



# DECISION

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

**Ambulance Victoria**  
(AG2020/2352)

## **AMBULANCE VICTORIA (MANAGEMENT AND ADMINISTRATIVE STAFF) ENTERPRISE AGREEMENT 2020**

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 31 AUGUST 2020

*Application for approval of the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ambulance Victoria. The Agreement is a single enterprise agreement.

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

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

[4] The Association of Professional Engineers, Scientists and Managers Australia, the United Workers' Union and the Ambulance Managers and Professionals Association being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 September 2020. The nominal expiry date of the Agreement is 5 June 2021.



COMMISSIONER

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## Annexure A



**AmbulanceVictoria**

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### UNDERTAKING TO THE FAIR WORK COMMISSION

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**), Ambulance Victoria undertakes to the Fair Work Commission in relation to the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2020 (**Agreement**) as follows:

1. Employees with a work value points classification lower than 225 will not be rostered to perform ordinary hours on a Saturday or Sunday.
2. Employees covered by the Agreement will be entitled to take up to two weeks' unpaid leave (or more than two weeks' unpaid leave if AV and the employee agree) if the employee is required by government or medical authorities or on the advice of a medical practitioners to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic in accordance with the provisions in Schedule X to the Health Professionals and Support Services Award 2020 (**Award**) for so long as that entitlement exists in the Award.

A handwritten signature in blue ink, appearing to read "Alex Tasominos".

.....  
**Alex Tasominos**  
**Director People Services**  
on behalf of Ambulance Victoria

**Dated:** 24 August 2020

**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.**

# **AMBULANCE VICTORIA (MANAGEMENT AND ADMINISTRATIVE STAFF) ENTERPRISE AGREEMENT 2020**

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

- 1 AGREEMENT TITLE**
- 1.1 The Agreement will be known as the *Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2020*.

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### 3 DEFINITIONS

"ADO" means Accrued Day Off.

"AEA – V" means Ambulance Employees Australia Victoria

"Agreement" means the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2020

"AMPA" means Ambulance Managers and Professionals Association

"AV" means Ambulance Victoria.

"CAA" means Commuted Availability Allowance.

"CEA" means Community Education Allowance

"Department Head" means a General Manager of a Department within the AV Organisational Structure.

"Employee" means an Employee of AV who is covered by clause 5.1 of this Agreement.

"Employee Representative" means a person or body who is appointed by an Employee or Employees to carry out a representative function in respect of that Employee or those Employees for the purpose of a clause in this agreement and who is recognised by AV as an Employee Representative for the purposes of that clause.

"Fair Work Act" or "FW Act" means the *Fair Work Act 2009* or any successor legislation.

"Financial Management Act 1994 (Vic)" means that Act as amended from time to time or any successor of that Act.

"FWC" means the Fair Work Commission.

"GSERP Contract" means a Government Sector Executive Remuneration Panel contract of employment.

"NES" means the National Employment Standards in Part 2-2 of the *Fair Work Act 2009*.

"Occupational Health and Safety Act 2004 (Vic)" means that Act as amended from time to time or any successor of that Act.

"Party or Parties" means the signatories to this Agreement.

**"Salary"** means the wage or salary the Employee receives in the normal course of his/her duty provided that "salary" does not include payment of allowances or any payment of a temporary character in the nature of a reimbursement of expenditure incurred. However for the purposes of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), the provisions regarding calculations of weekly payments shall apply.

**"Union or Unions"** means either or all of the Ambulance Managers and Professionals Association (AMPA) and/or the Association of Professional Engineers, Scientists and Managers Australia (APESMA) t/a Professionals Australia, Ambulance Employees Australia Victoria (AEA-V) and Victorian Ambulance Union (VAU).

#### **4 COMMENCEMENT DATE AND PERIOD OF OPERATION**

- 4.1 The Agreement will come into effect seven days from the date of approval by FWC and will nominally expire on 5 June 2021.
- 4.2 Negotiations for a replacement agreement shall commence six (6) months prior to the nominal expiry of the Agreement. This Agreement shall remain in force until replaced by a new Agreement.
- 4.3 AV will have the responsibility for initiating and convening meetings for the purpose of commencing negotiation.

#### **5 APPLICATION OF AGREEMENT AND PARTIES BOUND**

- 5.1 The Agreement will apply to AV and its Employees who are employed in a classification of work which is set out in **Schedule B and Schedule C** whose terms and conditions of employment are currently regulated by the *Ambulance Victoria (Management and Administrative Employees) Enterprise Agreement 2017*. It will not apply to any person currently employed on a GSERP Contract.

#### **6 RELATIONSHIP WITH PREVIOUS AWARDS AND AGREEMENTS**

- 6.1 This Agreement is a comprehensive Agreement that operates to the exclusion of any awards or other agreements. For the avoidance of doubt this agreement operates to the exclusion of the *Health Professionals and Support Services Award 2020* and replaces and supersedes the *Ambulance Victoria (Management and Administrative Employees) Enterprise Agreement 2017*.
- 6.2 Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the NES and the NES provide a greater benefit, the NES will apply to the extent of the inconsistency.

#### **7 NO FURTHER CLAIMS**

- 7.1 This Agreement is reached in full and final settlement of all matters subject to claims by either Party and for the life of this Agreement and no further claims will be made or supported by the Parties.
- 7.2 Clause 7.1 is not intended to inhibit, limit or restrict AV's right or ability to introduce change in the workplace, subject to AV meeting its consultation obligations set out in clause 9 of this Agreement.

#### **8 ANTI-DISCRIMINATION**

- 8.1 The parties to this Agreement respect and value the diversity of the work force protecting against unfair treatment and helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure, the parties must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.
- 8.3 Nothing in this clause is taken to effect:
  - (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
  - (b) an Employee, AV or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Australian Human Rights Commission;



(c) the exemptions in s.351(2) of the Fair Work Act.

## PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 9 CONSULTATION AND IMPLEMENTATION OF CHANGE

9.1 This term applies if AV:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### 9.2 Major change

For a major change referred to in clause **9.1(a)**:

- (a) The employer must notify the relevant employees and their union of the decision to introduce the major change; and
- (b) clauses **9.3 to 9.9** apply.

9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.4 If:

- (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

9.5 As soon as practicable after the employer has developed a change proposal the employer must:

(a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures AV is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

9.6 However, AV is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.7 AV must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.8 The process specified in clauses **9.5**, **9.6** and **9.7** will occur in a timely manner with an indicative timeframe for consultation being one (1) month for major change from the date AV notifies employees and the relevant Union/s of the change proposal. During this indicative one (1) month period where a major change is determined by AV in accordance with clause **9.1 (a)** AV will provide written information, hold meeting/s to discuss the proposal (where applicable or where requested) and to allow for alternative proposal/s or matters to be raised by Employees or the relevant Union/s and for these to be considered by AV. Nothing in this clause prevents the Union/s requesting AV provide information or meet during this one (1) month period.

- 9.9 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AV's, the requirements set out in clause **9.2(a)** and clauses **9.3 and 9.5** are taken not to apply.
- 9.10 In this term, a major change *is likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of AV's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- 9.11 **Change to regular roster or ordinary hours of work**
- For a change referred to in clause **9.1(b)**:
- (a) AV must notify the relevant employees of the proposed change; and
  - (b) clauses **9.12 to 9.16** apply.
- 9.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.13 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise AV of the identity of the representative; AV must recognise the representative.
- 9.14 As soon as practicable after proposing to introduce the change, AV must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what AV reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that AV reasonably believes are likely to affect the employees; and
  - (c) 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).
- 9.15 However, AV is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.16 AV must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.17 In this term: **relevant employees** means the employees who may be affected by a change referred to

in **clause 9.1**.

#### **9.18 Consultative Committee**

The parties agree that, at a minimum, quarterly Consultative Committee meetings (or additional meeting as required) will be held for Unions to raise issues arising outside this Agreement. Consultative Committee meetings shall be conducted as follows:

- (a) The Committee shall comprise of management and union representatives (including delegates). Each Union will normally be limited to no more than three (3) representatives. AV will not unreasonably withhold agreement where request is made for additional representatives;
- (b) The meetings are to be held at a suitable venue for a maximum of 90 minutes unless otherwise agreed;
- (c) Items for discussion will be forwarded to the nominated AV Coordinator no later than two (2) weeks prior to the meeting;
- (d) Items for discussion will not relate to individual employee issues, and will not be grievances or appeals against decisions made by AV; and
- (e) Discussions will be focused on organisational issues and AV will ensure that the appropriate representative/s will be in attendance.

### **10 RESOLUTION OF DISPUTES AND GRIEVANCES**

- 10.1 A dispute between the Employer and Employees, or an individual grievance, about a matter arising under this Agreement or the National Employment Standards must be dealt with in accordance with this clause.
- 10.2 This includes a dispute about whether an employer had reasonable grounds to refuse a request for flexible working arrangements.
- 10.3 A party to the dispute or grievance may appoint a representative for the purposes of the procedures in this clause.
- 10.4 An industrial association may raise and be a party to a dispute in its own right or in a representative capacity for an Employee or Employees.
- 10.5 While a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice existing immediately prior to the action giving rise to the dispute or grievance, until the dispute or grievance is resolved or withdrawn (Status Quo). This does not apply to an Employee who has a reasonable concern about an imminent risk to his/her health or safety and has advised the Employer of this concern. The Employer may direct an Employee to perform different work or work at a different location on full pay, if it is reasonable to do so to protect the health, safety or welfare of Employees.
- 10.6 **Grievance Process**
  - 10.6.1 The dispute or grievance must first be discussed by the aggrieved Employee(s) with their immediate supervisor(s). In the case of a dispute or grievance brought under or in relation to the application of clause 11.1, 11.2 or 11.3, an employee can proceed straight to step 10.7 of this procedure, subject to the Employee providing notice to the Employer of its intention to lodge a dispute or grievance in relation to those provisions.
  - 10.6.2 If the matter is not settled, or if it is inappropriate for the dispute/grievance to be discussed with the immediate supervisor(s), the Employee(s) can require that the matter be discussed with another Employer appointed representative for the purposes of this procedure.

#### **10.7 Conciliation**

If the matter is not settled, a party to the dispute or grievance may refer the matter to FWC to have the grievance or dispute dealt with by conciliation and FWC is authorised to so deal with the dispute or grievance and to exercise all its powers in respect of conciliation.

## **10.8 Arbitration**

- 10.8.1 If the dispute or grievance cannot be resolved by conciliation then either party may refer the dispute or grievance to the FWC for arbitration and the FWC is authorised to proceed to deal with the dispute or grievance by arbitration.
- 10.8.2 A dispute or grievance arising under clause 11.1 or 11.2 may only be dealt with in accordance with clause 10.8.a when any of the following disciplinary outcomes have been imposed (such a dispute or grievance may include whether clause 11.3 has been complied with by the Employer coming to a decision):
- (a) Formal counselling steps in 11.1.3 (a) – (c);
  - (b) Warning.
  - (c) Final warning;
  - (d) First and final warning;
  - (e) Restorative practice where issued in conjunction with any action listed in clause 10.8.2 (a) –(d).
- 10.8.3 If a dispute or grievance is referred to the FWC for arbitration the FWC will have the power to arbitrate the dispute and exercise any of its powers pursuant to or incidental to sections 589, 590 and 595 of the Fair Work Act 2009 (Cth), and make any order it considers appropriate. In relation to a dispute or grievance under clause 10.8.2, in order to make a finding that the disciplinary outcome issued by the Employer should not apply, the FWC will:
- (a) review the Employer's observance of the requirements of clause 11.3; and / or
  - (b) determine whether the Employer has acted unreasonably or unjustly in the circumstances in imposing the disciplinary outcome in clause 10.8.2; and
  - (c) decide whether it should exercise its discretion or not to substitute its view for the outcome imposed by the Employer.
- 10.8.4 Subject to sub clause 10.8.5 below, the determination of FWC is binding upon the parties.
- 10.8.5 An appeal lies to a Full Bench of FWC, with the permission of FWC, against a determination of a single member of FWC made pursuant to this clause.

