



DECISION

Fai

r Work Act 2009

s.185—Enterprise agreement

Royal Flying Doctor Service of Australia
(AG2021/7909)

ROYAL FLYING DOCTOR SERVICE VICTORIA PATIENT TRANSPORT EMPLOYEES ENTERPRISE AGREEMENT 2021

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 8 NOVEMBER 2021

*Application for approval of the Royal Flying Doctor Service Victoria Patient Transport
Employees Enterprise Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Royal Flying Doctor Service Victoria Patient Transport Employees Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Royal Flying Doctor Service of Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] I note that clause 34.6 may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 5.4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[6] The United Workers' Union 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) I note that the Agreement covers the organisation. Further, the Victorian Ambulance

Union Incorporated has also advised that the employees it represents support approval of the Agreement.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 November 2021. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/7909

Applicant: Royal Flying Doctor Service of Australia (Victorian Section)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Cherie Scifo, General Manager – People & Culture have the authority given to me by Royal Flying Doctor Service of Australia (Victorian Section) to give the following undertakings with respect to the Royal Flying Doctor Service Victoria Patient Transport Employees Enterprise Agreement 2021 ("the Agreement"):

1. Notwithstanding Clause 15.1(e), an apprentice is entitled to notice of termination in accordance with the National Employment Standards.
2. Notwithstanding Clause 16.8, an apprentice is entitled to redundancy in accordance with Clause 16 of the Agreement.
3. Notwithstanding Schedule 1 Rates of Pay – Administration Officers, Administration Officers will be paid according to the following table:

Classification	Hourly Rate
Operations Centre Coordinator – Year 1	\$27.31
Operations Centre Coordinator – Year 2	\$28.63
Administration Officer 1 – Year 1	\$24.03
Administration Officer 1 – Year 2	\$24.57
Administration Officer 1 – Year 3	\$25.57
Administration Officer 2 – Year 1	\$27.26
Administration Officer 2 – Year 2	\$27.79
Administration Officer 2 – Year 3	\$29.01
Administration Officer 3	\$30.39
Administration Officer 4	\$32.20

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

C. B. Scifo

_____**Signature**

_____**1 November 2021 Date**

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



Royal Flying Doctor Service of Australia (Victorian Section) Patient Transport Employees Enterprise Agreement 2021

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement shall be known as the Royal Flying Doctor Service Victoria Patient Transport Employees Enterprise Agreement 2021.

2 Arrangement

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3 Definitions

Act: means *the Fair Work Act 2009* (Cth) as amended from time to time.

Agreement: means the Royal Flying Doctor Service Victoria Patient Transport Employees Enterprise Agreement 2021.

Award: means the Ambulance and Patient Transport Industry Award 2020 as amended from time to time.

CPI: means the amount published in the Australian Bureau of Statistics table 6401.0 – All Groups Consumer Price Index, weighted average of eight capital cities, based on annual percentage increase of the preceding March quarter.

Employee: means an Employee employed by Royal Flying Doctor Service Victoria in a classification as set out at clause 17.

Employer: means Royal Flying Doctor Service Victoria.

NEPT Act: means the *Non-Emergency Patient Transport Act 2003* (Vic) as amended from time to time.

NES: means the National Employment Standards in the Act.

Roster Cycle: means 28 days

4 Parties to the Agreement

The parties to this Agreement are:

- 4.1 The Employer with regard to its patient transportation operations in the State of Victoria;
- 4.2 All Employees employed in the classifications of work contained within this Agreement; and
- 4.3 Upon the Employer lodging this Agreement with the Fair Work Commission for approval pursuant to the Act as amended from time to time, the Employer will advise the Victorian Ambulance Union Incorporated and the United Workers' Union of the lodgement in order for them to apply to be covered by the Agreement under section 183 of the Act or lodge a declaration under section 185(2)(b) of the Act.

5 Operation of Awards, Agreement and the NES

- 5.1 This Agreement incorporates the Award, as varied from time to time.
- 5.2 Where there is any inconsistency between a term in this Agreement and a term of the Award referred to in clause 5.1 which has been incorporated, the term in this Agreement shall take precedence to the extent of the inconsistency.
- 5.3 In incorporating provisions from the Award into this Agreement, any incorporated provisions are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words "this Award" would become "this Agreement".
- 5.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6 Date and Period of Operation

- 6.1 This Agreement shall operate from the first pay cycle commencing seven days after the

date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2024 ('the Term').

- 6.2 Parties agree to commence negotiating the new agreement six months prior to the conclusion of this Agreement in accordance with the Act.

7 Mutual Objectives

The parties are committed to maintaining and improving productivity, efficiency and flexibility, which will in turn maintain and increase the ability of the Employer to deliver the best possible service to the community.

PART 2 - CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY ARRANGEMENTS

8 Consultation Regarding Major Workplace Change

- 8.1 This term applies if the Employer:
- (a) 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
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change Consultation

- 8.2 For a major change referred to in sub clause 8.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 8.3 to 8.9 and 8.15 will apply.
- 8.3 The relevant Employees may appoint a representative for the purposes of consultation in relation to major change.
- 8.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 8.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees and any appointed representative/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion, provide in writing to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees; and

- (c) invite the relevant Employees and any representative/s to give their views about the impact of the major change.
- 8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.8 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 sub clauses 8.2(a), 8.3 and 8.5 are taken not to apply.
- 8.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work Consultation

- 8.10 For a change referred to in sub clause 8.1(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clauses 8.11 to 8.15 will apply.
- 8.11 The relevant Employees may appoint a representative for the purposes of consultation in relation to change to regular roster or ordinary hours of work.
- 8.12 If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
 the Employer must recognise the representative.
- 8.13 As soon as practicable after proposing to introduce the change, the Employer must:
 - (a) discuss with the relevant Employees and any representative/s the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (c) invite the relevant Employees and any representative/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

information to the relevant Employees.

- 8.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees in this term.

