-call in accordance with clause 21(a), is required to stand by for any period outside the Employee's ordinary hours, this period will be counted as time worked.

## **24. OVERTIME**

- a) Only authorised overtime shall be worked.
- b) Subject to clause 24(e) to 24(f) an Employer may require an Employee to work reasonable overtime at overtime rates.
- c) The following overtime rates shall be paid for all work done:
  - (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) double time for overtime work on Saturdays and Sundays;
  - (iii) all time in excess of a rostered day on a public holiday, will be paid at double time and a half; and,
  - (iv) double time for work outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding rostered period of duty.
- (d) **Rest period after overtime**
  - (i) Overtime should be arranged so that an Employee has at least ten consecutive hours off duty between the work of successive days.
  - (ii) 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.

- (iii) 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.
- (iv) The Employee in clause 24(d)(iii) is then entitled to be released from duty under clause 24(d)(ii).

**(e) Refusal to work reasonable overtime**

The parties acknowledge that incidental overtime is a feature of work in this industry. However, the Employer will ensure that this is reasonable, and due consideration is given to health and safety considerations and family responsibilities and in accordance with the provisions listed below. In circumstances where an Employee has a specific need to finish on time in particular instances this will be discussed with operational management in advance. Employees are required, wherever possible, to ensure that they organise their personal requirements with the need and expectation that reasonable overtime may be expected at the end of their shift on any day.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee's working hours which are unreasonable having regard to:

- (i) Any risk to the Employee's health and safety;
  - (ii) The Employee's personal circumstances including any family responsibilities;
  - (iii) The need of the workplace or enterprise;
  - (iv) The notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
  - (v) Any other relevant matter.
- (f) An Employee who is unable to work overtime in accordance with 24(e) must give notice to the Employer, including the reason for the refusal of overtime at the commencement of their shift, or as soon as the circumstances are known where they arise after shift commencement.

**25. BANKED LEAVE IN LIEU OF OVERTIME PAY**

**a) Election of overtime pay or banked leave**

An employee may be rostered to work up to 80 hours per fortnight. The hours in excess of 76 hours can be remunerated in one of two options chosen by the employee. The employee will make the choice without coercion from the employer. The employee must nominate their choice. Employees can change this option no more than once in any 12-month period.

- i. Option 1 - Where rostered hours exceed 76 hours in a fortnight the hours in excess of 76 will be paid as Overtime in accordance with the provisions of Clause 24
- ii. Option 2 – Where the rostered hours in a fortnight exceed 76 hours in a fortnight, the hours in excess of 76 will accrue at single time to be taken as additional banked leave hours. Banked hours will be displayed on the payslip as 'banked leave hours'.

**b) Time of taking banked leave**

- i) Banked leave will be taken in periods of whole days, with a minimum period of one day (9.5h hours).
- ii) Banked leave will be taken:
  - a. By agreement: where the employee and employer have agreed to the taking of banked leave for any period. The employer will not unreasonably refuse an employee's request to take banked leave.

- b. Single days for any purpose: an employee may request to take a single day of banked leave for any reason, provided they have given the employer at least 7 days' notice.
- c. Additional personal leave: where an employee has exhausted their paid personal leave and is unable to provide 7 days' notice, they may use banked leave for the purposes of sick/carer's leave, provided they comply with the notice and evidence requirements in clause 34.

**c) Banked leave exclusive of public holidays**

Banked leave shall be exclusive of any of the holidays prescribed in clause 43 - Public holidays and if any such holiday falls within an Employee's period of banked leave and is observed on a day on which in the case of an Employee would have been an ordinary working day no banked leave shall be deducted for that day.

**d) Direction to take banked leave**

An Employee who has accrued banked leave must take an amount of banked time during a particular period if:

- (i) The Employee is directed to do so by their employer; and
- (ii) At the time the direction is given, the employee has banked leave credited to them of more than 7 weeks at the time the direction is given; and
  - a. the amount of banked leave that the Employee is directed to take is less than, or equal to, 1/2 of the amount of credited banked leave of the Employee at the time that the direction is given.

An employee who has been directed to take banked leave in accordance with this clause may opt to instead take the leave at a time not later than 4 weeks after the time directed by the Employer.

**e) Banked leave and other leave**

If the period during which an Employee takes paid banked leave includes a period of any other leave (other than unpaid parental leave) under this agreement, or a period of absence from employment under Community Service Leave, the Employee is taken not to be on paid banked leave for the period of that other leave or absence.

**f) Payment for banked leave taken**

Payment for banked leave will be at the ordinary time rate for the hours that the Employee would ordinarily have worked during that period. An employee will not receive any shift penalties and is not entitled to annual leave loading while on banked leave.

**g) Retention of banked leave**

Where an Employee elects to change their preference in accordance with (a) to Option 1, and has any amount of banked leave, the Employee may request that either:

- i) The outstanding banked leave entitlements are paid out at overtime rates in accordance with the Overtime provisions of Clause 24 of the Agreement or:
- ii) The Employee retains the banked leave entitlements to be taken and paid in accordance with this clause.

**h) Payment of banked leave on termination**

On the termination of their employment, an Employee will be paid any outstanding accrued banked leave entitlements at overtime rates in accordance with the Overtime provisions of Clause 24 of the Agreement.