## **10.8.6 Other matters**

- 10.8.6.i The parties to the dispute and their representatives must act in good faith in relation to the dispute settlement procedure provided by this clause.
- 10.8.6.ii By mutual agreement any party to a dispute can refer the matter to the FWC at any step of this Dispute Resolution Procedure.

# **11 PERFORMANCE, DISCIPLINARY PROCEDURE AND PROCEDURAL FAIRNESS**

## **11.1 Performance Process**

- 11.1.1 For the purpose of this clause, work performance means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- 11.1.2 Where the Employer has concerns with an Employee's work performance including that their work performance is unsatisfactory, informal discussion should occur unless it would be inappropriate in view of the nature of the concerns. An employee's request for a support person to assist with informal discussions will not be unreasonably refused. Where the Employer has concerns that an Employee's work performance is unsatisfactory and informal discussion or further informal discussion is inappropriate it may institute formal counselling in accordance with this clause.

11.1.3 The formal counselling process will include the following steps:

- (a) First warning;
- (b) Second warning;
- (c) Third warning.

11.1.4 If the Employee's performance does not improve to the required level following formal counselling disciplinary action be taken in accordance with clause 11.2.5 of the Disciplinary Process. The matter may proceed straight to termination if the Employee's performance has not improved to the required level after formal counselling.

## **11.2 Disciplinary Process**

11.2.1 For the purpose of this clause:

- (a) misconduct includes serious misconduct; and
- (b) misconduct has the same meaning as provided in the Employer's Misconduct Policy (POL/PAC/047)

11.2.2 Where formal counselling under clause 11.1.3 or disciplinary action in respect of misconduct arising under this clause is proposed in relation to either unsatisfactory performance or misconduct, the Employer will notify the employee of the allegations regarding the unsatisfactory performance or misconduct in writing, including specific reasons for the allegations and the evidential basis for the allegations. If it is determined by the Employer that an investigation into alleged misconduct is required, the investigator appointed by the Employer must comply with clause 11.3.

11.2.3 The Employee will be provided with a reasonable timeframe to respond to any allegations. Where a meeting is convened the employee will be offered the opportunity to have a representative present.

11.2.4 Where an investigation is conducted by the Employer, the investigator will make findings in relation to each allegation of misconduct. Where allegations are substantiated, the Employer will provide an employee with reasonable time to respond to the findings or material and any proposed disciplinary outcome/action.

11.2.5 Where the Employer reasonably considers that disciplinary action is necessary in relation to either unsatisfactory performance or misconduct, the Employer will consider the allegations, reasons, evidence, findings and responses under this clause and:

- i) whether there is a valid reason related to the conduct or performance of the Employee justifying the proposed disciplinary action;
- ii) any recommendations made by a manager or investigator as to the appropriate disciplinary outcome (if applicable) or the record and outcomes of the performance process under clause 11.1;
- iii) any responses of the Employee (including any admission of misconduct) including any mitigating circumstances.

11.2.6 The possible discipline outcomes are:

- (a) No action;
- (b) Performance management;
- (c) Warning;
- (d) Final warning;
- (e) First and final warning;
- (f) Restorative Practices (may include but not limited to);
  - Performance management/Improvement plan;

- Training/Education;
- Mediation;
- Transfer in the case of serious misconduct related to conduct that meets the definition of discrimination under anti-discrimination legislation and/or the definition of bullying under the FW Act;
- Apology;
- Team activities;
- Personal development;
- Informal catch-up discussions;
- Coaching or mentoring;
- Behaviour rectification requirements.

(g) Termination of Employment.

11.2.7 Where alleged misconduct that is the subject of a process in accordance with this clause is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this clause but the Employer may exercise its discretion to do so.

11.2.8 Any warnings applied pursuant to clause 11.2.6 will be removed from an employee's personnel file after 12 months.

### **11.3 Procedural Fairness**

11.3.1 The management of unsatisfactory performance under clause 11.1 and or misconduct pursuant to clause 11.2, including any preliminary or formal investigation conducted by the Employer into alleged misconduct will be undertaken consistent with the principles of procedural fairness and natural justice.

11.3.2 Further to the obligations arising under clause 11.3.1, where the Employer is managing a work performance and/or disciplinary process under clause 11.1.3 or clause 11.2, the following will occur:

- (a) The Employee will be notified in writing about the purpose of any meetings and the nature of the unsatisfactory work performance and/ or conduct.
- (b) The Employer will provide the Employee a reasonable opportunity to seek advice from a representative of their choice at any stage of either the work performance or disciplinary process.
- (c) The Employer will outline the standard of performance and / or conduct required.
- (d) The Employee will have the opportunity to respond to what the employer has said.
- (e) The Employer will allow the Employee the opportunity to provide details of any mitigating circumstances.
- (f) The Employee will be told what changes the Employee needs to make with respect to their performance and / or conduct.
- (g) The Employee will have opportunity within a reasonable time frame to improve their performance and / or conduct other than where serious misconduct warrants termination of employment.
- (h) The Employee will be told the consequences if they fail to improve their performance and/ or conduct to the required standard.

11.3.3 Any investigator appointed to investigate alleged misconduct pursuant to clause 11.2.4 must, in relation to an investigation:

- (a) collect relevant materials;
- (b) speak with the Employee;
- (c) speak with any relevant witnesses;

- (d) provide the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct; and
- (e) investigate any explanation made by the Employee for the purposes of verifying the explanation as far as possible.

11.3.4 The processes undertaken pursuant to clause 11.2, including any investigations conducted pursuant to clause 11.2.4 must be completed by the Employer in a timely manner.

## **12 UNION RIGHTS/AUTHORISED UNION REPRESENTATIVE/UNION TRAINING**

### **12.1 Protection**

- (a) The parties to this Agreement recognise that authorised Union Representatives have a legitimate role in the workplace and are therefore protected under the Fair Work Act 2009 when undertaking their duties as an authorised representative.

### **12.2 Facilities**

- (a) Subject to operational requirements, an Authorised Union Representative shall be released by AV from normal duties for such periods of time as may be reasonably necessary to enable him or her to carry out his or her representative functions. Such functions include, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participation in any bargaining, conciliation or arbitration process conducted under the provisions of the Fair Work Act 2009. Such release must not unduly affect the operations of AV.
- (b) A Union Representative shall be permitted by AV to post written material authorised by the Union on Notice Boards and to distribute such written material by appropriate means to members.
- (c) The Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the Union, provided that such communication is not offensive or improper.

### **12.3 Employee Representation at AMPA Committee of Management Meetings**

- (a) Subject to operational requirements, employees who are members of AMPA's Committee of Management will be allowed to be released from duty for 30 minutes each month to participate in Committee of Management meetings. AV will consider additional requests for Employees to be released from duty subject to operational requirements.

### **12.4 Right of Entry**

- (a) The parties will comply with the requirements in the FW Act in respect of right of entry for the purposes of the FW Act.
- (b) For the purposes of right of entry under Part 3-4 of the FW Act, the parties agree that discussions with employees will generally occur in a suitable meeting room provided by AV, or a lunch room where no suitable meeting room is available. In exceptional circumstances and subject to AV approval, meetings may occur during paid time.
- (c) Entry for purposes other than pursuant to Part 3-4 of the FW Act, which may include participation in dispute resolution proceedings under this Agreement, may occur by agreement with AV.

### **12.5 Training Leave**

- (a) In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by an accredited training provider to attend a designated trade union training course may be granted up to five (5) days leave on full pay in any one (1) calendar year, provided that the granting of such leave is subject to operational/business requirements.
- (b) The Employee may be granted the leave specified in clause **12.5(a)** where AV is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.



- (c) An Employee may be granted paid leave under this clause in excess of five (5) days and up to ten (10) days in any one (1) calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten (10) days.

#### **12.6 Induction Program**

- (a) AV will advise the Union at least seven (7) days in advance of the dates for induction of new employees and the Unions will be allocated 30 minutes on the Agenda to attend such inductions to address employees regarding the Unions and its services.
- (b) If AV makes a decision to introduce on-line only inductions, AV will consult with the Unions in accordance with the Consultation and Implementation of Change clause so that the Parties can consider alternative methods for the Unions to address new employees.

### **13 OCCUPATIONAL HEALTH AND SAFETY TRAINING**

- (a) AV supports the rights of Employees to work in an environment, which is, so far as is practicable, safe and without risks to health. The Parties to this Agreement are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues in accordance with the provisions of the Victoria Occupational Health and Safety Act 2004.
- (b) An employee who is elected as a health and safety representative in accordance with the Victorian *Occupational Health and Safety Act 2004* (the Act) shall be granted paid leave in accordance with the provisions of the Act.

## **PART 3 – EMPLOYMENT ARRANGEMENTS**

### **14 EMPLOYMENT CATEGORIES AND ENTITLEMENTS**

- 14.1 Employees under this Agreement may be employed in any one of the following categories:
- (a) full-time employment;
  - (b) part-time employment;
  - (c) casual employment; or
  - (d) fixed-term employment.
- 14.2 At the time of engagement, the Employee shall be provided in writing with the terms of their engagement, including their employment category.
- 14.3 AV shall notify the Employee in writing of any alteration to their classification and/or terms of employment not later than the operational date of such alteration.

### **15 FULL-TIME EMPLOYMENT**

A full-time Employee is one who is employed to work a full week of 38 hours, in accordance with clause **30** of this Agreement.

### **16 PART-TIME EMPLOYMENT**

- 16.1 Provisions relating to salary, leave and all other entitlements contained within this Agreement shall apply to part-time Employees on a pro-rata basis.
- 16.2 Part-time employment shall be for not less than 4 consecutive hours in any one (1) day, except in exceptional circumstances, with the agreement of the Employee.
- 16.3 Part-time employment shall be worked only by agreement between the Employee and AV, where that agreement specifies:
- (a) an agreed roster specifying the days in each fortnight on which the Employee will work, the hours of those days upon which the Employee will work, and the number of hours the Employee will work on each day he or she works; and
  - (b) agreed processes for the variation of hours of work.
- 16.4 Such agreed rostered hours shall be considered the Employee's ordinary hours of work.

### **17 CASUAL EMPLOYMENT**

- 17.1 A casual Employee is one who is engaged in relieving work, or work of a casual nature, and whose employment is terminable without the requirement of prior notice by either party.
- 17.2 Casual employment shall be for not less than 3 consecutive hours in any one (1) day, except in exceptional circumstances, with the agreement of the Employee.
- 17.3 A casual Employee shall be paid an amount equal to 1/38<sup>th</sup> of the weekly wage appropriate to the Employee's classification, plus:
- (a) a loading of 25% in lieu of any leave entitlements, for all work performed on week days.
  - (b) a loading of 75% in lieu of any leave entitlements, for all work performed on Saturdays, Sundays.
  - (c) a loading of 100%, for all work performed on Public Holidays.