9 Dispute Resolution

- 9.1 In the event of a dispute about a matter under this Agreement, or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee/s concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee/s concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.3 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute including mediation, conciliation and arbitration.
- 9.4 The Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause, including the Ambulance Employees Australia – Victoria (United Workers' Union) or the Victorian Ambulance Union Incorporated or its successor.
- 9.5 While the dispute resolution procedure is being conducted, work must continue in accordance with the usual practice existing prior to the dispute arising. Subject to applicable occupational health and safety legislation, an Employee must reasonably comply with the direction by the Employer to perform work, whether at the same or another workplace, which is safe and appropriate for the Employee to perform.

10 Individual Flexibility Arrangements

- 10.1 Despite anything else in this Agreement, the Employer and an individual Employee may agree, by way of an Individual Flexibility Arrangement, to vary the application of the terms of this Agreement relating to one or more of the following in order to meet the genuine needs of both the Employee and the Employer:
- (a) arrangements about when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 10.2 An Individual Flexibility Arrangement must be one that is genuinely made by the Employer and the individual Employee without coercion or duress.
- 10.3 An Individual Flexibility Arrangement may only be made after the individual Employee has commenced employment with the Employer.
- 10.4 An Employer who wishes to initiate the making of an Individual Flexibility Arrangement must:
- (a) give the Employee a written proposal; and
 - (b) advise the Employee of their right to seek legal and industrial advice in relation to the proposed Individual Flexibility Arrangement; and

- (c) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 10.5 An Individual Flexibility Arrangement must result in the Employee being better off overall at the time the Individual Flexibility Arrangement is made than if the Individual Flexibility Arrangement had not been made.
- 10.6 An Individual Flexibility Arrangement must do all of the following:
 - (a) state the names of the Employer and the Employee; and
 - (b) identify the clause/s of the Agreement, the application of which is to be varied; and
 - (c) set out how the application of the Agreement clause/s, or each Agreement clause, is varied; and
 - (d) set out how the Individual Flexibility Arrangement results in the Employee being better off overall at the time the Individual Flexibility Arrangement is made than if the Individual Flexibility Arrangement had not been made; and
 - (e) state the date the Individual Flexibility Arrangement is to start.
- 10.7 An Individual Flexibility Arrangement must be:
 - (a) in writing; and
 - (b) signed by the Employer and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 10.8 Except as provided in sub clause 10.7(b), an Individual Flexibility Arrangement must not require the approval or consent of a person other than the Employer and the Employee.
- 10.9 The Employer must keep the Individual Flexibility Arrangement as a time and wages record and give a copy to the Employee.
- 10.10 The Employer and the Employee must genuinely agree, without duress or coercion to any variation of the Agreement provided for by the Individual Flexibility Arrangement.
- 10.11 An Individual Flexibility Arrangement may be terminated:
 - (a) at any time, by written agreement between the Employer and the Employee; or
 - (b) by the Employer or Employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the Individual Flexibility Arrangement was entered into before the first full pay period starting on or after 4 December 2013).
- 10.12 An Individual Flexibility Arrangement terminated as mentioned in sub clause 10.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 10.13 The Employer must ensure that the terms of the Individual Flexibility Arrangement:
 - (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act.
- 10.14 The right to make an Individual Flexibility Arrangement under this clause is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an Employer and an individual Employee.

11 Requests for Flexible Working Arrangements

- 11.1 Employees may request a change in working arrangements.

NOTE 1: Clause 11 applies where an employee has made a request for a change in working arrangements under section 65 of the Act. Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A) of the Act. An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see sections 65(5) and (5A)).

NOTE 2: Clause 11 is an addition to section 65. Clause 11 supplements or deals with matters incidental to the NES provisions.

11.2 Responding to a request for change in working arrangements

Before responding to a request made under section 65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: An employer must give an employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4) of the Act). If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

11.3 What the written response must include if the Employer refuses the request:

- (a) Clause 11.3 applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 11.2.
- (b) The written response to the Employee's request must include details of the reasons for the refusal, including the business ground/s for the refusal and how the ground/s apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under clause 11.2, then the written response must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

11.4 What the written response must include if a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under clause 11.2 on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

11.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 11, can be dealt with under clause 9—Dispute Resolution.

PART 3 – EMPLOYMENT RELATIONSHIP AND OTHER MATTERS

12 Types of Employment

12.1 Prior to commencing employment, the Employer shall provide an Employee with written confirmation of the terms of employment which will specify whether they are full-time, part-time or casual, an outline of their duties, details of hours and days of work, the classification and rate of pay and any other relevant details.

12.2 Full-time employment:

A full-time Employee shall mean an Employee who is employed to work an average of 38 ordinary hours each week. These hours may be averaged over a roster cycle to allow for more flexible rostering.

12.3 Part-time employment:

- (a) A part-time Employee shall mean an Employee who is employed to work ordinary hours of less than 38 hours each week or less than an average of 38 hours per week over a roster cycle.
- (b) A written agreement specifying the hours to be worked each day, days to be worked and commencement and finishing times will be provided on commencement of part-time employment. Any variation to the regular pattern of work must be agreed and recorded in writing.
- (c) A part time Employee who is requested by the Employer to work an additional shift that is in addition to their ordinary shifts will be paid as overtime in accordance with clause 29.
- (d) All time worked in excess of the rostered shift length specified in accordance with sub clause 12.2(b) will be paid as overtime in accordance with clause 29.
- (e) A part-time Employee is entitled to receive remuneration, leave and other paid entitlements, on a pro rata basis to a full-time Employee employed for 38 hours per week for that classification, according to the number of hours worked.
- (f) The minimum shift length for a part-time Employee will be four consecutive hours.
- (g) In circumstances where a part time Employee is regularly working more than their contracted hours, the part time Employee may make a request in writing to the Employer for their contracted hours to be adjusted to reflect the hours regularly worked and the Employer shall consider this request subject to operational requirements and not unreasonably refuse such a request.