## **PART 5 – ALLOWANCES**

### **26. SHIFT ALLOWANCE**

- (a) For all ordinary time worked which occurs between 6.00pm and 10:00pm, an Employee will be paid an afternoon shift allowance of \$7.50 per hour. For all ordinary time worked between 10:00pm and 6:30am, an Employee will be paid a night shift allowance of \$10.00 per hour. The rate of afternoon and night shift allowances will be fixed for the life of the agreement.
- (b) The Employer will complete a payroll reconciliation on a regular basis to ensure that each Employee is better off overall when compared to the Award. If, as a result of that reconciliation process, the conclusion is that an Employee is not better off overall when compared to the Award, the Employer will make a payment to the Employee of an amount equal to the difference between the amount which would have been payable to the Employee under the Award had it applied to the Employee, and the amount payable to the Employee under the Agreement, plus an additional 1% of that difference (**Reconciliation Payment**). The Reconciliation Payment will be paid to the Employee as an adjustment in the pay as soon as possible following the payroll reconciliation process.

### **27. SATURDAY AND SUNDAY WORK**

Where a Permanent Employee is rostered to work ordinary hours between midnight Friday and midnight Sunday, the Employee will be paid a loading of 50% of their ordinary wage rate of pay for the hours worked during this period.

### **28. TRAVEL ALLOWANCES AND EXPENSES**

- (a) An Employee required to travel on duty, is entitled to all reasonably incurred expenses of fares, meals and accommodation.
- (b) An Employee, required to report for duty to a workplace, other than that to which the Employee is normally rostered or posted:
  - (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 by the Employer to use their own motor vehicle in connection with the Employer's business, the Employee is entitled to be reimbursed at rate specified by the Australian Taxation Office. For clarity the 2022/23 rate is \$0.92 per kilometre and will be adjusted according to variations in the travelling allowance provided for in the Award. Kilometres will be measured as the distance from home to the location required and return, or the Employee's usual place of work and the required location and return, whichever is the lesser.
- (c) Provided that clause (b) will 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 or posted; or
  - (ii) to an Employee who changes roster by agreement with another Employee; or

- (iii) where an alternative arrangement has been mutually agreed between the Employer and Employee.

## **29. ACCOMMODATION**

- (a) Where an Employee is required or is requested to undertake transport duties which may involve an overnight stay, the Employer will organize and pay for overnight accommodation. The Employee shall be entitled to travel back to their normal location in paid work time.
- (b) In circumstances which necessitate an Employee staying in overnight accommodation, all time involved travelling to or from the accommodation shall be paid by the Employer and counted as time worked.
- (c) In addition to the above, Employees where not otherwise provided for by the Employer, will be entitled to an allowance to cover meal allowances as specified in the Award and adjusted annually according to the Award, for meal times which fall outside the ordinary hours of the shifts being worked. Rates at the commencement of this agreement are: Breakfast \$17.03; Lunch \$34.09; and Dinner \$51.13. Additionally, a Living Away from Home Allowance of \$23.89 is payable for each night staying away from home.

## **30. MEAL ALLOWANCE**

- (a) An Employee is entitled to a meal allowance of \$17.03 to compensate for purchasing a meal away from the Employee's branch or usual place of work, except where a meal has been provided by the Employer.
- (b) An Employee required to work for more than five consecutive hours without commencing a meal break, is entitled to a late meal allowance of \$4.50
- (c) An Employee called back to duty before having completed a meal during a meal break, is entitled to one spoilt meal allowance of \$17.03. The Employee may be required to present satisfactory evidence of such spoilage to the Employer.
- (d) An Employee required to work overtime for more than two hours beyond the Employee's normal finishing time, is entitled to an overtime meal allowance of \$21.31.
- (e) The meal allowances in this clause will be subject to annual adjustment in line with adjustments in the award.

## **31. DISPATCHER ALLOWANCE**

Operations Centre personnel assigned to a shift to perform the role of dispatcher shall be paid a dispatcher allowance of \$2.00 per hour for ordinary time worked on the shift. Operations Centre Employees relieving a dispatcher for meal breaks and short absences will not be entitled to the allowance.

## **32. HIGHER DUTY ALLOWANCES**

Employees covered by this agreement who are appointed to temporary higher duty roles will be entitled to Higher Duty allowances to compensate for the additional responsibilities of position.

- (a) Team leaders performing branch co-ordination activities will be paid an additional \$100 per week worked.

- (b) Employees temporarily acting in a Regional Manager position will be paid an additional \$200 per week worked.
- (c) An employee who may temporarily act in both roles simultaneously will be paid only the higher of the two allowances.

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

### **33. ANNUAL LEAVE AND LEAVE LOADING - Applies to Full Time / Part Time Employees only**

(a) **Period of leave**

- (i) Employees shall be entitled to annual leave on full pay for a period equal to four working weeks for each continuous twelve months' service with an Employer.
- (ii) Employees who are **Shift Workers** will be entitled to an additional one (1) week of annual leave.