- 17.4 Whilst not entitled to accrue leave, a casual Employee shall be entitled to unpaid carer's leave in accordance with clause 52 (Personal/Carer's Leave) of this Agreement.
- 17.5 AV must not fail to re-engage a casual Employee because the Employee accessed unpaid carer's leave. The rights of AV to engage or not to engage a casual Employee are otherwise not affected.

## **18 FIXED-TERM/TASK EMPLOYMENT**

- (a) AV will not use fixed term contract positions for the purpose of undermining the job security or conditions of full time/part time ongoing Employees.
- (b) In order to meet this commitment, the use of fixed term employment in all areas covered by this Agreement is limited to:
  - (i) parental leave;
  - (ii) replacement of Employees proceeding on approved leave;
  - (iii) meeting fluctuating client and employment needs and unexpected increased workloads;
  - (iv) undertaking a specified task or a role which is funded for a specified period;
  - (v) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
  - (vi) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
  - (vii) filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of twelve (12) months.
- (c) In other than exceptional or unforeseen circumstances, fixed term appointments shall not exceed a maximum of three (3) years.

## **19 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- 19.1 An Employee and AV may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and AV. An individual flexibility arrangement must be genuinely agreed to by the Employee and AV.
- 19.2 An individual flexibility arrangement may vary the effect of one or both of the following terms of this Agreement:
- (a) arrangements about when work is performed;
  - (b) overtime rates.
- 19.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 19.4 AV must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 19.5 AV must ensure that an individual flexibility arrangement is in writing and signed by the Employee and AV. If the Employee is under eighteen (18), the arrangement must also be signed by a parent or guardian of the Employee.
- 19.6 AV must give a copy of the individual flexibility arrangement to the Employee within fourteen (14) days after it is agreed to.
- 19.7 AV must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this Agreement that will be varied by the arrangement;
  - (b) how the arrangement will vary the effect of the terms;

- (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) the day on which the arrangement commences.

**19.8 AV must ensure that any individual flexibility arrangement:**

- (a) is about matters that would be permitted matters under section 172 of the FW Act if the arrangement were an enterprise agreement;
- (b) does not include any term that would be an unlawful term under section 194 of the FW Act if the arrangement were an enterprise agreement; and
- (c) provides for the arrangement to be terminated:
  - (i) by either the Employee or AV giving a specified period of written notice, with the specified period being not more than twenty-eight (28) days; and
  - (ii) at any time by written agreement between the Employee and AV.

**20 TERMINATION OF EMPLOYMENT**

- 20.1 AV may terminate the employment of an Employee by giving one month's written notice, or payment of one month's wages in lieu of notice.
- 20.2 The provisions of clause **20.1** of this Agreement shall not apply in the case of dismissal for serious and wilful misconduct that justified instant dismissal, to casual Employees employed in accordance with clause **17** of this Agreement, or to employees engaged for a fixed term in accordance with clause **18** of this Agreement.
- 20.3 An Employee over forty-five (45) years of age, and with not less than two (2) years continuous service, shall be entitled to an additional week's notice, or payment in lieu of notice.
- 20.4 AV may terminate the employment of an Employee by providing part of the period of notice specified in clauses **20.1** and **20.3** of this Agreement and part payment in lieu of notice.
- 20.5 Where AV has given notice of termination to an Employee, the Employee shall be allowed up to one (1) day off without loss of pay for the purposes of seeking alternative employment. Such time off will be taken at times that are convenient to the Employee, following consultation with AV.
- 20.6 An Employee may resign at any time by giving one month's (1) written notice to AV. In the event that an Employee does not give AV one (1) month's notice, AV shall be entitled to withhold payment due to the Employee for the time the Employee failed to perform work, up to a maximum amount equal to the Employee's salary for the required period of notice. AV and the Employee may agree on a lesser period of notice, subject to payment only for the time worked.

**Redeployment**

- 20.7 Where a decision is made by AV that results in an Employee's position becoming excess to requirements, AV will explore redeployment opportunities for the Employee. If the Employee is not redeployed and his/her employment is terminated because his/her position is redundant, the Employee's entitlements as applicable at the date of termination will be in accordance with the Government's redundancy, redeployment and retrenchment policy which is set out in the Public Sector Workplace Relations Policies 2015 (as may be amended from time to time). This policy does not form part of this agreement. The redundancy payment will not be less than the Employee's redundancy pay entitlement under the NES.

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

### **21 SALARY AND CLASSIFICATION STRUCTURE**

- 21.1 The salary and classification structure is contained in Schedule A, Schedule B and Schedule C of this Agreement
- 21.2 AV shall classify employees and pay the salaries prescribed in Schedule A, or Schedule B of this Agreement as adjusted in accordance with clause **22** and subject to clause **24**.
- 21.3 Schedule B includes Operational Classifications which have the (CAA), (which would otherwise be payable under this Agreement), incorporated into the annual salary for these positions from 6 February 2017.

### **22 WAGE INCREASES**

#### **22.1 Employees will be entitled to the following wage increases:**

- (a) 2.5 % wage increase from the first full pay period on or after 6 June 2020.

### **23 PAYMENT IN LIEU OF PERFORMANCE INCENTIVE SCHEME**

- 23.1 An all-purpose 7% allowance will be paid to all current employees who received a performance payment in respect of the 2009/10 financial year. Payment will be made on a fortnightly basis. An employee will continue to receive the allowance irrespective of any change in their substantive position with AV.

### **24 SALARY PACKAGING**

- 24.1 By agreement with AV, the current rate of pay and any monetary entitlements payable to the Employee, as adjusted by this Agreement may be salary packaged in accordance with Schedule D of this Agreement.
- 24.2 In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.

### **25 NON-OPERATIONAL SALARY AND CLASSIFICATION STRUCTURE**

- 25.1 During the life of the Agreement, the parties agree to work collaboratively to undertake and implement a review of the classification structure.
- 25.2 In reaching agreement on a new classification structure the parties will take into consideration the following matters:
  - (a) Contemporary classification structures including consideration of the administrative classification structure contained in the Ambulance Victoria Enterprise Agreement 2015;
  - (b) Classification structures that are consistent with classification structure across the public sector;
  - (c) Classification structures that provide clarity to an employee's classification;
  - (d) Classification structures that include descriptors that are detailed and easy to understand;
  - (e) Classification structures that meet the unique requirements of Ambulance Victoria.
- 25.3 An agreed external consultant will be appointed by AV to provide support and assistance with the review of the classification structure.
- 25.4 In the development and implementation of any new structure the parties agree to the following 3 step process:
  - (a) **Review and Development**
    - Within the first six (6) months the parties will commence a review taking into consideration the points within **25.2**.
    - This review will be conducted with the assistance of the AV appointed external consultant who will develop options for consideration.

**(b) Finalisation and Agreement**

- At the conclusion of clause 25.4(a) the parties are committed to work collaboratively to reach agreement on the new classification structure.
- Any agreement must be within the funding provided for a new structure.
- The parties will endeavour to reach agreement on a new structure in the financial year 2017-2018 with implementation to be from 1 July 2018.

**(c) Implementation upon agreement**

- Implementation of the new agreed structure must be within the funding available for this purpose (\$800,000). Translation to the new structure is based on current salary and classification.

**26 PAYMENT OF SALARIES**

- 26.1 Salaries, allowances and penalty payments due to an Employee must be paid by AV fortnightly by electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, AV may make provisions for off-line payments.
- 26.2 Where a normal payday falls on a public holiday, the direct credit to the Employee's nominated bank account must be made no later than the last working day prior to the public holiday.
- 26.3 Employees must be provided, either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.
- 26.4 In the event of an overpayment of salary, allowance, loading or other payment, AV must advise the Employee. Similarly, the Employee must advise AV if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, AV may recover the overpayment by instalments, to be paid in accordance with the *Financial Management Act 1994* (Vic).

**27 ACCIDENT MAKE-UP PAY**

- 27.1 AV shall pay and an Employee shall be entitled to receive accident make-up pay in accordance with this clause.

**27.2 Definitions**

For the purposes of this clause, the following definitions shall apply:

- (a) **Act** means *Accident Compensation Act 1985* (Vic) as amended from time to time or, in respect of an injury occurring on or after 1 July 2014, the *Workplace Injury Rehabilitation and Compensation Act 2013* as amended from time to time or successor legislation.
- (b) **Injury** means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident make-up pay under this clause unless an entitlement exists under the Act.

**27.3 Accident make-up pay**

- (a) Total Incapacity

Where an Employee is or is determined to be totally incapacitated within the meaning of the Act, the term accident make-up pay means a weekly payment of an amount representing the difference between:

- (i) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the Act for the week, and
- (ii) the total weekly rate of pay, as varied from time to time, being paid to the Employee at the date of the Injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by AV shall not be taken into account.

(b) Partial incapacity

Where an Employee is partially incapacitated within the meaning of the Act, the term accident make-up pay means a weekly payment of amount representing the, difference between:

- (i) the total amount of compensation paid to the Employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning.
- (ii) the total weekly rate of pay, as varied from time to time, being paid to the Employee at the date of the injury and which would have been-payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by AV shall not be taken into account.

(c) Payment for part of a week

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee shall receive pro rata accident make-up pay for that part of the week.

## 27.4 Qualifications for payment

- (a) Subject to the terms of this clause, an Employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident make-up pay by AV who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of AV, provided that:
  - (i) Accident make-up pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks and then, subject to clause **27.3(c)** and to the maximum period of payment prescribed elsewhere herein, accident make-up pay shall only to the period of incapacity after the first two (2) weeks.
  - (ii) Accident make-up pay shall only be payable to an Employee whilst that Employee remains in the employment of AV by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from AV but such alternative employment is available with another Employer then the relevant amount of accident make-up pay shall still be payable.
    - (A) Provided further that in the case of the termination by AV of an Employee who is incapacitated and receiving accident make-up pay, accident make-up pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
    - (B) In order to qualify for the continuance of accident make-up pay on termination an Employee shall if required provide evidence to AV of the continuing payment of weekly payments of compensation.
- (b) Subject to this clause, accident make-up pay shall not apply in respect of any injury during the first five (5) normal working days of incapacity.
- (c) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident make-up pay unless the Employee has been employed with AV at the time of the incapacity for a minimum period of one (1) month.
- (d) On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five (5) years and in the event of defaults or inaccurate information being deliberately and knowingly declared AV may require the Employee to forfeit their entitlement to accident make-up pay under this Agreement.

**27.5 Maximum period of payment**

The maximum period or aggregate period of accident make-up pay to be made by AV shall be a total of fifty two (52) weeks for any one injury as defined in clause **27.2(b)**.

**27.6 Absences on other than paid leave**

An Employee shall not be entitled to the payment of accident make-up pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate Agreement provisions.

**27.7 Notice of injury**

Following an injury for which they claim to be entitled to receive accident make-up pay, an Employee shall give notice in writing of the injury to AV as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the Employee.

**27.8 Medical examination**

- (a) In order to receive an entitlement to accident make-up pay an Employee shall meet the requirements of the Act for attending medical examinations.
- (b) Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made fails to commence the work, accident make-up pay shall cease from the date of such refusal or failure to commence the work.

**27.9 Cessation or redemption of weekly payments**

Where there is a cessation or redemption of weekly compensation payments under the Act, AV's liability to pay accident make-up pay shall cease as from the date of such cessation or redemption.

