



# DECISION

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

**National Patient Transport Pty Ltd T/A National Patient Transport**  
(AG2019/1909)

## **NATIONAL PATIENT TRANSPORT PTD LTD VICTORIAN EMPLOYEES ENTERPRISE AGREEMENT 2019**

Ambulance and patient transport

COMMISSIONER BISSETT

MELBOURNE, 28 AUGUST 2019

*Application for approval of the National Patient Transport Ptd Ltd Victorian Employees Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *National Patient Transport Ptd Ltd Victorian Employees Enterprise Agreement 2019* (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. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A and is taken to be a term of the Agreement. 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.

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[4] Subject to the Undertakings, 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.

[5] United Voice (UV) 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 September 2019. The nominal expiry date of the Agreement is 1 July 2022.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE505021 PR711686>

## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/1909

**Applicant:**

National Patient Transport Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Russell Karl Truman, National Operations Manager for National Patient Transport Pty Ltd give the following undertakings with respect to the National Patient Transport Pty Ltd Victorian Employees Enterprise Agreement 2019 ("the Agreement"):

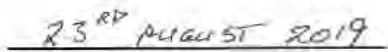
1. I have the authority given to me by National Patient Transport (NPT) to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to Clause 28 of the agreement the employer will pay an additional allowance of \$21.09 per night to employees who are required to live away from home, other than during a period of training.
3. In relation to clause 27(b)(ii) of the agreement; the employer will pay an employee who is required to use his/her own motor vehicle in connection with NPT's business at the rate of \$0.78 per kilometre.
4. In relation to clause 31(h) of the agreement the employer:
  - will not request or direct an employee to take annual leave unless the employee has accrued more than 8 weeks' paid annual leave;
  - will not request or direct an employee to take a period of annual leave that would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks; and any period of annual leave an employee is requested or directed to take will not commence less than 8 weeks after the direction is given.
5. In relation to clause 13(b) of the agreement; if a full-time/part-time employee does not give the required period of notice required under the Agreement upon resigning their employment with NPT, then NPT will not deduct from wages due to the employee an amount that is more than one week's wages for the employee.
6. In relation to shift allowances specified in clause 25 of the agreement:

The Employer will complete a payroll reconciliation on a four-weekly 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.

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

A handwritten signature in black ink, appearing to be 'R. J.', written over a horizontal line.

**Signature**

A handwritten date '23<sup>RD</sup> AUGUST 2019' in black ink, written over a horizontal line.