(b) **Annual leave exclusive of public holidays**

The annual leave prescribed in (a) shall be exclusive of any of the holidays prescribed in clause 43 - Public holidays and if any such holiday falls within an Employee's period of annual leave and is observed on a day on which in the case of an Employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the Employee would have worked if such day had not been a holiday.

(c) **Time of taking leave**

An Employee is entitled to take annual leave when it falls due but the Employer should be given a request for leave application no less than four (4) weeks before the intention to take such leave at a mutually acceptable time. An employee may request annual leave with a lesser period of notice which will not be unreasonably denied by NPT. For the purposes of a direction to take annual leave in accordance with Clause 33(h), the Employer may give no less than four (4) weeks of notice to take leave.

(d) **Payment of annual leave on termination**

On the termination of their employment, an Employee will be paid any outstanding accrued annual leave entitlements in accordance with the provisions of this Agreement.

(e) **Annual leave loading**

- (i) In addition to the payment prescribed in clause (f) hereof, a loading of 17.5% shall be paid at the time leave is taken.
- (ii) The loading shall apply to leave on termination of employment.

(f) **Payment for annual leave**

- (i) Payment for annual leave will be at the ordinary time rate for the Employee's normal weekly number of hours of work and in addition shall include shift penalties and weekend penalties according to roster, or projected roster; and allowances which would have been received had the Employee not been on leave.



- (ii) Employees may opt to be paid for all annual leave in advance or continue to be paid on a fortnightly basis. Payment on a fortnightly basis will be the default method in the absence of a request by the Employee.

**(g) Pay in lieu of an amount of annual leave (Cashing out)**

- (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
  - (a) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - (b) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
  - (c) Superannuation guarantee contributions will be paid in relation to the amount of annual leave for which payment is received in lieu.
  - (d) Each cashing out of a particular amount of paid annual leave will be by separate agreement in writing between the Employer and the Employee. Any agreement will state the amount of leave to be cashed out and the payment made to the Employee for it, and the date on which the payment is made.

**(h) Direction to take annual leave**

An Employee must take an amount of annual leave during a particular period if:

- (i) the Employee is directed to do so by NPT; and
- (ii) at the time that the direction is given, the Employee has annual leave accrued of more than 8 weeks, or 10 weeks in the case of a shift worker; and:
  - (a) the amount of annual leave that the Employee is directed to take will not result in the Employee having less than 6 weeks' accrued annual leave.
  - (b) the timing of the annual leave can be at the Employees' choosing, but it cannot be later than 4 weeks after the direction is given by the Employer.
- (i) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this agreement, or a period of absence from employment under Community Service Leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

**34. PERSONAL/CARER'S LEAVE**

- (a) The provisions of this clause apply to full-time and regular part-time Employees, but do not apply to casual Employees (except for unpaid carer's leave).
- (b) **Amount of paid personal leave**
  - (i) Paid personal leave will be available to an Employee when they are absent due to:
    - (1) personal illness or injury (sick leave); or

- (2) for the purposes of caring for an Immediate family or household member that is sick and requires the Employee's care and support (carer's leave).
- (ii) The amount of personal leave to which an Employee is entitled depends on how long he or she has worked for the Employer and accrues as follows:
  - (1) 114 hours per year will be available in the first four years of service;
  - (2) 140 hours will be available per annum in the fifth and subsequent years.
  - (3) In any year unused personal leave accrues by the lesser of:
    - (A) 114 hours per year in the first four years, and 140 for the fifth and subsequent years less the amount of sick leave and carer's leave taken during the year; or
    - (B) the balance of that year's unused personal leave.

**(c) Immediate family or household**

- (i) The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:
  - 1) a member of the Employee's Immediate family; or
  - 2) a member of the Employee's household.

**(d) Notification and evidence requirements**

An Employee may be absent through illness or injury for one day without furnishing evidence on not more than three occasions in any one year.

An Employee must notify the person in charge of the workplace two hours prior to the rostered time of commencing duty, provided that where an Employee is rostered to commence duty prior to 07.00am, such Employee shall be required to notify the Employer at or before 05.30am of their absence or as soon as reasonably practicable. An Employee must notify the person in charge of the workplace that he/she will be absent due to illness or injury and is required to furnish evidence satisfactory to the Employer that non-attendance was due to personal ill health or accident, within forty-eight hours. Evidence will include a sworn statement/statutory declaration signed by the Employee or medical certificate issued by a legally qualified health practitioner.

A sworn statement/statutory declaration may only be used for absences of 2 consecutive days or less.

**(e) Carer's leave**

- (i) An Employee is entitled to use accrued personal leave for the purposes of carer's leave.
- (ii) The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- (iii) An Employee may take unpaid carer's leave for a particular permissible occasion as:
  - (1) a single, unbroken, period of 2 days; or

- (2) any separate periods to which the Employee and their Employer agree.

### **35. PAID VACCINATION LEAVE**

- a) The provision of this clause applies to all employees including casual employees where the State or Commonwealth governments have implemented, by legislation, regulation or any other mechanism, a requirement that an employee covered by this Agreement be vaccinated in order to continue performing their duties for the Employer.
- b) In such circumstances the Employer will provide the following to all employees:
  - i) On site vaccinations to all affected Employees and providing clinic days at major sites;
  - ii) Where Employees obtain a required vaccination from an external provider, the Employer will be reimbursed subject to providing NPT with a receipt and proof of vaccination;
  - iii) Where an Employee suffers from an adverse reaction to a required vaccination, the Employer will provide 2 days' paid vaccination leave subject to the employee providing a medical certificate and proof of vaccination record.