**27.10 Civil damages**

- (a) An Employee receiving or who has received accident make-up pay shall advise AV of any action they may institute or any claim they make for damages. Further, the Employee shall, if requested, provide an authority to AV entitling AV to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident make-up pay AV's liability to pay accident make-up pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident make-up pay made by AV, the Employee shall pay to AV any amount of accident make-up pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an Employee obtains a judgement or settlement for damages against a person other than AV in respect of an injury for which he or she has received accident make-up pay, AV's liability to pay accident make-up pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident make-up pay made by AV, the Employee shall pay to AV any amount of accident make-up pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

**27.11 Insurance against liability**

Nothing in this Agreement shall require AV to insure against liability for accident make-up pay.

**27.12 Variations in compensation rates**

Any changes in compensation rates under the Act shall not increase the amount of accident make-up pay above the amount that would have been payable had the rates of compensation remained unchanged. From July 1 2006, where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly compensation payments under the Act, the Employee will receive accident make-up pay equal to the amount they would ordinarily receive as weekly



wages, less the amount of weekly compensation, for a maximum period of fifty-two (52) weeks in respect to any one injury.

**27.13 Death of an Employee**

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

**27.14 Commencement**

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975.

**28 SUPERANNUATION**

28.1 AV will offer the Employee membership of a complying Superannuation fund approved by the Australian Prudential Regulation Authority. Unless otherwise advised, the default fund shall be Emergency Services Superannuation.

28.2 AV will contribute, or will be deemed to contribute, to this fund, or another approved fund, an amount in accordance with the Commonwealth Superannuation Guarantee Charge Act 1992 and the Emergency Services Superannuation Act 1986.

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

**29 POSITION DESCRIPTION REVIEWS / MERCER WORK VALUE POINTS REVIEW**

29.1 The Parties to this Agreement support Position Descriptions that provide a clear understanding of work objectives and position requirements to ensure that recruitment, selection, employee development and performance management are conducted in a fair and transparent manner.

29.2 Employees may request to have a review of their Position Description including work value points and in such circumstances this request should initially be made to their line manager.

29.3 Where a request is made by an Employee to have their Position Description reviewed the line manager will ensure the request is forwarded to AV's People and Culture (P&C) department. The line manager will provide information to P&C for the purposes of the review. An employee may also provide information for consideration.

29.4 AV will consider the Employee's application and seek advice and / or consider external review where determined as appropriate by AV. Employees will be provided with reasons for its decision.

29.5 Any party not satisfied with AV's decision may seek to have the matter resolved under the Dispute Resolution Procedure.

## **PART 5 – WORKING HOURS AND ALLOWANCES**

### **30 HOURS OF WORK**

The ordinary hours of work for full-time Employees shall be 38 hours per week, with the actual hours worked being an average of 7.6 hours per day.

### **31 ACCRUED DAYS OFF**

- 31.1 Full-time Employees will work an additional two (2) ordinary hours each week to facilitate one (1) ADO after every four (4) weeks of service, being thirteen (13) ADOs in each calendar year.
- 31.2 ADOs are to be taken as single days on a rostered basis (i.e. one (1) ADO in each twenty-eight (28) day cycle), or as otherwise agreed between the Employee and their Manager/Supervisor. Subject to organisational requirements, requests for alternate arrangements will not be unreasonably refused.
- 31.3 Subject to clause **31.4** below, Employees eligible for the CAA under clause **46** of this Agreement shall accrue and take ten (10) of their thirteen (13) annual ADOs in a five (5) day block form attached to their annual leave. For these Employees, the remaining three (3) ADOs are to be taken as single days of absence at a time agreed between the Employee and their immediate manager within the year in which they are accrued.
- 31.4 Where an Employee is required to attend work on a rostered ADO, they shall be paid ordinary time for all hours worked and provided with an alternative ADO at the earliest available opportunity.

### **32 WORK BREAKS**

Employees shall be entitled to reasonable breaks during the working day as are needed for health and safety. Any such break shall be counted as time worked.

### **33 MEAL BREAKS**

Employees will not be required to work more than 5 hours without an unpaid meal break of at least 30 minutes, unless otherwise agreed between the Employee and AV.

### **34 OVERTIME**

- 34.1 Requirement to work reasonable overtime:
- (a) subject to clause **34.1(b)**, AV may require an Employee to work reasonable overtime.
  - (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
    - (i) any risk to Employee health and safety;
    - (ii) the Employee's personal circumstances including any family responsibilities; ·
    - (iii) the needs of the workplace or enterprise;
    - (iv) the notice (if any) given by AV of the overtime and by the Employee of his or her intention to refuse it; and
    - (v) any other relevant matter.
- 34.2 Employees directed by AV to perform duties outside ordinary hours of work, in response to operational or other business requirements, for a period of 30 minutes or more shall be entitled to time-in-lieu or overtime payment at the rate of time and one half (1.5) for the first 2 hours and double time (2.0) thereafter for:
- (a) Hours in excess of the ordinary hours of work (on a daily or weekly basis) as specified in clauses 30 and 31 of the Agreement (for full time employees); or
  - (b) Hours in excess of the number of rostered hours agreed pursuant to clause 16.3 of the Agreement (for part-time employees).

- (c) Where an employee has an accrued but untaken entitlement to time-in-lieu pursuant to clause 34.2 of the Agreement, Ambulance Victoria will pay that entitlement to the employee (at the rate applicable to the overtime when worked):
  - i) Upon request by the employee, in which case payment will be made in the next pay period following the request; or
  - ii) On termination of the employee's entitlement.
- (d) If AV engages an employee under the Agreement in a classification lower than 183 work value points, AV will pay such employees an overtime payment at the rate of time and a half (1.5) for the first 2 hours and double time (2.0) thereafter, or grant them time-in-lieu where, at AV's direction, the employee works:
  - i) Hours in excess of the ordinary hours of work (on a daily or weekly basis) as specified in clauses 30 and 31 of the Agreement (for full-time employees); or
  - ii) Hours in excess of the number of rostered hours agreed pursuant to clause 16.3 of the Agreement (for part-time employees).

34.3 In addition to overtime worked immediately preceding or following ordinary hours of duty, for the purposes of this clause duties performed outside ordinary hours of work also include:

- (a) a return to the Employee's normal work location, or alternative work location as required;
- (b) the provision of technical advice over the telephone; or
- (c) remote computer access.

34.4 A request to perform overtime that does not immediately precede or follow ordinary hours of duty, shall be by mutual agreement between AV and the Employee.

34.5 An unplanned return to the Employee's normal work location, or alternative work location, shall commence from the time the Employee receives the request. Provided that, where such a return is planned in advance, payment shall be for hours worked only at the appropriate rate.

## **35 RECALL**

35.1 Where AV recalls an Employee (who does not receive the CAA) and the Employee is required to leave their residence to return to work, the Employee will be paid a minimum of 4 hours work in accordance with the overtime provisions in clause **34** (Overtime).

35.2 If the recall continues for more than the initial 4 hours, the Employee will be paid for the actual time worked in accordance with the overtime provisions in clause **34** (Overtime).

35.3 Where the period of recall under clause **35.1** overlaps with the commencement of the employee's normal work day, the time worked on recall prior to the normal work day will be paid as overtime and will not attract the minimum 4 hour payment.

35.4 Payment for work undertaken at home by the Employee (not in receipt of the CAA) will be paid at overtime rates where the work exceeds 30 minutes in duration (not minimum 4 hours). The 30 minutes includes intermittent periods of work undertaken by the Employee which when aggregated totals 30 minutes or more on each day.

35.5 For the avoidance of doubt those operational employees listed in Schedule B who are required by AV to respond to cases as an ALS Paramedic / MICA Paramedic / BLS Paramedic outside ordinary working hours will be paid overtime for the hours worked in accordance with clause **34** (Overtime).

## **36 REST BREAKS**

36.1 Subject to clause **36.2** below, AV will provide an Employee with a 10 hour rest break between the completion of a period of duty (including overtime outside ordinary hours) and the recommencement of duty on the same or subsequent day, as is needed for health and safety.

- 36.2 Where organisational requirements dictate, an Employee can be required to continue at work and not commence their rest break or return to duty from their rest break. Where the 10 hour rest break results in the Employee commencing their next period of duty at a time later than their usual commencement time, the Employee will be paid as if they had worked from their normal commencement time.

### **37 FACILITIES FOR BREASTFEEDING**

AV will provide private and comfortable areas at its Head Office and at each Business Centre for Employees who are breastfeeding, to enable them to express or feed children while at work.

### **38 HIGHER DUTIES**

- 38.1 Where an Employee is assigned the duties of a position in a higher classification to his or her substantive position for a period of five (5) or more working days, the Employee shall be entitled to a higher duties allowance.
- 38.2 An Employee acting in a Level 2, Level 3 or Level 4 Manager position shall be paid not less than the minimum salary rate for the higher classification being relieved, less any vehicle salary sacrifice amount applicable.
- 38.3 Salary packaging arrangements for Employees shall remain unchanged during the period of higher duties.
- 38.4 The maximum period of any higher duties assignment shall not exceed six (6) months, unless an Employee is assigned such duties as a replacement Employee in accordance with clause **55.22** of this Agreement.
- 38.5 Where higher duties are performed the employee involved must be remunerated at a rate of pay that leaves them no worse off than in their substantive role.

### **39 UNIFORM PROVISIONS**

- 39.1 Where appropriate, and required by AV, Employees shall be provided with protective clothing/uniform items suitable for the work performed at no cost.
- 39.2 Protective clothing/uniform items shall only be worn in the course of employment and shall remain the property of AV.
- 39.3 Protective clothing/uniform items shall be cleaned, repaired and/or replaced by AV, as required

### **40 TRAVELLING ALLOWANCE**

- 40.1 Where an Employee is required by AV to use his or her own vehicle for business-related travel during normal working hours, he/she will receive a travelling allowance in accordance with the following table:

Vehicle Engine Capacity	Cents per Kilometre
1600cc (1.6 litre) or less	65 cents
1601cc – 2600cc (1.601 litre – 2.6 litres)	76 cents
2601cc (2.601 litre) and over	77 cents

- 40.2 Where an Employee is required by AV to use his or her vehicle to travel from home to the place of work and return outside ordinary hours of work, he or she will receive a travelling allowance in accordance with the mileage rates specified in clause **40.1** of this Agreement.
- 40.3 For the avoidance of doubt the provisions of clause **40.1** shall not apply:
- (i) If the alternative work location is an equivalent distance or nearer to the employee's residence than the employee's normal work location;
  - (ii) To an employee who has chosen to work at a different location.

40.4 Any approved travel fares incurred by an Employee in the course of their employment shall be reimbursed by AV.

40.5 The travelling allowances in clause **40.1** will be adjusted annually over the life of the Agreement according to the rates per business kilometre determined by the Australian Taxation Office.

**40.6 Travelling Time**

(a) An Employee classified at 330 work value points or below who is directed to work at a location other than their normal place of employment may, subject to the following provisions, be granted time off during normal hours of duty in respect of any period of excess travelling time so incurred, or must be reimbursed at the ordinary rate of pay (calculated to the nearest quarter hour) for time reasonably spent in travelling to and from the place of residence and the designated place of work outside normal working hours (in excess of the time normally spent in travelling from the place of residence to the usual place of work and return).

(b) Provided that a journey involving travelling time of less than 30 minutes daily must not be taken into account.

**40.7 Travel & Accommodation Expenses**

Where AV requires an Employee in the course of duties to be absent overnight, the Employee must be reimbursed for reasonable travelling and accommodation expenses. This provision does not apply if the expenses are paid for by AV or another organisation.