**Date**

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

NATIONAL PATIENT TRANSPORT PTY LTD

VICTORIAN EMPLOYEES

ENTERPRISE AGREEMENT

2019

# ENTERPRISE AGREEMENT

## 1. ARRANGEMENT

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Page No.</u>
1. ARRANGEMENT .....	2
<b>PART 1 – APPLICATION OF THE AGREEMENT</b> .....	4
2. NAME OF THE AGREEMENT .....	4
3. PARTIES TO THE AGREEMENT .....	4
4. SCOPE OF THE AGREEMENT .....	4
5. DATE AND PERIOD OF OPERATION .....	4
6. POSTING OF THE AGREEMENT .....	4
7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS .....	4
8. DEFINITIONS .....	4
9. CONSULTATION REGARDING CHANGE .....	6
10. DISPUTE RESOLUTION PROCEDURE .....	8
<b>PART 3 – EMPLOYMENT RELATIONSHIP</b> .....	9
11. TYPES OF EMPLOYMENT .....	9
12. HOURS OF WORK - Applies to Full Time / Part Time Employees only .....	12
13. TERMINATION OF EMPLOYMENT - Applies to Full Time / Part Time Employees only .....	12
14. REDUNDANCY - Applies to Full Time / Part Time Employees only .....	13
<b>PART 4 – WAGES &amp; RELATED MATTERS</b> .....	15
15. WAGES .....	15
16. PAYMENT OF WAGES .....	16
17. ACCIDENT MAKE UP PAY .....	16
18. ROSTERS – Applies to Full Time / Part Time Employees only .....	16
19. REST PERIODS .....	17
20. MEAL BREAKS .....	17
21. ON CALL .....	17
22. RECALL .....	18
23. STANDBY .....	18
24. OVERTIME .....	18
<b>PART 5 - ALLOWANCES</b> .....	19
25. SHIFT ALLOWANCE .....	19
26. SATURDAY AND SUNDAY WORK .....	19
27. TRAVEL ALLOWANCES AND EXPENSES .....	19
28. ACCOMMODATION .....	20
29. MEAL ALLOWANCE .....	20
30. DISPATCHER ALLOWANCE .....	20
<b>PART 6 – TYPES OF LEAVE AND PUBLIC HOLIDAYS</b> .....	21
31. ANNUAL LEAVE AND LEAVE LOADING - Applies to Full Time / Part Time Employees only .....	21
32. PERSONAL/CARER'S LEAVE .....	22
33. COMPASSIONATE LEAVE - Applies to Full Time / Part Time Employees only .....	24
34. PARENTAL LEAVE .....	25
35. LONG SERVICE LEAVE .....	25
36. DOMESTIC AND FAMILY VIOLENCE LEAVE .....	26
37. JURY SERVICE - Applies to Full Time / Part Time Employees only .....	26
38. COMMUNITY SERVICE LEAVE .....	26
39. REPRESENTATIVE LEAVE .....	26
40. PUBLIC HOLIDAYS .....	27
41. SUPERANNUATION .....	28
<b>PART 8 – OTHER TERMS &amp; CONDITIONS</b> .....	28

---

42.	UNIFORMS AND PROTECTIVE CLOTHING.....	28
43.	SKILLS MAINTENANCE TRAINING .....	29
44.	CLINICAL INSTRUCTORS.....	29
45.	ACCEPTANCE OF JOBS .....	29
46.	HEALTH AND SAFETY.....	30
47.	ATTENDANCE AT COURT OR BOARD OF INQUIRY .....	30
48.	FLEXIBILITY ARRANGEMENTS.....	30
49.	DUTIES AT BEGINNING AND END OF SHIFTS .....	31
50.	CLEARANCE CERTIFICATION REQUIREMENTS .....	32
	<b>PART 9 – PERFORMANCE MANAGEMENT and DISCIPLINARY PROCEDURE .....</b>	<b>32</b>
51.	DISCIPLINARY PROCEDURE .....	32
	<b>PART 10 – CONTINUOUS IMPROVEMENT .....</b>	<b>33</b>
52.	CONTINUOUS IMPROVEMENT WORKING PARTY .....	33
	APPENDIX 1: WAGES .....	35
	APPENDIX 2: CLASSIFICATIONS .....	36

---

## **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 2019* ('the Agreement').

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

The parties to this Agreement are:

- a) National Patient Transport Pty Ltd (ABN 84 112 390 413); and
- b) Employees employed in Victoria in classifications listed in Appendix 2 of this Agreement.
- c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act. The Employer will formally advise United Voice when the Agreement is made in order for United Voice to apply under section 183 of the *Fair Work Act 2009* to be covered by the 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 1<sup>st</sup> July 2022.

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*. 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 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 2010.
- 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 Fair Work Act 2009 (Cth)
  - 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, 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.

---

## **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 (1)(b):

- (1) the Employer must notify the relevant Employees of the proposed change; and
- (2) subclauses (11) to (15) 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 proposing to introduce the change, the Employer must:

- (1) discuss with the relevant Employees the introduction of the change; and
- (2) for the purposes of the discussion—provide to the relevant 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 Employees; and
- (5) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (6) invite the relevant 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 relevant Employees.

vi) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

vii) In this term:

- (1) ***Relevant Employees*** means the Employees who may be affected by a change referred to in subclause (1).