### **36. COMPASSIONATE LEAVE - Applies to Full Time / Part Time Employees only**

- (a) Compassionate leave is paid leave taken by the Employee:
  - (i) for the purposes of spending time with a person who:
    - (1) is a member of the Employee's Immediate family or a member of the Employee's household; and
    - (2) has a personal illness, or injury, that poses a serious threat to their life; or
    - (3) after the death of a member of the Employee's Immediate family or a member of the Employee's household.
- (b) An Employee is entitled to a period of 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's Immediate family or a member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life; or
  - (ii) sustains a personal injury that poses a serious threat to their life; or
  - (iii) dies.
- (c) An Employee who is entitled to a period of compassionate leave under this clause for a particular permissible occasion is entitled to take the compassionate leave as:
  - (i) a single, unbroken period of 2 days; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the Employee and their Employer agree.

- (d) Proof of death or in the case of serious illness, dependence for care for such relation shall be furnished by the Employee to the satisfaction of the Employer.
- (e) Payment whilst on compassionate leave will be at the Employee's ordinary time earnings for the hours normally rostered to work.

**37. PARENTAL LEAVE**

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act, and the NES as amended from time to time. The Employer will make the NES provisions readily available to all staff.

- (b) **Paid Parental leave**

Permanent Employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave.

- (i) Eight weeks paid maternity/adoption leave shall be given to any Permanent Employee who qualifies for maternity and adoption leave under the provisions of the Agreement.
- (ii) Two weeks paid birth partner leave will be made to any Employee who qualifies for the applicable leave under the provisions of the Agreement.

**38. LONG SERVICE LEAVE**

- (a) Employees shall be entitled to long service leave in accordance with applicable legislation, together with additional entitlements provided in this Agreement.

- (b) **Additional Entitlement**

Existing Employees with 6 years or more service at 3 December 2006, will be entitled to long service leave with pay for continuous service with the one Employer as follows:

- (i) of six months on the completion of fifteen years continuous employment; and
- (ii) an additional two months on the completion of each additional five years of employment thereafter; and
- (iii) where an Employee's services are terminated otherwise than by death, an additional 1/30th of the period of employment since the last accrual of entitlement under (i) and (ii);
- (iv) where an Employee has completed at least ten years, but less than fifteen years of continuous employment with one Employer, the Employee is entitled to an amount of long service leave equal to 1/30 of the period of continuous employment;
- (v) where an Employee who has completed at least ten years continuous employment, 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.
- (vi) if an Employee's employment is ended and the Employee has completed at least seven, but less than fifteen years of continuous employment with one Employer, then an amount of long service leave equal to 1/30<sup>th</sup> of the period of service shall be paid upon employment ending.

- (c) Employees with less than 6 years' service at 3 December 2006, and new Employees who commenced employment after 3 December 2006 will be entitled to Long Service Leave with pay for continuous service with NPT as follows:
  - (i) after seven years' service, at a rate of 1.3 weeks' leave per year of continuous employment less any amount of long service leave already taken.
  - (iii) if an Employee's employment is ended and the Employee has completed at least seven years of continuous employment with NPT, the Employee will be paid an amount equal to any untaken period of long service leave.
  - (iv) where an Employee who has completed at least seven years continuous employment, dies while still employed, the Employer shall pay to the Employee's legal personal representative, an amount equal to any untaken period of long service leave.
- (d) Long service leave shall exclude any public holiday occurring during the period when the leave is taken.
- (e) An Employee may request their Employer to grant the Employee an amount of long service leave;
  - (i) twice as long as the amount to which the Employee would otherwise be entitled; and
  - (ii) at a rate of pay equal to half the Employee's ordinary pay.

#### **39. DOMESTIC AND FAMILY VIOLENCE LEAVE**

An Employee needing time away from work to deal with a situation involving domestic or family violence within their Immediate family will be entitled to the leave provision details in the NES. The Employer may require the provision of satisfactory evidence for the leave to be taken. The leave does not accumulate from year to year.

#### **40. JURY SERVICE**

- (a) An Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have been paid in respect of the hours they would have worked had they not been on jury service.
- (b) An Employee shall notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give their Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.
- (c) Entitlement to jury service pay will not jeopardise other entitlements.

#### **41. COMMUNITY SERVICE LEAVE**

An Employee's entitlement to community service leave shall be in accordance with the NES.

#### **42. REPRESENTATIVE LEAVE**

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:

- (i) To a maximum of 6 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
    - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
    - (2) that two weeks period of notice is provided to the Employer;
    - (3) the approval of leave must have regard to the operational requirements of the Employer;
    - (4) this leave shall be paid at the ordinary time rate of pay.
  - (ii) Additionally, one of the elected Shop Stewards will be released from duty, on full pay, to attend each State Council Meeting held throughout the year.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

#### 43. PUBLIC HOLIDAYS

- (a) A Permanent Employee shall be entitled to public holidays as gazetted by the Victorian State Government without deduction of pay where their normal roster includes the public holiday and in accordance with the provisions of the NES.