**40.8 Meal Expenses**

Where AV requires an Employee in the course of duties to be absent overnight, the Employee will be reimbursed the following as applicable, unless meals are paid for by AV or provided by another organisation:

Meal	6/6/2020
Breakfast	\$16.80
Lunch	\$33.62
Dinner	\$50.44

**41 OVERTIME MEAL ALLOWANCE**

An employee required to work overtime for more than two hours after their normal finishing time shall be entitled to the following meal allowance:

Meal Allowance	6/6/2020
	\$10.10

**42 LIVING AWAY FROM HOME / INCIDENTALS EXPENSES**

42.1 Subject to clause 42.4, an Employee who is required to live away from home shall be paid an incidentals allowance for each night spent away from home.

42.2 For the avoidance of doubt, this provision does not apply where an operational position is required to be on shift and/or involves an overnight stay at an AV Branch/work location.

42.3 Employees eligible for the Living Away From Home / Incidental Allowance in accordance with clause **42.1** will receive the following amount per night:

Allowance	6/6/2020
	\$25.20

- 42.4 To be eligible for payment of the Living Away From Home / Incidental Allowance the Employee must have incurred an expense for the allowance being claimed. Upon request by AV, the Employee may be required to provide proof of an expense being incurred by the Employee.

#### **43 SHIFT ALLOWANCE**

- 43.1 Employees who are rostered to work shifts will be entitled to the following shift penalties:
- 43.2 Morning/Afternoon Shift (start before 6:30am or finish after 6.30pm and at or before midnight)

Shift	Shift Penalty (%)
Morning/Afternoon Shift (start before 6:30am or finish after 6.30pm and at or before midnight)	15%
Night Shift (finish after midnight and at before 8.00am)	20%
Ordinary Hours Performed on Weekends	50%
Ordinary Hours Performed on Public Holidays	150%

- 43.3 The shift penalties will be calculated on the Employee's ordinary hourly rate and paid for the duration of the shift.

#### **44 REMOVAL EXPENSES**

Where an Employee is required to transfer to a work location more than forty-eight (48) kilometres from the work location where the Employee has been employed for a period of at least two (2) years, the Employee will be reimbursed reasonable removal expenses associated with the transfer.

#### **45 PERSONAL PROPERTY**

- 45.1 AV will reimburse reasonable costs associated with replacing or repairing an Employee's dentures, watch, spectacles, mobile phone, contact lenses, text books, jewellery or prescription sunglasses, which are lost, damaged or destroyed in the course of employment, other than through the Employee's own gross negligence, up to a maximum \$320 per item.
- 45.2 The Employee shall be required to furnish a statutory declaration setting out the circumstances of the loss, damage or destruction of the personal item(s). The Employee will also be required to provide supporting evidence of the value of the items lost, damaged or destroyed.

#### **46 COMMUTED AVAILABILITY ALLOWANCE (CAA)**

- 46.1 Employees who are required to provide management advice and/or respond to emergency or time critical incidents or Issues outside ordinary hours of work shall be entitled to a (CAA). From 6 February 2017, a number of the Operational Classifications in Schedule B have had the CAA incorporated into their annual salary. The employees in these positions are not entitled to receive the CAA in addition to their salary. Also, other than when the conditions in 46.11 are met, those employees are not entitled to any additional payment for providing management advice and/or responding to emergency or time critical incidents or issues outside ordinary hours of work. The level of CAA for each position is set out in Schedule B.
- 46.2 The CAA will be paid for all purposes, other than periods of long service leave and/or parental leave. Payment will be made on a fortnightly basis with effect from the commencement of the Agreement.
- 46.3 The out of hours work demands for individual positions shall be assessed against the eligibility matrix and criteria in this clause to determine the level of CAA that should apply, as follows:

First Pay Period on or After	6/6/2020
Level 1 CAA	\$10,240

Level 2 CAA	\$20,480
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- 46.4 Level 1 CAA: This allowance is paid to those Employees or managers who are required to be available outside of ordinary working hours to provide advice, support or authoritative direction to other Employees or managers involved in dealing with emergency or time critical incidents or issues.
- 46.5 Positions defined at this level of CAA respond to calls in the Low, Moderate and High Categories within the CAA Eligibility Matrix.
- 46.6 Level 2 CAA: This allowance is paid to those Employees or managers, who are required to be available outside of ordinary working hours and frequently provide advice, support or Intervene and manage emergency or time critical incidents or issues to the level of their authority.
- 46.7 In this context, frequently can be defined as achieving all of the following indicators:
- Impost to carry phone/pager at all times
  - Expectation to facilitate problem resolution, not just authorise the response
  - Problem Resolution facilitated by remote access and/or on site requirement
  - Responsible for resolution of key service delivery emergency responses
- 46.8 Positions defined at this level of CAA respond to calls in the Extreme Category within the CAA Eligibility Matrix.

### CAA Eligibility Matrix

#### Determining the Level of Availability

#### Consequences

		Insignificant Calls for routine daily advice of no immediate service impact	Minor Calls requiring authorisation only, all work done by others	Moderate Decision making required regarding service delivery	Major Decisive action required in response to call which impacts Service Delivery	Catastrophic call requiring immediate prioritisation and visible action which could significantly affect Service Delivery
Likelihood	A	Almost certain to occur in most circumstances	High (H)	High (H)	Extreme (X)	Extreme (X)
	B	Likely to occur frequently	Moderate (M)	High (H)	High (H)	Extreme (X)
	D	Possible and likely to occur at some time	Low (L)	Moderate (M)	High (H)	Extreme (X)
	D	Unlikely to occur but could happen	Low (L)	Low (L)	Moderate (M)	High (H)
	E	May occur but only in rare and exceptional circumstances	Low (L)	Low (L)	Moderate (M)	High (H)

- 46.9 All positions eligible to receive either Level 1 or Level 2 Commuted Availability Allowance are to have this specified in their position descriptions.
- 46.10 All new positions are to be classified against the CAA Eligibility Matrix.
- 46.11 The purpose of this clause is to clarify the circumstances in which employees in receipt of Level 1 and Level 2 CAA may be paid overtime in addition to the CAA allowance. Overtime will not be paid to these employees for circumstances comprehended by the CAA allowance, nor will it be paid for occasions where employees initiate a return to work outside ordinary hours. Overtime may be paid in the following circumstances only:

**Emergency Response Plan Activities:**

- (a) Overtime that is performed under the Emergency Response Plan approved by AV in the following circumstances:
- (i) Code Red Event:
- In a situation designated as Code Red, an Employee in receipt of the CAA shall be paid at overtime rates for all time worked outside ordinary hours.
- (ii) Prolonged Code Orange Event and IT Priority One Incidents: In a situation designated as Code Orange or IT Priority One, an Employee in receipt of the CAA shall be paid at overtime rates in the following circumstances:
- (A) Work that extends beyond an Employee's ordinary hours for at least the equivalent of a shift (7.6 hours) or longer, provided that overtime payment shall only apply to the hours worked beyond the additional 7.6 hour shift (exclusive of any unpaid breaks) up until the employee is released from duty.

*Example:*

*A Group Manager works ordinary hours from 8:30am until 5:30pm, including an unpaid meal break of 1 hour. They respond to a Code Orange Event at 8:30pm and work through until 5:30am the following day. They take a 30 minute unpaid break at 1:30am.*

*The hours worked between 8:30pm and 4:36am do not attract overtime payment (i.e. 7.6 additional hours). Overtime is only payable for the time worked between 4:37am and 5:30am.*

- (B) Work that is performed on a weekend.
- (C) Work that is performed on a Public Holiday.
- (D) Work that is performed on an approved ADO.

**Exceptional Unplanned Activities or Incidents:**

- (b) Overtime that is performed at the direction and with the prior approval of a Level 1 (CEO) or Level 2 (Executive) manager due to an exceptional unplanned activity or incident not comprehended by clause **46.11(a)**.
- 46.12 In circumstances where the working of overtime in accordance with clause 46.11 above is authorised, it shall be a requirement that appropriate time records are kept.
- 46.13 Time in lieu of overtime payment is available in the case of overtime worked under clauses 46.11(a) and 46.11(b) and 46.12 above, however this shall only be by mutual agreement of AV and the Employee.
- 46.14 In circumstances where time in lieu has been sought and agreed to by AV, the Employee shall be entitled to time off, without loss of pay, on an hour for hour basis only.



**47 COMMUNITY EDUCATION ALLOWANCE (CEA)**

- 47.1 Non-operational staff employed in Community Education occupying the positions of Manager Community Education & Community Engagement, Manager Community Education, Manager Community Engagement and Community Education Officer, shall be entitled to a CEA as compensation for work performed outside ordinary hours and on weekends, as follows:

<b>First Pay Period on or After</b>	<b>6/6/2020</b>
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Community Education Allowance      \$10,240

- 47.2 The CEA will be paid for all purposes, other than periods of long service leave and/or parental leave. Payment will be made on a fortnightly basis with effect from the commencement of the Agreement. No overtime will be paid over and above this allowance.
- 47.3 Payment of the CEA will be reviewed over the life of the Agreement according to any changes in the resourcing arrangements for community education activities outside ordinary hours of work and on weekends.

**48 FIRST AID ALLOWANCE**

- 48.1 Where determined by AV, an administrative Employee may be appointed to perform first aid duty and shall be paid the following allowance per week:

<b>First Aid</b>	<b>6/6/2020</b>
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\$15.38

- 48.2 AV shall not appoint a person to perform first aid duty without their agreement and unless that person has attained the appropriate first aid qualifications from an accredited First Aid Trainer.
- 48.3 An Employee appointed to provide first aid and in receipt of this allowance will be required to maintain the currency of their first aid qualification in order to continue performing the first aid role and receiving the allowance.

## PART 6 – LEAVE OF ABSENCE

### 49 ANNUAL LEAVE

- 49.1 Employees shall be entitled to annual leave on ordinary pay in accordance with the following schedule:

Category of Employee	No. Weeks Leave (per annum)
<p>Employees required by AV to provide management advice and/or respond to emergency or time critical Incidents or Issues outside ordinary hours of work in accordance with the CAA <b>Clause 46</b> of this Agreement, including those Operational Classifications where the CAA is incorporated into their annual salary.</p> <p>OR</p> <p>An employee rostered to work regularly on Sundays and public holidays.</p> <p>These employees are shift-workers for the purposes of the NES.</p>	5 weeks
All other Employees	4 weeks

- 49.2 Annual leave accrues on a pro-rata basis and will be credited to Employees in each pay period.
- 49.3 Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between AV and the Employee, annual leave may be deferred beyond that date.
- 49.4 To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of AV, to take annual leave in single periods not exceeding ten single days in any calendar year at a time or times agreed between them.
- 49.5 Where an Employee has accrued annual leave in excess of six (6) weeks:
- (a) AV may direct the Employee to take, within a period specified to the greater of:
    - (i) two (2) weeks annual leave; or
    - (ii)  $\frac{1}{4}$  of the accrued annual leave in excess of six (6) weeks; or
    - (iii) an additional amount by mutual agreement between the Employee and AV ; or
  - (b) From the commencement of this Agreement, and subject to the requirements of the FW Act, the employee may once annually request to cash out an amount of annual leave, providing their annual leave accrual residual balance is no less than four weeks after the cashing out has occurred.
    - (i) Any request to cash out leave in accordance with clause **49.5(b)** must be in writing and will be subject to the agreement of AV.
    - (ii) Where AV authorises a request under this clause for payment in lieu of annual leave, the employee will receive payment in lieu of the amount of annual leave that is foregone (including applicable annual leave loading) and the amount of annual leave that is foregone will then be deducted from the employee's accrued annual leave balance.
    - (iii) Each cashing out of a particular amount of paid annual leave will be by a separate agreement in writing between AV and the Employee.
    - (iv) Superannuation contributions will be paid by AV in respect of any period of annual leave to be paid out.