---

## 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, will be offered additional shifts or hours in relation to filling “unplanned vacancies” in preference to casual Employees.
- 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 at ordinary time rate of pay, provided that total hours of work do not exceed 76 hours per fortnight. Such additional hours paid at the ordinary time rate of pay shall accrue relevant paid entitlements, namely annual leave and personal leave.
- 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.
- vi) Where a part time Employee's hours of work exceed 76 hours per fortnight, payment shall be at overtime rates for all hours in excess of that time.

**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 (ADO's), 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) The Employer commits for the life of this Agreement to engaging a greater proportion of Employees as Permanent Employees, and the proportion of Permanent Employees in the Employer's workforce will increase by a minimum of 30%.

**e) Casual Conversion**

- i) A person engaged by a particular Employer as a regular casual Employee may request that their employment be converted to full-time or part-time employment.

- ii) A **regular casual Employee** is a casual Employee who has in the preceding period of **6 months** worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this award.
- iii) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.
- iv) A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- v) Any request under this subclause must be in writing and provided to the Employer.
- vi) 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.
- vii) Reasonable grounds for refusal include that:
  - (1) 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 award –that is, the casual Employee is not truly a regular casual Employee as defined in paragraph (2)
  - (2) it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
  - (3) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - (4) 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.
- viii) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- ix) Where the Employer refuses a regular 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. 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 10. 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.
- x) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing:
  - (1) the form of employment to which the Employee will convert –that is full-time or part-time employment; and
  - (2) if it is agreed that the Employee will become a part-time Employee, the matters referred to in clause 11.(b)(i)
- xi) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- xii) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- xiii) 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 this clause.
- xiv) Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a regular casual Employee to so convert.

- xv) Nothing in this clause requires an Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- xvi) An Employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this subclause within the first 12 months of the Employee's first engagement to perform work
- xvii) A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in paragraph (xvi)

## **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;
    - 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
    - iv) 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 the ordinary time rate of pay for the period of notice.
  - 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 she/he 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 her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he 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**

Suitable 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 she/he 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 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 2020	FFPPCOA 1st July 2021	FFPPCOA 1st July 2022
CPI or 2.2% 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).
- f) A sign-on bonus of \$750 will be paid to Full-time Employees who have been employed by NPT in any capacity for more than 6 months in the first full pay period following a successful vote of Employees to approve this Agreement.
- g) A sign-on bonus will be paid to Part-time and Casual Employees, and any full time employees who have worked at NPT for less than 6 months, on a pro-rata basis and capped at \$750, in the first full pay period following a successful vote of Employees to approve this Agreement. This payment will be calculated out in the following way:

(Average ordinary hours worked per week over the previous 6 months / 38)  
X \$750 = Sign-on bonus paid to Employee.

---

## **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) The rosters will show periods of duty of 28 days.
- c) The Employer will, wherever practicable, display or make available, the rosters.
- d) The Rosters will show the commencement and finishing time of duty and time off, on a continuing basis.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

### **Shiftwork**

- j) NPT commits providing shift work so that at least 65% of permanent employees would qualify as shift workers as described in 8j. This can only be reduced as a result of a significant change to a 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 paid meal break for each rostered shift and such break will be provided to commence no later than 5 hours from commencement of the shift.
- b) An Employee who works a rostered shift in excess of 10.5 hours will be entitled to two thirty minute paid 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 \$3.28 per hour. Adjusted according to variations in award rates.
- (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 Employees 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 one 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, where ever

---

possible, to ensure that they organise their personal requirements with the need and expectation that reasonable overtime may be expected on 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 working hours which are unreasonable having regard to:

- (i) Any risk to Employee's health and safety;
  - (ii) The Employees' 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 his or her 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.

## **PART 5 - ALLOWANCES**

### **25. SHIFT ALLOWANCE**

All ordinary time worked which occurs between 6.00pm and 10:00pm will be paid an afternoon shift allowance of \$7.35 per hour. Ordinary time worked between 10:00pm and 7:00am will be paid a night shift allowance of \$9.92 per hour. The rate of afternoon and night shift allowances will be fixed for the life of the agreement.