Permanent Employees working on a public holiday will be entitled to a loading of 150% in addition to their ordinary rate of pay for all hours worked on the public holiday.

Permanent Employees will have preference in the assignment of public holiday shifts and the Employer will not amend normal rosters for the purposes of avoiding public holiday payments.

- (b) **Absence when rostered on a public holiday**
- Employees normally rostered to work on a public holiday and either not required to do so, or failing to do so, will not be entitled to public holiday loading for that holiday.
- (c) **Substitution of public holidays by agreement**
- (i) 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.
  - (ii) 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.
- (d) **Pay or time in lieu of a public holiday**
- (i) 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 Employee has worked an extra shift in lieu, the Employee is entitled to, within four weeks of the date on which such holiday occurs:
    - (1) 1-1/2 extra days pay; or
    - (2) equal time off in one period in lieu of which seven days' notice will be given.
  - (ii) In the case of 38(d)(i)(1) the length of the day to be paid will be 9.5 hours.

- e) **Rostered Day Off** means a day in an Employee's Roster Cycle that the Employee does not have a rostered shift.
  - i. To avoid doubt and without limiting the above, where an employee does not have a Saturday or Sunday in their roster; then a Saturday or Sunday cannot be a Rostered Day Off.

## **PART 7 - SUPERANNUATION**

### **44. SUPERANNUATION**

- a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. The minimum contribution is 11.00% at the commencement of this Agreement.
- b) "The Fund" for the purpose of this Agreement shall mean:
  - i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
  - ii) In order to offer Employees a choice of superannuation fund, the Employer will also offer Health Super, or any other complying fund nominated by the Employee.
- c) Upon commencement of employment, the organisation shall provide each worker with membership form for their preferred fund and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days, the Organisation shall forward contributions and Employee details to HESTA.
- d) In addition to the Organisation's statutory contributions to the Fund an Employee may make additional contribution from their pre or post tax wages and on receiving written authorisation from the Employee, the Organisation must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992 (Cth)*.
- e) Superannuation fund payments will be made in accordance with trust fund deeds.
- f) Where an Employee salary sacrifices their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

## **PART 8 – OTHER TERMS & CONDITIONS**

### **45. UNIFORMS AND PROTECTIVE CLOTHING**

- a) NPT will provide each operational employee with sufficient uniform, based on their expected roster, to ensure they are able to attend for work appropriately attired to comply with the provisions of the company's Personal Presentation Policy and always have a spare uniform available, and sufficient to allow reasonable laundering frequency.
- b) Uniform will include Shirts, Trousers, Shorts, Sunhat, Beanie (if requested) and Outerwear to suit prevailing weather conditions and HiVis items to improve safety in shared traffic areas.

- c) NPT will reimburse employees up to \$100 on presentation of a receipt every two years for the cost of a suitable and approved pair of work boots or shoes.
- d) Replacement of company supplied uniform will be on a fair wear and tear basis and be approved by the employee's manager.
- e) If an employee's expected roster changes and the supplied uniform is no longer adequate, the employee's manager will approve additional uniform issue in a timely manner.

#### **46. SKILLS MAINTENANCE TRAINING**

The Employer will provide annual training in accordance with the *Non-Emergency Patient Transport Regulations 2016 (Vic)*, in the following areas:

- a) basic life support; and
- b) occupational health and safety, with particular attention to manual handling and infection control; and
- c) cardiac monitoring/defibrillation re-accreditation and other resuscitation skills maintenance by those Employees required to perform these skills.

The Employer will provide each Employee with a minimum of two (2) days (9.5 hours of paid time per training day) for training and accreditation each year using face to face training delivery methods.

#### **47. CLINICAL INSTRUCTORS and ATTENDANT SUPERVISORS**

Ambulance Attendants, performing the function of Clinical Instructor, as directed by the Employer will be paid an allowance of \$3.10 per hour in addition to their ordinary hourly rate. This allowance is only payable whilst performing these actual duties and will increase annually in accordance with wages.

Ambulance Attendants appointed to the role of Supervisor and rostered to that duty will be paid an allowance of \$2.00 per hour whilst performing those duties.

#### **48. ACCEPTANCE OF JOBS**

##### **a) Up to 30 minutes prior to end of shift before the end of shift**

If a job is issued up to 30 minutes before the end of the shift, it will be accepted unless otherwise by negotiation in particular circumstances. Once dispatched crews are required to respond without delay. Where there may be circumstances related to the job which the Employee wishes to discuss with the dispatcher or his supervisors, these conversations must take place on route to the job, and may continue after arrival, but must not prevent the crew proceeding toward the pick-up location or otherwise delaying the response. Where there may be safety concerns regarding the pickup location, the crew will be directed to a safe holding point near the location until safety is assessed.

##### **b) During the last 30 minutes prior to end of shift**

If a job is issued in the last 30 minutes of the shift, it can be refused if it will take the crew past reasonable overtime, as described in clause 24(e) to complete the job and return to the branch.

##### **c) At all times**

Employees will take all reasonable steps required by the Employer to facilitate prompt pickup and delivery of patients being transported. Such steps may include phoning ahead to facilities to advise



impending arrival to collect or deliver a patient, or other processes developed and implemented by the Employer during the life of this agreement.