- 49.6 Subject to clauses **49.3** and **49.5**, annual leave will be taken at a time mutually agreed upon between the Employee and AV.
- 49.7 Subject to clause **49.8** an Employee who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement will be paid an amount equal to the unused annual leave entitlement and any unpaid leave loading. Any leave loading payable pursuant to this clause **49.7** shall be calculated at the rate of 17.5% and shall be subject to clause **49.8**.
- 49.8 Each Employee who, at the time of taking annual leave, is classified at 330 work value points or less will, in respect of annual leave taken, receive annual leave loading at the rate of 17.5% for the period of annual leave, up to a maximum of 4 weeks accrued leave per annum.
- 49.9 In accordance with the FW Act, if the period during which an Employee takes paid annual leave accrued under clause **49.1** includes a period of other leave, an Employee is taken not to be on paid annual leave for the period of that other leave. For personal/carer's leave, Employees will be required to provide a medical certificate and for all other leave the applicable provisions of this Agreement will apply. In these circumstances the amount of the other leave taken shall be re-credited to the Employee's annual leave entitlement.
- 49.10 The amount of annual leave loading paid in respect of any period of annual leave converted into another form of leave in accordance with clause **49.9** shall be deducted from any future entitlement to annual leave loading, or from termination pay, where applicable.

## **50 PURCHASED LEAVE**

Employees are able to access Purchased Leave up to 44/52 subject to business requirements and AV's approval.

## **51 PUBLIC HOLIDAYS**

- 51.1 Employees (other than casual Employees) shall be entitled to the following public holidays without loss of pay:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, ANZAC Day, Queen's Birthday, Labour Day and Melbourne Cup Day.
  - (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - (c) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
  - (d) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
  - (e) When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the following Monday.
- 51.2 In respect of Easter Saturday (Easter Eve), an Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday. By mutual consent, the Employee may take one day off in lieu or have one day added to his or her annual leave.
- 51.3 Where in the whole or part of the State of Victoria, additional public holidays are declared or prescribed on days other than those set out in clause **51.1**, those days shall constitute additional

holidays for the purposes of this Agreement for Employees who have their place of principal employment in a municipality to which the additional public holiday applies.

- 51.4 AV and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.
- 51.5 An Employee may, by agreement with AV, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the individual Employee.
- 51.6 Where the nature of employment of an Employee does not permit the observance of public holidays as they occur, AV will grant substituted leave.
- 51.7 For part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the part-time Employee would have worked had there been no public holiday.
- 51.8 Unless otherwise specified in this Agreement, where a public holiday occurs during a period of leave granted to an Employee, the public holiday is additional and shall not form part of the Employee's paid leave.

## **52 PERSONAL/CARER'S LEAVE**

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

### **52.2 Definitions**

- (a) In this clause the term "immediate family" includes the Employee's:
  - (i) spouse (including the Employee's former spouse, de facto partner or former de facto partner, where "de facto partner" means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes) ; and
  - (ii) a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.
- (b) The term "registered medical practitioner" means a practitioner registered or licensed as medical practitioner and includes a Doctor of Medicine, Dentist, Physiotherapist, Chiropractor, Osteopath, Psychologist, Podiatrist or Optometrist.

### **52.3 Paid Personal/Carer's Leave entitlement**

- (a) Paid personal/carers leave is available to an Employee if the leave is taken:
  - (i) because the Employee is unfit for work because of a personal illness or personal injury (sick leave); or
  - (ii) to provide care or support to a member of the Employee's immediate family or household who requires care or support because of a personal illness or personal injury of the member or an unexpected emergency affecting the member (carer's leave).
- (b) The amount of personal/carers leave to which an Employee is entitled depends on how long he or she has worked for AV and accrues as follows:
  - (i) 96 hours will be available in the first year of service;
  - (ii) 112 hours will be available per annum in the second, third and fourth years of service; and
  - (iii) 168 hours will be available per annum in the fifth and subsequent years.
- (c) Personal/carers leave accrues progressively and is cumulative. In any year unused personal/carers leave accrues by the lesser of:

- (i) 96 hours in the first year, 112 hours in the second, third and fourth year and 168 hours for the fifth and subsequent years less the amount of personal/carer's leave taken during the year; or
- (ii) the balance of that year's unused personal/carer's leave.

#### 52.4 Taking Personal/Carer's leave

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

#### 52.5 Unpaid Carer's Leave

- (a) Where an Employee has exhausted all paid personal/carer's leave entitlements, or is a casual Employee, they are entitled to take unpaid carer's leave to care for members of their immediate family or household who have an illness, injury or an unexpected emergency and require care or support.
- (b) AV and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to a maximum of two (2) days per occasion, provided the requirements of clauses 52.6 and 52.7 are met.

#### 52.6 Employee must give notice

Employees will advise AV of their intention to take personal/carer's leave prior to the commencement of their rostered period of duty, unless it is impractical to do so.

#### 52.7 Evidence supporting claim

- (a) In the case of personal illness or injury an Employee may utilise up to three (3) days accrued personal/carer's leave with pay in each year of employment without providing a medical certificate from a registered medical practitioner or a statutory declaration.
- (b) If the period of personal/carer's leave referred to in clause 52.7(a) is for a continuous period exceeding three (3) days, the Employee will be required to provide a medical certificate from a registered medical practitioner or a statutory declaration.
- (c) Failure by the Employee to provide a medical certificate or statutory declaration, as required under clause 52.7(b), within forty-eight hours may render the Employee liable to be taken off paid personal/carer's leave until such time as the required documentation is provided.
- (d) When taking leave to care for members of their immediate family or household who require care due to a personal illness, injury or unexpected emergency, the Employee must, if required by AV, provide a medical certificate from a registered medical practitioner or a statutory declaration stating that the condition of the person concerned requires the Employee's care and support.

### 53 COMPASSIONATE LEAVE

53.1 Subject to clause 52.3, an Employee, other than a casual Employee, is entitled to up to four (4) days paid compassionate leave for each occasion when a member of the Employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life, for the purposes of spending time with such person;

- (b) sustains a personal injury that poses a serious threat to his or her life, for the purposes of spending time with such person; or
- (c) dies.

53.2 Casual Employees will be entitled to unpaid compassionate leave in the circumstances set out in clause **53.1** above.

53.3 An Employee may be required to provide such evidence as is reasonably required by AV as proof of such entitlement.

53.4 An Employee may be granted leave beyond four (4) days where AV is satisfied that four (4) days compassionate leave is inadequate in the circumstances.

## **54 SPECIAL LEAVE**

An Employee may be granted up to four (4) days leave with pay in exceptional circumstances, where all other paid leave entitlements have been exhausted, at the discretion of AV.

## **55 PARENTAL LEAVE**

### **55.1 Application**

Full-time, part-time and Eligible Casual Employees are entitled to parental leave under this clause if:

- (a) the leave is associated with:
  - (i) the birth of a child of the Employee or the Employee's Spouse; or
  - (ii) the placement of a child with the Employee for adoption; and
- (b) the Employee has or will have a responsibility for the care of the child.

### **55.2 Definitions**

For the purposes of this clause:

- (a) **Eligible Casual Employee** means a casual Employee:
  - (i) employed by AV on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve (12) months; and
  - (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by AV on a regular and systematic basis.
- (b) **Continuous Service** is work for AV on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in clause **55.2(g)**).
- (c) **Child** means:
  - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
  - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
    - who is, or will be, under sixteen (16) as at the day of placement, or the expected day of placement;
    - has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement; and
    - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

- (d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one (1) person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- (f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- (g) **Recognised Prior Service** means any service that has been recognised by AV immediately prior to the Employee's employment with AV.

### 55.3 Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table.

	Paid leave	Unpaid leave	Total
<b>Primary Caregiver</b>			
More than 12 months service	10 weeks	Up to 42 weeks	52 weeks
Less than 12 months service	0 weeks	Up to 52 weeks	52 weeks
Eligible casual employee	0 weeks	Up to 52 weeks	52 weeks
<b>Secondary Caregiver</b>			
More than 12 months service	1 week	51 weeks	52 weeks
Less than 12 months service	0 weeks	Up to 52 weeks	52 weeks
Eligible casual employee	0 weeks	Up to 52 weeks	52 weeks
<b>Pre-natal Leave</b>			
Pregnant employee	38 hours		
Spouse	7.6 hours		

### 55.4 Parental Leave – Primary Caregiver

- (a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:
  - (i) Ten (10) weeks paid parental leave; and
  - (ii) up to forty-two (42) weeks unpaid parental leave.
- (b) An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to fifty-two (52) weeks unpaid parental leave.

- (d) Only one (1) parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
  - (i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
  - (ii) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
  - (iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- (e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

#### **55.5 Parental Leave – Secondary Caregiver**

- (a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:
  - (i) One (1) week paid parental leave; and
  - (ii) up to fifty-one (51) weeks unpaid parental leave.
- (b) An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (d) Only one (1) parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

#### **55.6 Pre Natal Leave**

- (a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. AV should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- (b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- (c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- (d) Paid pre-natal leave is not available to casual Employees.

#### **55.7 Continuing to work while pregnant**

- (a) AV may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
  - (i) continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or



- (ii) is on paid leave under clause **55.9(b)**.
- (b) AV may require the Employee to start parental leave if the Employee:
  - (i) does not give AV the requested certificate within seven (7) days of the request; or
  - (ii) gives AV a medical certificate stating that the Employee is unfit to work.

#### **55.8 Personal/Carer's Leave**

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with clause **52**.

#### **55.9 Transfer to a Safe Job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if AV deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- (b) If AV does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or AV may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
  - (i) when the Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
  - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- (c) Where no safe job exists, the Employee may take paid no safe job leave, at the Employee's base rate for ordinary hours of work for the risk period.
- (d) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

#### **55.10 Special Parental Leave**

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- (a) where the pregnancy terminates during the first twenty (20) weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause **52**;
- (b) where the pregnancy terminates after the completion of twenty (20) weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause **55.3** and thereafter, to unpaid special maternity leave.

#### **55.11 Notice and evidence requirements**

- (a) An Employee must give at least ten (10) weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
  - (i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
  - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

- (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four (4) weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise AV of any changes to the notice provided in clause **55.11(a)**, unless it is not practicable to do so.
- (c) AV may require the Employee to provide evidence which would satisfy a reasonable person of:
  - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
  - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

#### **55.12 Commencement of parental leave**

- (a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within fourteen (14) weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.
- (b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.
- (c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- (d) AV and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- (e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

#### **55.13 Single period of parental leave**

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

#### **55.14 Employee Couple – Concurrent Leave**

- (a) Two Employees covered by this Agreement may take up to eight (8) weeks concurrent leave in connection with the birth or adoption of their Child.
- (b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
- (c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than two (2) weeks, unless AV otherwise agrees.