12.4 Casual employment:

- (a) A casual Employee is an Employee who is engaged and paid as such but will not include a part time or full-time Employee.
- (b) On each occasion that a casual Employee is required to attend work the Employee will be paid for a minimum of three hours' work.
- (c) A casual Employee shall be paid for such hours worked at an hourly rate calculated on:
 - (i) a base rate of 1/38th of the wage rate set out in Schedule 1 for the relevant classification; plus a casual loading of
 - (ii) 25% loading on base rate for all work on weekdays; or
 - (iii) 75% loading on base rate for work on weekends; or
 - (iv) 100% loading on base rate for work on public holidays.
- (d) The casual loadings in sub clauses 12.3(c)(ii) to (iv) are intended to compensate for entitlements a casual Employee is not entitled to including paid annual leave, paid personal/carer's leave, paid compassionate leave, parental leave (except for eligible casuels), payment for absence on a public holiday, payment in lieu of

notice of termination, redundancy pay and entitlements under this Agreement that do not apply to casual Employees.

- (e) The casual loadings prescribed by sub clauses 12.3(c)(ii) to (iv) will not be paid for overtime hours worked.
- (f) The overtime penalty rates prescribed in clause 29.5 will be paid to a casual Employee in the following circumstances:
 - (i) for work performed in excess of rostered hours per shift; and/or
 - (ii) for work performed in excess of 76 hours per fortnight.

12.5 Right to request casual conversion:

- (a) A casual Employee will be offered casual conversion in accordance with the NES.
- (b) Residual rights to request casual conversion will also be in accordance with the NES and clause 12.5(c) below.
- (c) A casual Employee may make a request of the Employer under this clause if:
 - (i) the Employee has been employed by the Employer for a period of at least 12 months beginning the day the employment started; and
 - (ii) the Employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be); and
 - (iii) all of the following apply:
 - the casual Employee has not, at any time during the 6-month period referred to in clause 12.5(c)(ii), refused an offer to convert from casual employment to ongoing employment; and
 - the Employer has not, at any time during the 6-month period referred to in clause 12.5(c)(ii), given the casual Employee notice that it has decided not to make an offer of casual conversion to the casual Employee; and
 - the Employer has not, at any time during the 6-month period referred to in clause 12.5(c)(ii), given a response to the casual Employee refusing a previous request to convert from casual to ongoing employment; and
 - the request is not made during the period of 21 days after the casual Employee has been employed by the Employer for a period of 12 months.
- (d) Nothing in clause 12.5(c) prevents a casual Employee from requesting to convert to full-time or part-time employment outside the provisions of that clause, or prevents the Employer from granting such a request.
- (e) Any request under clause 12.5 must be in writing and provided to the Employer.
- (f) Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a casual Employee as defined in clause 12.5; or
 - (ii) it is known or reasonably foreseeable that the casual Employee's position will cease to exist within the next 12 months; or

- (iii) it is known or reasonably foreseeable that the hours of work which the casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the Employer refuses a casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the Employee or the Employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in clause 12.5, the Employer and Employee must discuss and record in writing:
 - (i) the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the Employee will become a part-time Employee, the matters referred to in sub clause 12.3(b).
- (l) The conversion will take effect from the start of the next roster cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment where it has been genuinely agreed between the Employer and the Employee. The agreement must be in writing.
- (n) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 12.5.
- (o) Nothing in clause 12.5 obliges a casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a casual Employee to so convert.
- (p) Nothing in clause 12.5 requires an Employer to increase the hours of a casual Employee seeking conversion to full-time or part-time employment.
- (q) An Employer must provide a casual Employee with a copy of the provisions of clause 12.5 within the first 12 months of the Employee's first engagement to perform work.
- (r) A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in sub clause 12.5(q).

13 Hours of Work

- 13.1 Ordinary hours of work for full-time Employees will be 38 hours per week or an average of 38 hours per week spread over the Employee's Roster Cycle.
- 13.2 Full time and part time Employees will be rostered to work in accordance with clauses 12 and 27.

14 Probationary Period

All new Employees (other than casuals) will commence employment with a six month probationary period. During the probationary period their employment may be terminated with one week's notice either by the Employee or the Employer. The Employer may at its entire discretion pay the Employee in lieu of all or some of the notice period.

15 Notice of Termination

15.1 Notice of termination by Employer

- (a) In order to terminate the employment of a full-time or part-time Employee the Employer shall give to the Employee written notice of the period specified in the table below:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
Over 5 years	4 weeks

- (b) In addition to this notice, an Employee over 45 years of age at the time of the giving of the notice who has not less than two years' continuous service is entitled to an additional one week of notice.
- (c) Payment in lieu of the notice period will be made if the appropriate notice period is not required to be worked. At the Employer's discretion, employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the full rate of pay an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated, will be used.
- (e) The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies summary dismissal on the grounds of serious misconduct. Notice of termination also does not apply in the case of casual Employees, training arrangement Employees (other than apprentices), or Employees engaged for a specific period of time or for a specific task or tasks.

15.2 Notice of termination by an Employee

- (a) The notice of termination required to be given by an Employee is the same as that required of the Employer, save that there is no requirement of the Employee to give additional notice based on the age of the Employee concerned.
- (b) If an Employee who is at least 18 years old does not give the period of notice required under clause 15.2, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

15.3 Time off during notice period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day as 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.

16 Redundancy

16.1 Definition

Redundancy occurs when the Employer no longer requires the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour or as a result of a transfer of business where section 122 of the Act shall apply.

16.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to receive if the employment had been terminated.

16.3 Severance pay

In addition to the period of notice prescribed for termination in clause 15.1, an Employee whose employment is terminated by reason of redundancy, or an Employee who has been transferred to lower paid duties by reason of redundancy, must be paid, subject to any further order of the Fair Work Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
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

16.4 Weeks' pay means the base rate of pay for the Employee's ordinary hours of work.

16.5 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in the circumstance the Employee will not be entitled to payment in lieu of notice.

16.6 Alternative employment

An Employee may not be entitled to severance pay if an offer of employment is refused by that Employee in the circumstances referred to in sections 120 and 122 of the Act.

16.7 Time off during notice period

- (a) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day as time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) 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, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

16.8 Employees exempted

This clause 16 shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or where an Employee is a casual employee, apprentice or employee engaged for a specific period of time or for specific task or tasks.