### **26. 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.

### **27. 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 his/her 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 2018/19 rate is \$0.68 per kilometre and will be adjusted according to Taxation Office reviews. 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

## **28. 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 his or her 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 \$15.57, Lunch \$31.15 and Dinner \$46.73

## **29. MEAL ALLOWANCE**

- (a) An Employee is entitled to a meal allowance of \$15.57 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 \$4.11.
- (c) An Employee called back to duty before having completed a meal during a meal break, is entitled to one spoiled meal allowance of \$15.57. 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 \$19.47.
- (e) The meal allowances in this clause will be subject to annual adjustment in line with adjustments in the award.

## **30. 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.

---

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

### **31. 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.
- (iii) Employees are required to take their annual leave in blocks of not less than one week. Employees may apply to take their annual leave in blocks of less than one week in exceptional circumstances.

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

The annual leave prescribed in (a) shall be exclusive of any of the holidays prescribed in clause 38 - 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 minimum of four (4) weeks before the intention to take such leave at a mutually acceptable time, Lesser notice may be given by mutual agreement between the Employer and the Employee, provided that for rostering needs 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 (a) 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.
  - (i) 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.
  - (ii) 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.
  - (iii) Superannuation guarantee contributions will be paid in relation to the amount of annual leave for which payment is received in lieu.
  - (iv) 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) An Employee must take an amount of annual leave during a particular period if:**

- (i) the Employee is directed to do so by his or her Employer; and
- (ii) at the time that the direction is given, the Employee has annual leave credited to him or her of more than 7 weeks at the time that the direction is given; and
  - a. the amount of annual leave that the Employee is directed to take is less than, or equal to, 1/2 of the amount of credited annual leave of the Employee at the time that the direction is given.
  - 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.

**32. 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) 96 hours will be available in the first year of service;
  - (2) 112 hours will be available per annum in the second, third and fourth years of service.

- 
- (3) 168 hours will be available per annum in the fifth and subsequent years.
  - (4) In any year unused personal leave accrues by the lesser of:
    - (A) 96 hours in the first year, 112 in the second, third and fourth year and 168 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) Personal leave for illness or injury**

- i. An Employee is entitled to use up to 96 hours in the first year, 112 in the second, third and fourth year and 168 for the fifth and subsequent years of the current year's personal leave entitlement as sick leave.
- ii. An Employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

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.

- i. 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 his or her Employer agree.

**33. 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 his or her 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 his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her 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 his or her 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.

---

### **34. PARENTAL LEAVE**

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, and the *National Employment Standards* 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) Six 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) One week's paid birth partner leave will be made to any Employee who qualifies for the applicable leave under the provisions of the Agreement.

### **35. LONG SERVICE LEAVE**

- (a) Employee's 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 the same Employer as follows:

- (i) of 13 weeks on the completion of 10 years continuous service; and
- (ii) pro-rata accrual of 1.3 weeks per year of continuous employment thereafter.

- 
- (iii) if an Employee's employment is ended and the Employee has completed at least seven years of continuous employment with one Employer, 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.
  - (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 of long service leave equal to 1.3 weeks per year for the period of service.
- (d) Long service leave shall exclude any public holiday occurring during the period when the leave is taken.
- (e) An Employee may request his or her 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.

### **36. 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 up to 5 days of unpaid leave per year. The Employer may require the provision of satisfactory evidence for the leave to be taken. The leave does not accumulate from year to year.

### **37. JURY SERVICE - Applies to Full Time / Part Time Employees only**

- (a) An Employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of ordinary wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (b) An Employee shall notify his/her Employer as soon as possible of the date upon which she/he is required to attend for jury service. Further the Employee shall give his/her Employer proof of his/her 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.

### **38. COMMUNITY SERVICE LEAVE**

An Employee's entitlement to community service leave shall be in accordance with the National Employment Standards (NES).