#### **55.15 Parental Leave and Other Entitlements**

- (a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks or a longer period as agreed under clause **55.17(b)**.
- (b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and AV will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

- (c) Unpaid parental leave under clauses **55.4, 55.5, 55.17 and 55.19** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

#### **55.16 Keeping in touch days**

- (a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

#### **55.17 Extending parental leave**

##### **(a) Extending the initial period of parental leave**

- (i) An Employee, who is on an initial period of parental leave of less than fifty-two (52) weeks under clause **55.4** or **55.5**, may extend the period of their parental leave on one occasion up to the full fifty-two (52) week entitlement.
- (ii) The Employee must notify AV in writing at least four (4) weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

##### **(b) Right to request an extension to parental leave**

- (i) An Employee who is on parental leave under clause **55.4 or 55.5** may request an extension of unpaid parental leave for a further period of up to fifty-two (52) weeks immediately following the end of the current parental leave period.
- (ii) In the case of an Employee who is a member of an employee couple within AV, the period of the extension cannot exceed twelve (12) months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
- (iii) The Employee's request must be in writing and given to AV at least four (4) weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
- (iv) AV shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (v) AV must not refuse the request unless AV has given the Employee a reasonable opportunity to discuss the request.
- (vi) AV must give a written response to the request as soon as practicable, and no later than twenty-one (21) days after the request is made. The response must include the details of the reasons for any refusal.

##### **(c) Total period of parental leave**

- (i) The total period of parental leave, including any extensions, must not extend beyond twenty-four (24) months.
- (ii) In the case of an Employee Couple within AV, the total period of parental leave for both parents combined, including any extensions, must not extend beyond twenty-four (24) months. The Employee's entitlement to parental leave under clause **55.4 or 55.5** will reduce by the period of any extension taken by a member of the couple under clause **55.17**.

#### 55.18 Calculation of pay for the purposes of parental leave

- (a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three (3) years. The calculation will exclude periods of unpaid parental leave.
- (b) The average number of weekly hours worked by the Employee, determined in accordance with clause **55.18(a)** above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.
- (c) Despite clause **55.18(a)**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.
- (d) **Half Pay** the Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

#### 55.19 Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

#### 55.20 Returning to Work

- (a) **Returning to work early**
  - (i) During the period of parental leave an Employee may return to work at any time as agreed between AV and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.
  - (ii) In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify AV immediately and AV will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- (b) **Returning to work at conclusion of leave**
  - (i) At least four weeks prior to the expiration of parental leave, the Employee will notify AV of their return to work after a period of parental leave.
  - (ii) Subject to clause **55.20(b)(iii)**, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 55.9** above, the Employee will be entitled to return to the position they held immediately before such transfer.
  - (iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (c) **Returning to work at a reduced time fraction**
  - (i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
  - (ii) Where an Employee wishes to make a request under clause **55.20(c)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### 55.21 Extended Family Leave

- (a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.

- (b) The Employee must make an application for Extended Family Leave each year.
- (c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- (d) Upon return to work AV may reallocate the Employee to other duties.

#### **55.22 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before an Employer engages a replacement Employee AV must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### **55.23 Casual Employees**

AV must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of AV in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

#### **55.24 Consultation and Communication during Parental Leave**

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, AV shall take reasonable steps to:
  - (i) Make information available in relation to any significant effect the change will have on the status or responsibility of the position the Employee held before commencing parental leave; and
  - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform AV about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

The Employee shall also notify AV of changes of address or other contact details which might affect AV's capacity to comply with clause **55.20(a)**.

### **56 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

- 56.1 In certain circumstances, an Employee will be entitled to make a request to AV for a change in his or her working arrangements in accordance with section 65 of the FW Act.
- 56.2 The Employee may be required to produce evidence supporting the basis for flexible working arrangements as AV reasonably requires.

### **57 LONG SERVICE LEAVE**

#### **57.1 Definitions**

For the purposes of this clause the following definitions apply:

- (a) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay at the time the leave is taken or (if he/she dies before the completion of leave so taken, as at the time of death); and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

- (b) **Institution** shall mean any hospital, benevolent home, community health centre, Society or Association registered under the Health Services Act 1988, the Cancer Institute constituted under the Cancer Act 1958 or the Bush Nursing Association (Inc).
- (c) **Month** shall mean a calendar month.
- (d) **Statutory Body** shall mean the Department of Health (Victoria), the Department of Human Services (Victoria), the Department of Justice (Victoria) and the Nursing Board of Victoria.
- (e) **Australian Defence Forces** shall have the same meaning as the Defence Force in the Defence Act 1903.
- (f) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

#### 57.2 **Entitlement**

- (a) An Employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (b) An Employee who has fifteen (15) years continuous service with AV shall be entitled to the equivalent of six (6) months long service leave with pay, and thereafter an additional two (2) months long service leave on completion of each additional five (5) years continuous service.
- (c) An Employee who has completed more than fifteen (15) years continuous service with AV and whose employment is terminated otherwise than by death of the Employee, shall be entitled to an amount of long service leave equal to 1/30<sup>th</sup> of the period of his or her service since the last accrual of entitlement to long service leave under clause **55.24(b)** of this Agreement.
- (d) An Employee who has completed at least ten (10) years continuous service, but less than fifteen (15) years continuous service, with AV and whose employment is terminated for any reason, other than serious and wilful misconduct, shall be entitled to an amount of long service leave equal to 1/30<sup>th</sup> of the period of service.

#### 57.3 **Recognised Service / Portability Arrangements**

- (a) Subject to **clause 57.4** the service of an Employee with an Institution or Statutory Body shall include service for which long service leave, or payment in lieu, has not been received, in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by **57.2** above.
- (b) Subject to clause **57.4**, service shall include periods of paid employment with the Metropolitan Fire and Emergency Service Board (MFESB), the Country Fire Authority (CFA), and the Victoria Police for those Employees that commenced employment with AV on or after 2 September 1997.
- (c) Subject to clause **57.4**, service shall include periods of paid employment with registered interstate emergency ambulance services.
- (d) Subject to clause **57.4**, service shall include all periods during which an Employee was serving in Australian Defence Forces or was made available by AV for National Duty.
- (e) Subject to clause **57.4**, Employees with prior service with a Government Authority in the inner-budget Victorian Public Service and the inner-budget Commonwealth Public Service and any successor organisations will have such service recognised for the purposes of long service leave, provided that the former Employer transfers the monetary accruals to AV. The list of approved inner-budget agencies may be varied from time to time by agreement between the Parties.
- (f) In circumstances where the transfer of monetary accruals provided in clause **55.24(e)** cannot be achieved, Employees with prior service in the inner-budget Victorian Public Service and the inner-budget Commonwealth Public Service shall have such periods of employment recognised for determining the quantum of time required for entitlement to take long service leave, provided that the Employee will only be able to access the amount of long service leave accrued with AV.

#### 57.4 **Continuity of Service**

- (a) For the purposes of calculating long service leave, service shall be deemed to be continuous notwithstanding:
  - (i) the taking of any annual leave or long service leave;
  - (ii) the taking of personal/carer's leave under **clause 52**;
  - (ii) any absence during which payment is made under **clause 27.3** Accident pay;
  - (iv) any other absence where AV authorises such absence in writing to be counted as service;
  - (v) any interruption or ending of the employment by AV if made with the intention of avoiding long service leave or annual leave;
  - (vi) any absence on unpaid parental leave;
  - (vii) any interruption arising directly or indirectly from an industrial dispute;
  - (viii) any break between service with an ambulance service, institution or statutory body, provided this is less than the Employee's allowable period of absence from employment, being five weeks in addition to any paid leave which the Employee receives on termination or for which the Employee is paid In lieu;
  - (ix) dismissal if the Employee is re-employed within two (2) months from the date of this dismissal.
- (b) In calculating continuous service, any interruption or absence under **clauses 57.4(a)(i) to 57.4(a)(v)** are to be counted as part of the period of service, but any interruption or absence under **clauses 57.4(a)(vi) to 57.4(a)(ix)** shall not be taken into account in calculating the period of service for long service leave unless it is so authorised in writing by AV .
- (c) The Employee shall be responsible for providing sufficient evidence to support any claim for recognition of prior service. A "Certificate of Service", specifying the period of employment, details of any unpaid leave or absences, including periods represented by payment in lieu of leave on termination, and any details of long service leave granted during service or on termination shall constitute acceptable proof.

#### 57.5 **Period of Leave**

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

#### 57.6 **Taking of Leave**

- (a) When an Employee becomes entitled to long service leave, such leave shall be granted by mutual agreement between AV and Employee and such agreement shall not be unreasonably withheld.
- (b) Employees are eligible to take pro-rata long service leave after ten (10) years and prior to fifteen (15) years. Such leave shall be granted within eighteen (18) months of the application being lodged with AV, provided that:
  - (i) application is made by the Employee no earlier than six (6) months prior to the accrual of ten (10) years' service; and
  - (ii) AV is able to accommodate the request, given consideration to operational requirements.
- (c) Where an Employee who has taken long service leave after ten (10) years and prior to fifteen (15) years is subsequently terminated for reasons of serious and wilful misconduct, AV may

deduct and withhold an amount equivalent to the amount paid to the Employee in respect of long service leave taken in advance from any remuneration payable upon termination

**57.7 Public Holidays During Long Service Leave**

Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

**57.8 Payment for Period of Leave**

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
  - (i) in full in advance when the Employee commences his or her long service leave; or
  - (ii) in accordance with the ordinary pay cycle; or
  - (iii) in any other way agreed between AV and Employee.
- (b) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by an Employee, the Employee shall be entitled to receive retrospective payment of the increase upon completion of such leave.
- (c) Where the employment of an Employee is terminated for any reason, other than serious and wilful misconduct, before he or she utilises any long service leave accrual, the Employee shall be entitled to payment in accordance with **clause 57.2** of this Agreement at the date of termination of employment.
- (d) Where an Employee who has completed ten (10) years continuous service dies while still employed by AV, AV shall pay to such Employee's legal representative an amount equal to 1/30th of the period of continuous service in respect of which long service leave has not been taken, or payment made, immediately prior to the death of the Employee.

**58 BLOOD DONORS LEAVE**

AV will release the Employee upon request to donate blood, where a collection unit is on-site or by arrangement with the relevant Manager.

**59 STUDY LEAVE**

- 59.1 AV may grant to an Employee paid leave to attend a course of study at an educational institution which, in the opinion of AV, is likely to increase the efficiency or enhance the potential of the Employee in the performance of their duties.
- 59.2 An Employee may be granted up to 4 hours paid non-cumulative study leave per week, for twenty-six (26) weeks per annum, to undertake an approved course of study. Wherever possible, the Employee should apportion their attendance at lectures and tutorials within and outside the ordinary hours of work.

**60 JURY SERVICE**

- 60.1 An Employee, if required to attend for jury service during ordinary working hours, will be granted leave for jury service and be reimbursed by AV an amount equal to the difference between the amount paid for jury service attendance and the ordinary time rate of pay, in respect of ordinary time that would have otherwise been worked.
- 60.2 The Employee will notify AV as soon as possible of the date the Employee is required to attend for jury service.
- 60.3 The Employee will provide AV with proof of duration of attendance and the amount received for such jury service.

**61 COURT ATTENDANCE**

An Employee who is required to take part in court proceedings related to his or her employment shall be paid by AV an amount equal to the difference between the amount he or she receives for attending the court proceedings and his or her ordinary rate of pay.



## **62 FAMILY VIOLENCE LEAVE**

### **62.1 General Principle**

- (a) AV recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, AV is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

### **62.2 Definition of Family Violence**

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the Family Violence Protection Act 2008 (Vic).

### **62.3 Eligibility**

- (a) Leave for family violence purposes is available to all employees with the exception of casual employees.
- (b) Casual employees are entitled to access leave without pay for family violence purposes.