17 Classifications Definitions

17.1 Operational Employees

- (a) **Patient Transport Officer (PTO)** is 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.
- (b) **Ambulance Transport Attendant (ATA)** is an Employee working in the position of Ambulance Attendant ('AA') / Ambulance Officer ('AO') who has completed:
 - (i) a Diploma of Paramedical Science (Ambulance) or Diploma of Health Science (Emergency Care) or higher degree, however titled in each State or Territory and has completed all the required supervised clinical practice; or
 - (ii) a recognised equivalent qualification to that stated in sub clause 17.1(b)(i) and/or experience recognised by the NEPT Act and any regulations made under the NEPT Act, and
 - (iii) successful completion of required clinical placements and a Clinical Skills Assessment.

The principal duties of an ATA include assessment, treatment, care and transport of non-emergency patients as defined within the Non-Emergency Patient Transport: Clinical Practice Protocols published by the Department of Health or its successor.
- (c) **Clinical Instructor (CI)** is an Employee 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 any regulations made under the NEPT Act.
- (d) **Operations Centre Coordinator** is an Employee who has been trained to take non-emergency telephone calls and transportation requests and dispatches work to rostered crews.
- (e) **Clinical Supervisor (CS)** is an Employee who provides clinical supervision to Employees and must have previously worked as:
 - (i) an ambulance paramedic for an emergency ambulance service; or
 - (ii) an ATA or equivalent with a non-emergency patient transport service.
- (f) **Clinician** is an Employee who is contactable via a control call to provide clinical advice to crew members.

17.2 Non-Operational Employees

- (a) **Administration Officer 1** is a non-operational Employee who undertakes clerical duties, prepares routine documentation, organises office supplies, performs basic word processing and responds to enquiries.
- (b) **Administration Officer 2** is a non-operational Employee responsible for performing a range of administrative functions to ensure the smooth running of the office, dealing with enquiries, preparing standard reports and ensuring data accuracy. This level position requires high level of administrative experience, computer competency and basic understanding of regulations, legislation and codes of practice.
- (c) **Administration Officer 3** is a non-operational Employee who is responsible for duties which include sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives, keeping abreast of products, processing payments and maintaining records. This level of position requires extensive administration experience, strong levels of computer literacy and word processing, spread sheeting and presentation software and a moderate understanding of regulations, legislation and codes of practice.
- (d) **Administration Officer 4** is a non-operational Employee who manages the office, committees and/or issues requiring investigation and analysis. Duties for this level of position may include compilation and follow up of agendas, planning and organisation of meetings, development of office and administrative

systems, supervising purchasing and procurement or responsibility for checking the work of other staff.

18 Rates of Pay

Ordinary weekly and hourly rates of pay are contained in Schedule 1.

19 Progression Through Pay Points

- 19.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point.
- 19.2 Employees who were classified as ATA1 year 3 prior to the commencement of this Agreement will progress through to level 4 of the new pay scale and thereafter by annual movement to the next pay point.

20 Classification and Wage Rate Increases

- 20.1 Employee rates of pay will be adjusted in accordance with Schedule 1 of this Agreement. Payment adjustments will be made from the first pay cycle commencing seven days after the date of approval by the Fair Work Commission.
- 20.2 Future increases will take effect annually in the first full pay cycle after 1 July, commencing 2022, and will be adjusted by the higher of 1.5% or CPI for the term of the Agreement.
- 20.3 Base Hourly Pay Rates and allowances in this Agreement will remain equal to or greater than the respective base rates of pay and allowances in the Award as varied from time to time.

21 Payment of Wages

All wages will be paid fortnightly, by electronic funds transfer into a bank account nominated by an Employee. Pay day will be no later than Friday after the completion of the rostered fortnight ending on the Sunday at midnight. Shifts commenced prior to midnight Sunday will be included.

22 Accident Make Up Pay

- 22.1 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 Rehabilitation and Compensation Act 2013 (Vic)* or subsequent legislation. Accident make up pay is payable for a period of 39 weeks in respect of any one injury.
- 22.2 Accident make up pay is the difference between the weekly payments of compensation under Compensation Act and the Employee's weekly rate of pay averaged out over the previous twelve months.

23 Shift Allowance

- 23.1 All rostered hours of work which occur between 18:00 hours and 22:00 hours will entitle the Employee to an additional payment of \$5.00 per hour or part thereof and all hours of work which occur between 22:00 hours and 06:30 hours will entitle the Employee to an additional payment of \$7.00 per hour or part thereof. Rostered hours concluding at 18:00, or rostered hours commencing at 06:30, will not entitle the Employee to the shift allowance.
- 23.2 To ensure that an Employee is better off overall in relation to clause 18.2(g) of the Award, the Employer will complete a payroll reconciliation on a four-weekly basis. If the conclusion is that an Employee is not better off overall, 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 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.

24 Weekend Rate of Pay

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

25 Travel Allowance

- 25.1 An Employee required to travel on duty is entitled to be reimbursed for all reasonably incurred expenses of fares, meals and accommodation.
- 25.2 An Employee required to report for duty to a workplace, other than that to which the Employee is normally rostered or posted:
- (a) is entitled to travel to and from such workplaces in the Employer's time and fares and incidental expenses will be paid by the Employer; or
 - (b) if required to use their own motor vehicle in connection with the Employer's business, the Employee is entitled to be reimbursed at the rate of \$0.80 per kilometre. Where possible the Employee will use a business vehicle for travel.
 - (c) \$0.80 per kilometre applies to the kilometres travelled in addition to those normally travelled by the Employee.
- 25.3 Sub clause 25.2(b) will not apply:
- (a) 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
 - (b) to an Employee who changes roster by agreement with another Employee.

26 Living Away From Home Allowance

- 26.1 An Employee required to relieve another Employee and to live away from home is entitled to receive:
- (a) an allowance to cover meal expenses only when work requires them to be away from home for a minimum of one nights' stay in another location. Meal allowances are:
 - Breakfast \$16.65
 - Lunch \$33.32
 - Dinner \$49.98
 - Total meal allowance claimable per nights' stay \$99.95;
 - (b) travel allowance in accordance with clause 25; and
 - (c) reasonable accommodation provided by the Employer.
- 26.2 Employees in receipt of a meal allowance under this clause are not entitled to a meal allowance under clause 31.3.
- 26.3 Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of \$22.84 per night. This is to cover incidentals such as laundry services.
- 26.4 Living away from home allowance will not be paid:
- (a) 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
- (b) to an Employee who changes roster by agreement with another Employee; or
- (c) if an Employee requests to be rostered at another location other than the Employee's normal work location.