#### **49. HEALTH AND SAFETY**

- (a) NPT is committed to maintaining a workplace that has the Health and Safety of its employees, patients and others with whom NPT employees may interact at the forefront of decision making. Within the life of this agreement NPT commits to obtaining International Standards Organisation (ISO) accreditation to ISO 45001 for its Health and Safety systems.
- (b) The Employer will in consultation with Employees and any nominated Employee representative take all appropriate measures to promote a safe and healthy workplace, in accordance with the *Occupational Health and Safety Act 2004 (Vic)*, including determining the Designated Work Groups in accordance with the Act.
- (c) Health and Safety Representatives will be released for training in an accredited Occupational Health and Safety Course. This training will be conducted in paid work time.
- (d) All Employees will review, be familiar with and abide by the OH&S rules relating to the workplace as per the company induction program and updates as issued from time to time.

#### **50. BULLYING HARASSMENT AND DISCRIMINATION**

- (a) NPT 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) NPT 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 behavior.
  - (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 where either party deems it safe and appropriate to do so.
- (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 investigation by the CDC Australia (National Office) HR Team. NPT 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.

## 51. ATTENDANCE AT COURT OR BOARD OF INQUIRY

An Employee summoned to appear before any Court, Board of Inquiry or the Fair Work Commission 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, Board of Inquiry or the Fair Work Commission plus reasonable travelling expenses.

Proof of the requirement to attend shall be provided by the Employee to the satisfaction of the Employer.

## 52. FLEXIBILITY ARRANGEMENTS

- a) An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- i) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a)(i); and
  - iii) the arrangement is genuinely agreed to by the Employer and Employee.
- b) The Employer must ensure that the terms of the individual flexibility arrangement:
- i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c) The Employer must ensure that the individual flexibility arrangement:
- i) is in writing; and
  - ii) includes the name of the Employer and Employee; and
  - iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and

- (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- v) states the day on which the arrangement commences.
- d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The Employer or Employee may terminate the individual flexibility arrangement:
  - i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii) if the Employer and Employee agree in writing — at any time.

### **53. DUTIES AT BEGINNING AND END OF SHIFTS**

Where the duties required of an Employee include the operation of a patient transport vehicle, Employees will:

- a) Inspect the vehicle and equipment at shift commencement using the required check list, making every endeavour to complete the checks and be ready to respond to a dispatch not later than 10 minutes after the commencement of the shift. Where a situation arises that may require more than 10 minutes, a supervisor or manager must be informed, of the reason and the expected time to address the issue.
- b) At the conclusion of the shift, and prior to standing down from duty, the vehicle must be clean, refuelled and restocked in a state of total readiness for the next shift which will be using the vehicle. Any issue which would impact on the readiness of the vehicle must be immediately reported to a supervisor or manager. A period of duty is not concluded until all reasonable steps have been taken to ensure readiness of the vehicle for the next shift. To avoid doubt, where the performance of these duties extends beyond the end of the shift, overtime will be paid in accordance with Clause 24.

### **54. CLEARANCE CERTIFICATION REQUIREMENTS**

During employment with the Employer an existing Employee must provide a Police Clearance Certificate every three years and provide proof of a current Employment Working with Children Card. The Employer will reimburse the cost of these on presentation of a receipt when they are required.

## **PART 9 – PERFORMANCE MANAGEMENT and DISCIPLINARY PROCEDURE**

### **55. PERFORMANCE MANAGEMENT AND DISCIPLINARY PROCEDURE**

- a) NPT commits itself to effective and efficient management of performance and conduct. Disciplinary action, if appropriate, will only be taken after the performance, conduct or behaviour of an Employee has been addressed with that Employee.

#### **55.1 Performance management process**

- a) Where the Employer has concerns that an Employee's performance is not satisfactory, the
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concerns will first be addressed through informal discussions with the Employee.

- b) Where the Employer continues to have concerns about an Employee's performance after informal discussions, and further informal discussion is inappropriate, the Employer may implement a formal Performance Improvement Plan outlining the issues that are a concern, the corrective actions required, defined improvement targets and reasonable timeframes for improvement.
- c) The Plan may include but is not limited to:
  - a. Improvement targets.
  - b. Training/education.
  - c. Team activities.
  - d. Personal Development.
  - e. Informal catch-up discussions.
  - f. Coaching or mentoring.
- d) If the employee's work performance does not improve to a satisfactory standard following informal and formal processes as set out in this clause, the Employer may take disciplinary action against the Employee in accordance with Clause 55.3.

#### **55.2 Informal disciplinary process**

- a) Where the Employer has concerns about an employee's conduct, and those concerns are not sufficiently serious to warrant disciplinary action, the Employer may use informal processes to address the concerns. The possible outcome(s) of the informal disciplinary process are:
  - i. No action required;
  - ii. Informal counselling;
  - iii. Discussions between employees;
  - iv. Training; and/or
  - v. Mediation.
- b) The purpose of the informal disciplinary process is to support the employee and ensure that the relevant conduct is identified and addressed. The informal disciplinary process will not result in disciplinary action being taken against the employee.
- c) If an employee's conduct does not improve as a result of the informal disciplinary process, the Employer may commence the formal disciplinary process in accordance with clause 55.3.