### **39. REPRESENTATIVE LEAVE**

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
  - (i) To a maximum of 4 days per year (1 January to 31 December) for the Organisation 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) One of the elected Shop Stewards will be released from duty, on full pay, to attend each of six (6) State Council Meetings held throughout the year.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

#### 40. 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 accordance with the provisions of the National Employment Standards.

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 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**

### **41. SUPERANNUATION**

- a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. The minimum contribution is 9.5% 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.
- 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**

### **42. UNIFORMS AND PROTECTIVE CLOTHING**

- (a) The Employer will provide to each Employee, at no cost, a suitable amount of uniform items to allow him or her to present themselves for work attired in the manner specified in the Operations Procedures of the Employer.
- (b) Uniform items will include items to protect the officer against weather extremes where the duties to which they are assigned so require.
- (c) It is the sole responsibility of the Employee to launder or dry clean, as appropriate, all uniform items supplied to them.

- (d) The Employer will replace items of uniform made unserviceable through reasonable wear and tear. Should an Employee lose or damage uniform through carelessness or wilful neglect, the Employer may require them to contribute to part, or all, of the cost of replacement of the item(s). All items of uniform remain the property of the Employer and may be required to be returned should the Employee cease employment.

Staff categories are defined as:

- A: Permanent Full-Time staff members
- B: Permanent Part-Time staff members
- C: Casual staff members

Item	Staff Category		
	A	B	C
Shirts	4	3	2
Trousers	2	2	1
Any two items of the Employee's choice from: Soft Shell Jacket, Pullover or sleeveless vest			

#### 43. SKILLS MAINTENANCE TRAINING

The Employer will provide annual training in accordance with the Non-Emergency Patient Transport Regulations, 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 one (1) day (eight hours of paid time) for training and accreditation each year.

#### 44. CLINICAL INSTRUCTORS

Ambulance Attendants/Officers, performing the function of Clinical Instructor, as directed by the Employer will be paid an allowance of \$2.83 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.

#### 45. 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.

**46. HEALTH AND SAFETY**

- (a) 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 (DWG's) in accordance with the Act.
- (b) Health and Safety Representatives (HSR's) will be released for training in an accredited Occupational Health and Safety Course. This training will be conducted in paid work time.
- (c) 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.

**47. 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.

**48. 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 his or her 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.

#### **49. 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 deficiency detected in the checking results in a delay beyond this period, a supervisor or manager must be informed immediately, and a reason provided along with the expected time to address the deficiency.
- 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

---

## **50. 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**

### **51. DISCIPLINARY PROCEDURE**

- a) National Patient Transport Pty Ltd commits itself to effective and efficient performance management. Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an Employee has been addressed with that Employee.
- b) Addressing matters in relation to performance with an Employee, or Employees, may take the form of:
  - i) formal or informal interviews,
  - ii) requests for written or verbal reports, or
  - iii) discussion with other persons who may or may not be Employees

in order to fully understand the circumstances around any matter that may relate to the performance being addressed.

- c) The Employer will ensure that Employee privacy and dignity are maintained during the investigation. The Employee concerned must cooperate during the investigation and may be required to attend meetings with management in paid time to facilitate the process. Where a formal interview is to be conducted, the Employee will be advised as to the date, time and location of the meeting, in writing, and the requirement to attend. The Employee is entitled to representation in accordance with sub clause (i) 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.
- d) Where disciplinary action is necessary, the management representative shall notify the Employee of the reason(s) in writing and the Employee will be given an opportunity to respond to these reasons. In the event that the Employee's explanation is deemed by the organisation management to be unsatisfactory, a first warning may be issued. This warning will be recorded on the Employee's personnel file.
- e) If the problem continues, the Employee will again be notified in writing of the matter and an explanation requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- f) In the event that the problem continues, the Employee will again be notified in writing of the matter and an explanation requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- g) In the event of the matter recurring, then the Employee may be terminated after the matters have been investigated and an explanation sought from the Employee.
- h) Summary dismissal of an Employee may still occur for acts of "serious and wilful misconduct".
- i) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice.