27 Rosters

- 27.1 Rosters will show an Employee's workplace, rostered days on and days off, start and finish times, and any on call periods over a period of 28 days. Rosters will be posted 28 days in advance of the rostered period.
- 27.2 Non-operational Employees will work their ordinary hours of work on the basis of a roster to be agreed and approved by the Employer.
- 27.3 For incidents of sickness of an Employee or other unforeseen circumstances, including to meet customer requirements, an Employee may be asked to change a shift at short notice.
- 27.4 A set shift has a specified start and finish time for the Employee to be at the workplace.

28 On-Call Rosters and Control Call Allowance

- 28.1 An Operational 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 \$6.00 per hour or part hour.
- 28.2 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 3 hours per call, for the time so worked in any period during which the Employee is on-call, provided that 3 hours has elapsed from the commencement of the previous call.
- 28.3 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.
- 28.4 An Employee will be free from on-call duty:
 - (a) every second weekend; and
 - (b) for at least eight days in each 14 consecutive day period.
- 28.5 No Employee will be rostered on-call from the time of ceasing duty immediately before the Employee's rostered day off until the time of commencing duty immediately after the rostered day off except in accordance with the provisions of clause 28.6 below
- 28.6 Where a majority of Employees at a branch and the Employer agree, an Employee can be rostered on-call immediately before the commencement of a rostered period of duty and/or immediately before an Employee's rostered day off.
- 28.7 Except on weekends, public holidays or in cases of emergency, an Employee will not be rostered on-call between 9:00 hours and 17:00 hours.
- 28.8 An on-call roster shall not require an Employee to be on-call for a period of less than six hours except by mutual agreement between the Employer and the Employee concerned.
- 28.9 For the purposes of this clause, when on-call an Employee is required to make themselves available such that they are able to respond and be at the workplace within 45 minutes of receiving a call.

Control Call Allowance

- 28.10 Where an Employee performs duties as a Clinician and is required to be available to Royal Flying Doctor Service Victoria, Patient Transport Employees Enterprise Agreement 2021

attend to telephone calls in order to direct other Employees to duty, the Employee will be entitled to \$7.00 per hour or part hour.

29 Overtime - Reasonable Additional Hours

- 29.1 Subject to the provisions of clause 29.3, Employees may be requested to work reasonable additional hours per week to meet the operational requirements of the Employer.
- 29.2 The Employer may request an Employee to work reasonable additional hours. An Employee may refuse to work additional hours if they are unreasonable.
- 29.3 Reasonable additional hours shall be in accordance with the provisions of the Act. Therefore, in determining whether the additional hours that an Employee is requested by the Employer to work are reasonable, the following factors are relevant:
- (a) any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours; and
 - (b) the Employee's personal circumstances (including family responsibilities); and
 - (c) the operational requirements of the workplace in relations to which the Employee is required or requested to work the additional hours; and
 - (d) whether the Employee is entitled to overtime payment, penalty rates or other compensation for, or a level of remuneration, that reflects an expectation of working additional hours; and
 - (e) any notice given by the Employer of the requirement or request that an Employee work additional hours; and
 - (f) any notice given by the Employee of the Employee's intention to refuse to work the additional hours; and
 - (g) usual patterns of work in the industry, or part of the industry in which the Employee works; and
 - (h) the nature of the Employee's role and level of responsibility; and
 - (i) whether the additional hours are in accordance with the averaging hours terms provided for in the Agreement; and
 - (j) any other relevant matter.
- 29.4 An Employee and the Employer may agree that the Employee may take breaks during any additional hours worked by the Employee.
- 29.5 Rates of pay for overtime will be based on ordinary rates of pay and paid as follows:
- (a) Time and one half for the first two hours and double time thereafter for any work that exceeds the number of hours fixed as a day's, week's or fortnight's work.
 - (b) Double time for overtime work done on Saturdays and Sundays.
 - (c) Double time and a half for all overtime work done on public holidays.
 - (d) 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 period of duty.
- 29.6 Rest period after overtime
- (a) Overtime should be arranged so that an Operational Employee has at least ten consecutive hours off duty between work on successive days.
 - (b) An Employee working overtime, who does not have at least ten consecutive hours off duty between workdays, will be released until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time during such absence.

- (c) An Operational Employee who is required to continue or resume work without having had ten consecutive hours off duty, will be paid at double time until released from duty for such period
- (d) The Employee in sub clause 29.6(c) is then entitled to be released from duty under sub clause 29.6(b).
- (e) The provisions on rest periods after overtime do not apply where an Employee initiates a roster change.

30 Acceptance of Jobs

30.1 Up to 60 minutes prior to end of shift

If a job is issued up to 60 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 supervisor, these conversations must take place en 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.

30.2 At any time during the shift

If a job is issued, it can be refused if it will take the crew past reasonable overtime, as described in clause 29.3 to complete the job and return to the branch.

30.3 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.

31 Meal Crib Breaks

31.1 Operational Employees are entitled to a 30-minute paid meal crib break for each rostered shift and such break will be provided no later than five hours from commencement of shift.

31.2 Operational Employees are entitled to two 30-minute paid meal crib breaks when rostered to shifts in excess of 10.5 hours.

31.3 An Operational Employee is entitled to a meal crib allowance of \$16.65 on each occasion of the taking of a meal crib break to compensate for purchasing a meal crib away from the Employee's branch or usual place of work, except when a meal crib has been provided by the Employer.

31.4 An Operational Employee directed to work for more than five consecutive hours without receiving a meal crib break, is entitled to an allowance of \$4.40.

31.5 An Operational Employee called back to duty before having consumed a meal during a meal crib break, is entitled to one spoiled meal allowance of \$16.65 in any shift. The Employee may be required to present satisfactory evidence of such spoilage to the Employer.