#### **55.3 Formal disciplinary process**

- a) This subclause applies where an employee's performance has not improved following the processes set out in clause 53.1, or where the Employer has concerns about an employee's conduct that are sufficiently serious that the informal process set out in clause 55.2 is not appropriate.
- b) An investigation conducted as part of the formal disciplinary process shall be conducted as follows:
  - i. The Employer will ensure that Employee privacy and dignity are maintained during the investigation.
  - ii. The Employee concerned must cooperate during the investigation and may be required to attend meetings with management in paid time to facilitate the process.
  - iii. The Employee will be provided with details in writing of the alleged misconduct or unsatisfactory

performance. The Employee will also be given an opportunity to respond in writing, if they wish, before an interview.

- iv. The Employee will be provided with a reasonable time frame to respond to any allegations.
- v. Where a formal interview is to be conducted, the Employee will be advised as to the date, time and location of the interview, in writing, and the requirement to attend.
- vi. The Employee is entitled to bring a representative or support person to the meeting, and it is the responsibility of the Employee to make the necessary arrangements as quickly as possible. The parties involved will not unreasonably delay the process. The Employer will make reasonable adjustments to accommodate the representative or support person to attend.
  - i. An investigation must be conducted with confidentiality, and as promptly as possible having regard to the welfare of any and all staff members concerned.
  - ii. At the conclusion of an investigation, the Employee will be notified of the findings of the investigation and which (if any) allegations are substantiated in writing.
  - iii. If allegations of misconduct or unsatisfactory performance are substantiated, the Employer will notify the Employee of the disciplinary action it proposes to take.
  - iv. The Employee will be given an opportunity to further respond to the findings of the investigation and the proposed disciplinary action, and to outline any mitigating circumstances as per the show cause process.

c) Where possible, the Employer will apply the following disciplinary outcomes:

- i. No action.
- ii. Performance management.
- iii. Restorative Practices (may include but not limited to):
  - a. Performance management/Improvement plan.
  - b. Training/education.
  - c. Apology.
  - d. Team activities.
  - e. Personal development.
  - f. Informal catch-up discussions.
  - g. Coaching or mentoring.

d) Where the outcomes described in clause 55.3(c) are not appropriate, the Employer may issue a First warning to the Employee.

e) If allegations of misconduct or unsatisfactory performance are substantiated, and the Employee has received a First warning in the preceding 12 months for substantially similar misconduct, the Employer may issue a Second warning to the Employee.

f) If allegations of misconduct or unsatisfactory performance are substantiated, and the Employee has received a Second warning in the preceding 12 months for substantially similar misconduct, the Employer may issue a Third warning to the Employee.

g) If allegations of misconduct or unsatisfactory performance are substantiated, and the Employee has received a Final Third warning in the preceding 12 months for substantially similar misconduct, the Employer may terminate the Employee's employment with notice.

h) If allegations of serious and wilful misconduct are substantiated, the Employer may issue the Employee a First and Final warning, terminate the Employee's employment with notice, or summarily dismiss the Employee.

- i) Any warnings issued will remain on the Employee's personnel file for 12 months. If a period of 12 months elapses without any further warning or action being required in respect of the specific behaviour or performance issue that gave rise to the warning, all warnings relating to the behaviour or performance issue will be removed from the Employee's personnel file.

#### **55.4 Procedural fairness**

- a) All processes under this clause, including any preliminary or formal investigation(s) will be conducted in line with the principles of procedural fairness.
- b) During all stages in the processes described in this clause, the Employee has the right to representation by a person of their choice.

## **PART 10 – JOINT CONSULTATIVE ARRANGEMENTS**

### **56 JOINT CONSULTATIVE COMMITTEE**

- a) The employer and employees commit to a consultative approach to managing matters that affect the business and its employees.
- b) NPT will establish a Joint Consultative Committee (**JCC**) made up of equal numbers of employer and employee representatives.
- c) The committee will consist of at least 6 elected employee(s) and/or union representatives and 4 employer representatives and meet at regular intervals, a minimum of four times per year.
- d) For the avoidance of doubt, consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each parties views prior to the implementation of any outcome
- e) Attendance at JCC meetings will be in paid time for employee members at the rate applicable, taking into account all hours worked in the pay period in which the meeting occurs.
- f) The operation of the JCC does not meet the full requirements of the consultation obligations specified in clause 9 of this agreement which should be read separately to this clause
- g) All decisions or agreements reached at JCC are made separate to, and where appropriate, subject to consultation with the Health and Safety Committee (HSC).
- h) For clarity, the JCC does not have ultimate control over matters involving occupational health and safety (OH&S). All OH&S matters remain with the HSC.

DATED this 11 day of July 2023.