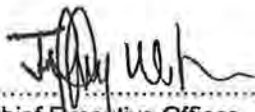
- 
- j) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning will be removed from the Employee's personnel file.

## **PART 10 – CONTINUOUS IMPROVEMENT**

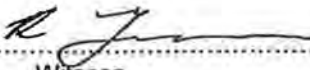
### **52. CONTINUOUS IMPROVEMENT WORKING PARTY**

- a) National Patient Transport will convene and maintain a working party with representatives from operations and management.
- b) The purpose of the working party is to investigate and review work practices and other processes in an endeavour to produce measurable improvements in business efficiency and productivity.
- c) The committee will meet at regular intervals as specified by the convenor, who will be the Operations Manager or their nominated delegate.
- d) Employees will be given the opportunity to nominate for membership of the committee, with individual membership normally lasting one year, but maybe shortened or extended. The convenor will select members from those who have nominated and will include at least one union delegate.

DATED this                      day of 2019.



Chief Executive Officer  
National Patient Transport Pty Ltd



Witness

JEFFREY WILSON

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

RUSSELL TRUMAN

(Name and address of witness)  
20-22 HARDNER ROAD  
MT WAVERLEY VIC 3149



Nominated Employee Representative



Witness

117-131 Capel Street  
(Address) North Melbourne  
VIC 3051.

Danny Hill AEAU

(Name and address of witness) 117-131 Capel St  
North Melbourne 3051

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	27.22	28.31
Ambulance Attendant / Officer - Year 2	27.44	28.54
Ambulance Attendant / Officer - Year 3	27.61	28.71
Ambulance Attendant / Officer - Year 4	28.09	29.21
Ambulance Officer - Year 1	27.62	n/a
Ambulance Officer - Year 2	27.84	n/a
Ambulance Officer - Year 3	28.01	n/a
Client Service Officer - Year 1	23.98	24.94
Client Service Officer - Year 2	24.16	25.13
Client Service Officer - Year 3	24.32	25.29
Patient Transport Officer - Year 1	23.98	24.94
Patient Transport Officer - Year 2	24.16	25.13
Patient Transport Officer - Year 3	24.32	25.29

- a) 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.

---

## 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.

### **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.

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/1909

**Applicant:**

National Patient Transport Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Russell Karl Truman, National Operations Manager for National Patient Transport Pty Ltd give the following undertakings with respect to the National Patient Transport Pty Ltd Victorian Employees Enterprise Agreement 2019 ("the Agreement"):

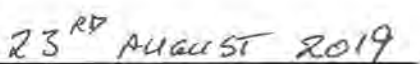
1. I have the authority given to me by National Patient Transport (NPT) to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to Clause 28 of the agreement the employer will pay an additional allowance of \$21.09 per night to employees who are required to live away from home, other than during a period of training.
3. In relation to clause 27(b)(ii) of the agreement; the employer will pay an employee who is required to use his/her own motor vehicle in connection with NPT's business at the rate of \$0.78 per kilometre.
4. In relation to clause 31(h) of the agreement the employer:
  - will not request or direct an employee to take annual leave unless the employee has accrued more than 8 weeks' paid annual leave;
  - will not request or direct an employee to take a period of annual leave that would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks; and any period of annual leave an employee is requested or directed to take will not commence less than 8 weeks after the direction is given.
5. In relation to clause 13(b) of the agreement; if a full-time/part-time employee does not give the required period of notice required under the Agreement upon resigning their employment with NPT, then NPT will not deduct from wages due to the employee an amount that is more than one week's wages for the employee.
6. In relation to shift allowances specified in clause 25 of the agreement:

The Employer will complete a payroll reconciliation on a four-weekly 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.

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

A handwritten signature in black ink, appearing to be 'R. J.', written over a horizontal line.

**Signature**

A handwritten date '23<sup>RD</sup> AUGUST 2019' in black ink, written over a horizontal line.

**Date**