31.6 An Operational Employee requested or required to work overtime for more than two hours beyond the Employee's normal finishing time, is entitled to an overtime meal crib allowance of \$20.83.

32 Rest Breaks

Where practical, Employees are entitled to two paid ten-minute rest breaks each day, counted as time worked, as follows:

- (a) the first, between commencement of work and the usual meal crib break; and
- (b) the second between the usual meal crib break and cessation of work.

33 Shift Lengths and Maximum Number

33.1 Shift length

Rostered shifts will normally be between five and 12 hours duration. Shift lengths shorter than five hours will be allocated only on a mutually agreed basis between an Employee and the Employer.

33.2 Maximum number of consecutive shifts

- (a) No Employee, unless upon request by the Employee, will be rostered to work more than six shifts consecutively or in the case of 12-hour shifts no more than two shifts on consecutive days.
- (b) No Employee, unless upon request by the Employee, will be rostered to work more than four night shifts consecutively.
- (c) Any Employee, who agrees to work more than 11 consecutive shifts without 24 hours off duty, will be paid for the twelfth and any further consecutive shift worked at the rate of triple time until 24 hours off duty is provided.

33.3 Rest breaks between shifts

- (a) Rostered shifts must provide for a minimum of ten consecutive hours' break between each shift.
- (b) An Employee who works so much overtime between rostered shifts such that they cannot have ten consecutive hours off duty, will be allowed to commence their next shift later until they have had a ten hour break, without loss of pay and without being required to make up the time.

PART 4 - Types of Leave and Public Holidays

34 Public Holidays

34.1 An Employee shall be entitled to the following holidays without loss of pay:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
- (b) Australia Day, ANZAC Day, Sovereign's Birthday, Labour Day; and
- (c) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

34.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.

34.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.

34.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

34.5 A day declared or proclaimed by the State of Victoria to be a public holiday other than those set out in clause 34.1 will be observed as a public holiday.

34.6 By agreement between the Employer and a majority of Employees in the business or

section, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

34.7 Where an Employee works on a public holiday the Employee will be paid at double time and a half for all hours worked.

34.8 A part-time Employee will not be entitled to payment for a public holiday in accordance with clause 34.1 above, where the public holiday does not fall on a day within the Employee's regular pattern.

35 Personal/Carer's Leave

Personal/Carers leave is provided for in the NES. This clause contains additional provisions.

(a) 12 days of paid personal leave will be available to full-time Employees.

(b) Part-time Employees will accrue personal leave days on a pro-rata basis.

36 Compassionate Leave

Compassionate leave is provided for in the NES.

37 Community Service Leave

Community service leave is provided for in the NES.

38 Jury Service Leave

Jury service leave is provided for under the NES and the *Juries Act 2000* (Vic).

39 Long Service Leave

39.1 Employees are entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 2018* (Vic), as amended from time to time, including;

(a) 13 weeks on the completion of ten years continuous employment; and

(b) 1.3 weeks for every additional completed year of continuous employment after ten years; and

(c) an entitlement to pro rata Long Service Leave after seven years.

39.2 If an Employee's employment is ended and the Employee has completed at least seven years of continuous employment, then an amount of Long Service Leave equal to 1.3 weeks per year for the period of service shall be paid upon employment ending.

39.3 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 of Long Service Leave equal to 1.3 weeks per year for the period of service.

39.4 Long Service Leave shall exclude any public holiday occurring during the period when the leave is taken.

39.5 An Employee may request the Employer to grant the Employee an amount of Long Service Leave twice as long as the amount to which the Employee would otherwise be entitled at a rate of pay equal to half the Employee's ordinary pay.

39.6 Casual Employees are entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act.

- 39.7 In addition to the provisions of the Long Service Leave Act, Employees are entitled to the following more favourable benefits:
- (a) An additional 1.3 weeks Long Service Leave on top of the 1.3 weeks accrued for each year of service between ten and 15 years of service.
 - (b) An additional .43 weeks of Long Service Leave on top of the 1.3 weeks accrued for each year of service after 15 years of service.
 - (c) An Employee who has completed at least ten years of service and whose employment terminates, such amount of long service leave as equals one thirtieth of the period of service.

40 Parental Leave

Parental leave is provided for in the NES.

41 Annual Leave

- 41.1 Except for casual Employees, Employees are entitled to paid annual leave of four weeks for each year of service. Shift workers will be entitled to an additional week of annual leave. For the purposes of the additional week's annual leave provided by the NES, a shift worker is defined as a permanent Employee who is:
- (a) a full-time Employee able to be rostered to any shift starting time, or a part-time Employee whose agreed roster pattern includes ordinary hours concluding between 00:00 hours and 09:00 hours; and
 - (b) during the financial year (i.e. from 1 July to 30 June) worked 130 or more weekend hours, with hours between 00:00 hours on Saturday and 23:59 hours on Sunday constituting weekend hours. For the purposes of calculating the weekend hours, on-call shifts will count only if called out for duty.
- 41.2 Employees are generally required to take their annual leave in blocks of not less than one week unless the Employee and the Employer mutually agree to vary this.
- 41.3 An Employee's entitlement to annual leave accrues progressively during the year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 41.4 When taking annual leave, an Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period. This includes any allowances, loading, shift penalties or over-award payments which would have been received had the Employee not been on leave.
- 41.5 In addition to the payment on annual leave set out in clause 41.4, the Employer must pay the Employee a loading of 17.5% of the Employee's ordinary pay for ordinary hours the Employee would have worked had they not been on leave during that period.
- 41.6 An Employee is entitled to take annual leave when it falls due but the Employer should be given a request for leave application a minimum of four weeks before the intention to take such leave. Lesser notice may be given by mutual agreement between the Employer and the Employee.
- 41.7 Annual leave shall be taken at a time that is approved by the Employer as being convenient having regard to the operational requirements of the Employer. Approval of annual leave is at the discretion of the Employer.
- 41.8 The Employer may direct an Employee to take excessive annual leave however a minimum of eight weeks' notice will be given.
- 41.9 If a prescribed public holiday to which the Employee is entitled occurs during a period of annual leave, the Employee's annual leave will be increased by one day in respect of that public holiday.