Chief Executive Officer  
National Patient Transport Pty Ltd



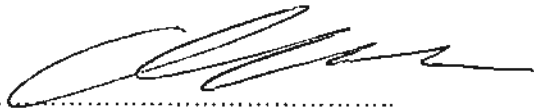
Witness

DAMIAN De ZILVA

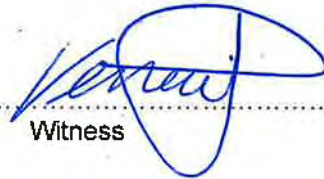
National Patient Transport Pty Ltd  
3/158-168 Browns Road  
Noble Park North VIC 3174

RUSSELL TRUMAN

(Name and address of witness)  
3/158-168 BROWNS RD  
NOBLE PARK NTH 3174



Nominated Employee Representative



Witness

Level 1 559 Queensberry St  
(Address) North Melbourne  
3051

Veronika Pechar - Level 1  
(Name and address of witness)  
559 Queensberry  
St, North Melbourne  
3051

DANNY HILL SECRETARY VAV

Nominated Employee Representative Authority to Sign Agreement  
on behalf of Employees

**DATED this                      day of 2023.**

.....  
Chief Executive Officer  
National Patient Transport Pty Ltd

.....  
Witness

.....  
National Patient Transport Pty Ltd  
20-22 Hardner Road  
Mt Waverley VIC 3149

.....  
(Name and address of witness)



Demi Pnevmatikos  
.....  
Nominated Employee Representative



.....  
Witness

c/- 833 Bourke Street  
DOCKLANDS VIC 3008  
.....  
(Address)

Yasmin Green c/- 833 Bourke Street  
DOCKLANDS VIC 3008  
.....  
(Name and address of witness)

Director – United Workers Union  
.....  
Nominated Employee Representative Authority to Sign Agreement  
on behalf of Employees



## APPENDIX 1: WAGES

### Hourly Wage Rates

Wage Rates	Rate prior to agreement	Rate at Approval of this agreement
Ambulance Attendant / Officer - Year 1	31.02	32.67
Ambulance Attendant / Officer - Year 2	31.27	33.28
Ambulance Attendant / Officer - Year 3	31.46	33.98
Ambulance Attendant / Officer - Year 4	32.00	34.17
Ambulance Attendant / Officer - Year 5		34.50
Ambulance Attendant / Officer - Year 6		34.84
Ambulance Attendant / Officer - Year 7		35.00
Client Service Officer - Year 1	27.33	28.67
Client Service Officer - Year 2	27.54	28.78
Client Service Officer - Year 3	27.70	28.98
Client Service Officer - Year 4		29.17
Client Service Officer - Year 5		29.27
Patient Transport Officer - Year 1	27.33	28.67
Patient Transport Officer - Year 2	27.54	28.78
Patient Transport Officer - Year 3	27.70	28.98
Patient Transport Officer - Year 4		29.17
Patient Transport Officer - Year 5		29.27

- a) Except as specified in clause Appendix 1 b(iii), wages for each classification will increase incrementally based on the number of years that an Employee has been employed with the Employer, calculated from the commencement date of the Employee's employment.
- b) For the purposes of determining the incremental increases within a classification the following will apply:
  - i) Full-time Employees will progress to the next wage increment following each year of service.
  - ii) Casual and part-time Employees will progress to the next wage increment following each year of service, provided the Employee has worked at least 780 hours of work within the calendar year; or if they have not completed 780 hours of work within a calendar year, once they have completed 780 hours of work.
  - iii) An Employee who was employed by the NPT Prior to the commencement of this agreement will remain on the yearly increment that applied under the previous agreement and will increment to the next step on the anniversary of their employment irrespective of their total length of service. As an example, and for clarity an Ambulance Attendant who may have been employed for 10 years and was previously on the maximum Year 4 rate will step to the new Year 5 rate on the next anniversary of their employment that falls after the commencement of this agreement.

## **APPENDIX 2: CLASSIFICATIONS**

### **Ambulance Attendant (AA) / Ambulance Officer (AO)**

Is an Employee who has successfully completed:

- A Diploma of Paramedical Science (Ambulance), and;
- Completion of a minimum of 400 hours operational stretcher experience under the direct supervision of a clinical instructor, and;
- Successful completion of a Clinical Skills Assessment
- Holds a recognised equivalent qualification and/or experience recognised by the NEPT Act 2005 and regulations

An Ambulance Attendant is qualified to provide a medium acuity level of care and treatment to patients as defined within the Clinical Practice Protocols.

### **Client Service Officers (Communications Centre):**

Is an Employee who is trained to perform workload planning, dispatch and/or call taking duties within a Communications Centre and who, in addition, is required to determine the priorities for allocation of human and physical resources and to control the work of patient transport crews.

### **Clinical Instructor (CI)**

Is an Employee who is an Ambulance Attendant who is appointed to the role and provides clinical training to Employees and whose qualification and training meet the requirements of the NEPT act and regulations of 2005.

### **Ambulance Attendant Supervisor**

Is an Employee who is an Ambulance Attendant who is appointed to the role and is rostered to provide supervisory support to an employee whose qualification and training are at a level that necessitates additional supervised experience in order to meet accreditation requirements of the NEPT Act and Regulations.

### **Patient Transport Officer (PTO)**

An Employee who has completed the Certificate III in Non-Emergency Patient Transport or has an equivalent qualification assessed as such by a Registered Training Organisation and who provides basic care and transport of non-emergency patients. This role is as defined in the NEPT act and regulations of 2005.