- 41.10 If the period during which an Employee takes paid annual leave includes a period of any other leave, or a period of absence for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave of absence.
- 41.11 On termination of employment an Employee will be paid out any outstanding accrued annual leave entitlements including leave loadings.
- 41.12 An Employee has an excessive leave accrual if the employee has accrued more than eight weeks' paid annual leave (or ten weeks' paid annual leave for a shift worker, as defined by clause 41.1).
- 41.13 If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 41.14 A direction by the Employer under clause 41.8 is of no effect if it would result in the Employee's remaining accrued entitlement to paid annual leave being less than six weeks.

42 Domestic and Family Violence Leave

- 42.1 Each year of service, an Employee experiencing Family or Domestic Violence is entitled to up to two days paid leave and three days unpaid leave during that year if it is necessary to deal with the impact of Family or Domestic Violence and it is impractical for the Employee to do so outside their ordinary hours of work. Additional unpaid leave may be provided at the discretion of the Employer.
- 42.2 The reasons for which an Employee may take leave under this clause 42 may include: making arrangements for their safety or the safety of a Family Member (including relocation), attending urgent court hearings, or accessing police services.
- 42.3 An Employee must give the Employer notice of the taking of leave by the Employee under this clause 42. The notice:
- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the Employer of the period, or expected period, of the leave.
- 42.4 The Employee may be required to provide documentary evidence to reasonably satisfy the Employer the leave is accessed appropriately.
- 42.5 The Employer will use its best endeavours to ensure that applications for Family or Domestic Violence leave are kept confidential. Nothing in this clause 42 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- 42.6 The entitlement to two days paid leave and three days unpaid leave to deal with Family or Domestic Violence:
- (a) is available in full at the start of each 12-month period commencing on the anniversary of the Employee's employment; and
 - (b) does not accrue and/or accumulate from year to year; and any unused portion of Family or Domestic Violence leave will not be paid at the conclusion of the Employee's year of service or upon the termination of the Employee's employment for any reason.
- 42.7 In this clause 42:
- (a) **Family or Domestic Violence** means violent, threatening or other abusive behaviour by a Family Member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

- (b) **Family Member** means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or a de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of Family Member in sub clause 42.7(b) includes a former spouse or de facto partner.

PART 5 - Other Terms and Conditions

43 Skills Maintenance

- 43.1 The Employer will provide annual training in accordance with the NEPT Act and any regulations made pursuant to the NEPT Act, 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) clinical practice protocols; and
 - (d) cardiac monitoring/defibrillation re-accreditation and other resuscitation skills maintenance for those Employees required to perform these skills.
- 43.2 The Employer will provide each Employee with eight hours of paid training and accreditation each year paid at ordinary rates. In addition, Employees may also be required to perform up to ten hours of mandatory training paid at ordinary rates. These paid training hours will not count towards the Employee's hours of work and the Employee will not be entitled to any overtime payment for undertaking any training outside of the Employee's rostered shift and it is not subject to a minimum length of time per unit of training.
- 43.3 The Employer will also offer Employees the opportunity to attend optional training and professional development sessions at the Employer's cost. These optional training and professional development sessions will be unpaid.
- 43.4 Subject to reasonable operational requirements and capacity, the Employer will provide Study Assistance to employees to assist with achieving qualifications relevant to patient transport. Study Assistance may include but is not limited to providing an Employee with leave without pay, a reduction of hours, a change in days or times for work or working from an alternative work location.

44 Clinical Instructors and Clinical Supervisors

- 44.1 Where an Employee performs duties as a Clinical Instructor as directed by the Employer, the Employee will be paid an allowance of \$3.00 per hour in addition to their normal hourly rate, including overtime hours. This allowance is only payable whilst performing these actual duties.
- 44.2 Where an Employee performs duties as a Clinical Supervisor as directed by the Employer, the Employee will be paid an allowance of \$1.80 per hour in addition to their normal hourly rate, including overtime hours. This allowance is only payable whilst performing these actual duties.

45 Uniforms

- 45.1 The Employer will provide to each operational Employee, at no cost, a suitable amount of

uniform items to allow the Employee to present themselves for work in the manner specified by the Employer.

- 45.2 It is the sole responsibility of the Employee to launder as appropriate, all uniform items supplied to them.
- 45.3 The Employer will replace items of uniform made unserviceable through reasonable wear and tear. Should an Employee lose or damage uniform items through carelessness or wilful neglect, the Employer may require the Employee to contribute to part or all of the cost of replacement of the item(s).
- 45.4 The Employer will reimburse an Operational Employee up to \$80 every 12 months for the cost of purchasing appropriate footwear. At least 12 months must have elapsed prior to a new claim being submitted.
- 45.5 The Employer will issue a list of approved footwear for the Employees to choose from. An Employee may seek pre-approval to purchase footwear that is not on the approved footwear list. Footwear purchased that is not on the approved footwear list and has not been pre-approved may not be reimbursed at the Employer's discretion.
- 45.6 Employees must provide an original receipt when applying for reimbursement.
- 45.7 All items of uniform (excluding footwear) remain the property of the Employer and must be returned should the Employee cease employment.
- 45.8 Each vehicle and/or base will be equipped with personal protective equipment as appropriate.

46 Salary Packaging

- 46.1 The wages specified in Schedule 1 may be salary packaged in accordance with the Employer's status as a not-for-profit entity.
- 46.2 Salary packaging is available to casual Employees.
- 46.3 The Employer's policy, procedure or eligibility on Salary packaging may change at its discretion at any time.

47 Health and Safety

- 47.1 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 ('DWGs') in accordance with that act.
- 47.2 Health and Safety representatives ('HSRs') will be released for training in an accredited occupational health and safety course. This training will be conducted in paid work time.
- 47.3 All Employees will review, be familiar with and abide by the occupational health and safety rules relating to the workplace as per the Employer induction program and updates as issued from time to time.

48 Unpaid Pandemic Leave

- 48.1 Subject to clauses 48.2, 48.3 and 48.4, any Employee is entitled to take up to two weeks' unpaid leave if the Employee is required by government or medical authorities, or on the advice of a medical practitioner, to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- 48.2 The Employee must give their Employer notice of the taking of leave under clause 48.1 and of the reason the employee requires the leave, as soon as practicable (which may be

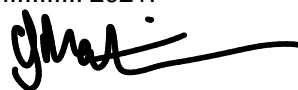
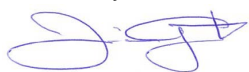
a time after the leave has started).

- 48.3 An Employee who has given their Employer notice of taking leave under clause 48.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause 48.1.
- 48.4 Leave taken under clause 48.1 does not affect any other paid or unpaid leave entitlement of the Employee and counts as service for the purposes of entitlements under this agreement and the NES.
- 48.5 The Employer and Employee may agree that the Employee may take more than two weeks unpaid pandemic leave.

Signatures of the Parties:

This Agreement is made on this 4th day of October 2021.

Royal Flying Doctor Service Victoria



Name: Travis Gilbert
General Manager - Mobile Patient Care
Level 1, 345 Bridge Road, Richmond VIC 3121

Witness: Cory Mathieson - People & Culture Manager

Signed for and on behalf of the
Employees

United Workers' Union

Name: Brett Adie
AEAV - Secretary

Witness: Lyndal Ablett
Industrial Officer

2/117-131 Capel Street North Melbourne 3051

Signature
2/117-131 Capel St, North Melbourne

Signature



Basis of authority to sign:

Victoria Ambulance Union Incorporated

Name:

Witness:

Signature

Signature

a time after the leave has started).

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- 48.4 Leave taken under clause 48.1 does not affect any other paid or unpaid leave entitlement of the Employee and counts as service for the purposes of entitlements under this agreement and the NES.
- 48.5 The Employer and Employee may agree that the Employee may take more than two weeks unpaid pandemic leave.

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Name: Travis Gilbert
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General Manager - Mobile Patient Care.....
Level 1, 345 Bridge Road, Richmond VIC 3121



Witness: Cory Mathieson - People & Culture Manager

Signed for and on behalf of the
Employees

Name:
.....

Witness:

Signature
.....

Signature

Basis of authority to sign:

Victoria Ambulance Union Incorporated

Name: Danny Hill
.....
Secretary
51 STANLEY STREET, WEST MELBOURNE Victoria

Witness: Olga Bartasek
Assistant Secretary - VAU

Signature
.....

Signature



SCHEDULE 1 – RATES OF PAY

Patient Transport Officer (PTO)

Classification	Hourly Rate
PTO – Level 1	\$ 25.87
PTO – Level 2	\$ 26.06
PTO – Level 3	\$ 26.24

Ambulance Transport Attendant

This classification applies to staff employed as Ambulance Transport Attendant (ATA) as defined in clause 1 of this Agreement and to staff employed prior to the date of operation of this Agreement who were employed under the classification ATA 1 as defined in clause 15 of the Royal Flying Doctor Service Victoria Enterprise Agreement 2014.

Hourly rates for the ATA classifications incorporate the Continuing Education Program Allowance Units 1-7 as stipulated in the Award.

Classification	Hourly Rate
ATA – Level 1	\$29.02
ATA – Level 2	\$29.55
ATA – Level 3	\$30.20
ATA – Level 4	\$30.90
ATA – Level 5	\$31.60
ATA – Level 6	\$32.45
ATA – Level 7	\$33.48

Ambulance Transport Attendant 2 / Ambulance Officer (ATA 2 AO)

This classification applies to staff employed prior to the date of operation of this Agreement who were employed under the classification ATA 2 as defined in clause 15 of the Royal Flying Doctor Service Victoria Enterprise Agreement 2014. Any staff employed prior to the date of operation of this Agreement who were enrolled in a Bachelor of Paramedicine course or equivalent, who subsequently complete the ATA 2 requirements as defined in clause 15 of the Royal Flying Doctor Service Victoria Enterprise Agreement 2014, will be employed under this classification.

Classification	Hourly Rate
ATA 2 – Level 1	\$30.53
ATA 2 – Level 2	\$32.01
ATA 2 – Level 3	\$33.48

Administration Officers (Administration Officer)

Classification	Hourly Rate
Operations Centre Coordinator – Year 1	\$27.31
Operations Centre Coordinator – Year 2	\$28.63
Administration Officer 1 – Year 1	\$24.03
Administration Officer 1 – Year 2	\$24.33
Administration Officer 1 – Year 3	\$25.32
Administration Officer 2 – Year 1	\$27.26
Administration Officer 2 – Year 2	\$27.51
Administration Officer 2 – Year 3	\$28.72
Administration Officer 3	\$30.09
Administration Officer 4	\$31.88

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) 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:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) 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
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/7909

Applicant: Royal Flying Doctor Service of Australia (Victorian Section)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Cherie Scifo, General Manager – People & Culture have the authority given to me by Royal Flying Doctor Service of Australia (Victorian Section) to give the following undertakings with respect to the Royal Flying Doctor Service Victoria Patient Transport Employees Enterprise Agreement 2021 ("the Agreement"):

1. Notwithstanding Clause 15.1(e), an apprentice is entitled to notice of termination in accordance with the National Employment Standards.
2. Notwithstanding Clause 16.8, an apprentice is entitled to redundancy in accordance with Clause 16 of the Agreement.
3. Notwithstanding Schedule 1 Rates of Pay – Administration Officers, Administration Officers will be paid according to the following table:

Classification	Hourly Rate
Operations Centre Coordinator – Year 1	\$27.31
Operations Centre Coordinator – Year 2	\$28.63
Administration Officer 1 – Year 1	\$24.03
Administration Officer 1 – Year 2	\$24.57
Administration Officer 1 – Year 3	\$25.57
Administration Officer 2 – Year 1	\$27.26
Administration Officer 2 – Year 2	\$27.79
Administration Officer 2 – Year 3	\$29.01
Administration Officer 3	\$30.39
Administration Officer 4	\$32.20

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

C. B. Sifo

_____**Signature**

____**1 November 2021 Date**