### **62.4 General Measures**

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with AV's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) AV will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. AV will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated People and Culture contact. The immediate supervisor may seek advice from People and Culture Department if the Employee chooses not to see the People and Culture Department or Family Violence contact.
- (f) Where requested by an employee, the People and Culture contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause **62.5** and clause **62.6**.
- (g) AV will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

### **62.5 Leave**

- (a) An employee experiencing family violence will have access to twenty (20) days per year of paid special leave following an event of family violence and for related purposes such as

medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- (b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. AV may require evidence consistent with clause **62.4(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

## **62.6 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, AV will approve any reasonable request from an Employee experiencing family violence for:
  - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (ii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

## **63 CULTURAL AND CEREMONIAL LEAVE**

### **63.1 NAIDOC Week Leave**

- (a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one (1) day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- (b) NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

### **63.2 Leave to attend Aboriginal community meetings**

AV may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

### **63.3 Leave to attend Annual General Meetings of Aboriginal community organisations**

AV may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

**63.4 Ceremonial leave**

- (a) Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
  - (i) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
  - (ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- (b) Where ceremonial leave is taken for the purposes outlined in clause **63.4(a)**, up to three (3) days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

## **PART 7 – SERVICE DELIVERY PARTNERSHIP PLAN**

### **64 Service Delivery Partnership Plan**

Over the life of the Agreement the parties agree to work co-operatively to achieve improved service delivery outcomes.

- 64.1 The parties are committed to improving the productivity and efficiency of AV in the following areas:
- (a) Modernising the agreement through the development and implementation of a common enterprise agreement through the development and implementation of common clauses;
  - (b) Investment in staff development to reduce the need to engage contract and temp staff;
  - (c) Work collaboratively to review the operational structure and service delivery model;
  - (d) Initiative to reduce personal leave through increased immunisation/ vaccination rates;
  - (e) Increase productivity through the management of employee fatigue by increasing access to annual leave; and
  - (f) Review agreement coverage.

To facilitate the achievement of the above initiatives the parties agree to establish a Service Delivery Partnership Plan Working Group (SDPPWG) within six months of the agreement being approved by the Fair Work Commission. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause.

The SDPPWG will comprise nominated representatives from AV and the Unions. The SDPPWG may, by agreement, establish sub-groups as required.

Where any matter requires consultation about major change, as defined in clause 9 of the agreement, then consultation and implementation of any of the initiatives will occur in accordance with the provisions in that clause.

A dispute over the implementation of this clause will be dealt with through conciliation only in accordance with the dispute resolution procedure under this Agreement.

#### **64.2 To achieve the above, the following initiatives will be undertaken.**

##### **(a) Leave Reduction arrangements**

AV and the unions recognise the importance to the health and wellbeing of staff and the organisation to receive timely access to annual leave. AV will be seeking to implement a targeted excess leave reduction strategy. Over the life of the agreement AV is seeking to achieve an average 5% reduction in the current leave bank for AV employees.

##### **(b) Initiative to reduce personal leave – Flu Vaccinations**

AV provides all staff the opportunity to receive a flu vaccination annually. AV has included in their statement of priorities a target of 75% of the workforce being vaccinated. This target will be achieved through additional incentive programs e.g. mobile vaccinations, local community arrangements and nurses attending regional offices. It is expected that with greater vaccination rates there will be a decrease in personal leave utilisation over the course of the Agreement resulting in greater efficiencies.

##### **(c) Introduction of Family Violence Leave**

AV Strongly believes in supporting our employees experiencing family violence and continues to implement initiatives to assist Employees in the workplace. Introducing a formal leave type will contemporise our organisation and also benefit AV being seen as an employer of choice. This initiative aligns with the Victorian Governments Policy and will also have the benefit of improving wellbeing and the continuity of employment.

##### **(c) Internal Consistency in Business Processes:**

A set of common clauses and business practices are being adopted by AV relating to the following:

Consultation

Anti Discrimination

**(e) Parental leave**

Adoption of common business practices will facilitate greater uniformity in the treatment of staff and stream line back of house procedures leading to clearer accountability frameworks for manager and staff.

**(f) Reduction in use of Temp staff /contractors**

AV will reduce the use of temp staff /contractors by 7%. This will have an immediate effect and will directly reduce costs through more efficient utilisation of our current staff. This creates greater staff development opportunities through cross-training and investing in our people.

**(g) Review of agreement coverage of operational classifications**

During the life of the Agreement, the parties agree to commence discussions for the purposes of reviewing the appropriate agreement coverage of Operational Classifications currently covered by this agreement. It is the intention of the parties that any agreed changes will be implemented after the expiry date of this Agreement.

**(h) AV Corporate and Operational service delivery model**

Over the life of the agreement AV will review AV Corporate and Operational service delivery model to support the community, our patients and the workforce. A review of AV and its services has not occurred following the amalgamation of the two services (metro and rural).

The process to review the operational structure and service delivery model is designed to clarify accountabilities, identify single point accountability for the design and execution of work and create a more agile organisation that can continue to focus on community requirements.

**(i) Common Clauses**

A set of common clauses relating to the following has been agreed and will be included in the next agreement:

- (a) Consultation
- (b) Dispute Resolution
- (c) Compassionate Leave
- (d) Pre-natal leave
- (e) Pre-adoption leave
- (f) Parental leave
- (g) Anti-discrimination
- (h) Union Rights

## PART 8 – SIGNATORIES

### 65 SIGNATORIES

Executed as an Agreement.

**SIGNED on behalf and with the authority  
of AMBULANCE VICTORIA by:**

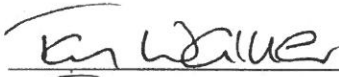
Signature of the Authorised Person:

Name in Full:

Address:

Position:

On this date:

  
TONY WALKER  
375 Manningham Rd Doncaster  
Chief Executive Officer  
7/8/20

**In the presence of this Witness:**


Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

  
MICHAEL STEPHENSON  
Executive Director AV  
375 Manningham Rd Doncaster  
07/08/20

**SIGNED on behalf of the Association of  
Professional Engineers, Scientists and  
Managers Australia (APESMA) t/a  
Professionals Australia by:**

Signature of the Authorised Person:

Name in Full:

Address:

Position:

On this date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the presence of this Witness:**

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART 8 – SIGNATORIES

### 65 SIGNATORIES

Executed as an Agreement.

**SIGNED on behalf and with the authority  
of AMBULANCE VICTORIA by:**

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

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

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

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

On this date: \_\_\_\_\_

**In the presence of this Witness:**

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

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

Occupation: \_\_\_\_\_

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

On this date: \_\_\_\_\_

**SIGNED on behalf of the Association of  
Professional Engineers, Scientists and  
Managers Australia (APESMA) t/a  
Professionals Australia by:**

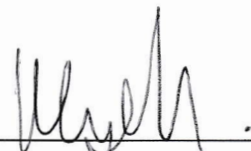
Signature of the Authorised Person: \_\_\_\_\_

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

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

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

On this date: \_\_\_\_\_

  
WESLEY HAYES  
25 Nolan St Niddrie  
DIRECTOR  
7/8/20

**In the presence of this Witness:**


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

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

Occupation: \_\_\_\_\_

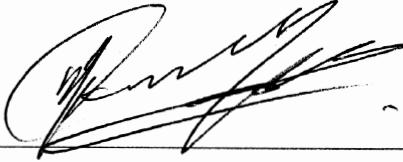
Address: \_\_\_\_\_

On this date: \_\_\_\_\_

  
LAURENCE CARTER  
RETIRED  
28 NOLAN ST, NIDDRIE  
7/8/20

**SIGNED on behalf of the Ambulance  
Managers and Professionals  
Association (AMPA) by:**

Signature of the Authorised Person:



Name in Full:

ROBERT JAMES HAMPSON

Address:

375 MANNINGHAM RD DONCASTER 3108

Position:

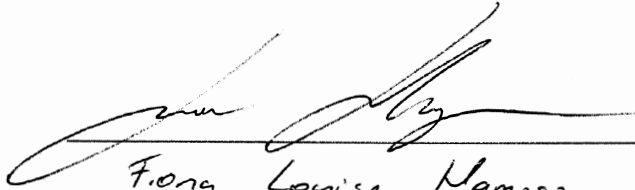
PRESIDENT AMPA.

On this date:

7 AUGUST 2020

**In the presence of this Witness:**

Signature of Witness:



Name in Full:

Fiona Louise Hampson

Occupation:

Paralegal

Address:

3/69 the terrace, Ocean Grove 3226

On this date:

7<sup>th</sup> August 2020

**SIGNED on behalf of the Independent  
Bargaining Agent (IBA) by:**

Signature of the Authorised Person:

Name in Full:

Address:

Position:

On this date:

**In the presence of this Witness:**

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:



SIGNED on behalf and with the  
authority of United Workers Union  
(Ambulance Employees Australia  
Victoria) by:


Signature of the Authorised Person:

Name in Full:

Address:

Position:

On this date:

  
BRETT ADIE  
117-131 CAPEL ST, NORTH MELBOURNE  
SECRETARY - AEAV  
8/8/20.

In the presence of this Witness:


Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

  
MAX RESIC  
INDUSTRIAL OFFICER  
117-131 CAPEL ST, NORTH MELBOURNE  
8/8/2020

**SIGNED on behalf and with the authority  
of United Workers Union (Ambulance  
Employees Australia Victoria) by:**

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

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

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

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

On this date: \_\_\_\_\_

**In the presence of this Witness:**

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

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

Occupation: \_\_\_\_\_

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

On this date: \_\_\_\_\_

**SIGNED on behalf and with the authority  
of Victorian Ambulance Union (VAU) by:**

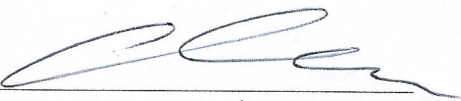
Signature of the Authorised Person: \_\_\_\_\_

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

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

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

On this date: \_\_\_\_\_

  
DANNY HILL  
51 Stanley Street West Melbourne  
Secretary  
7 August 2020

**In the presence of this Witness:**

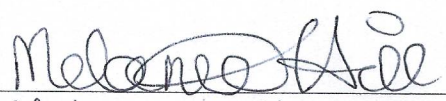
Signature of Witness: \_\_\_\_\_

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

Occupation: \_\_\_\_\_

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

On this date: \_\_\_\_\_

  
Melanie Hill  
Teacher  
51 Stanley Street West Melbourne  
7 August 2020



**SIGNED on behalf of the Ambulance  
Managers and Professionals  
Association (AMPA) by:**

Signature of the Authorised Person:

Name in Full:

Address:

Position:

On this date:

**In the presence of this Witness:**

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

**SIGNED on behalf of the Independent  
Bargaining Agent (IBA) by:**


Signature of the Authorised Person:

Name in Full:

Address:

Position:

On this date:

  
Benedict James Piper  
Lvl 4, 4-12 Wesley Court, Burwood  
I.B.A.  
7/8/2020

**In the presence of this Witness:**

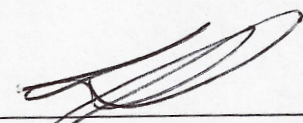
Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

  
Laura PIPER  
Constable of police C/45154  
211 Bank St South Melbourne  
07/08/2020

## SCHEDULE A – SALARY SCHEDULE

Salary Ranges Effective First Full Pay Period on or after 6 June 2020

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
	Minimum	Competent
700	163,935	192,866
699	163,757	192,654
698	163,578	192,443
697	163,397	192,233
696	163,218	192,020
695	163,040	191,810
694	162,857	191,597
693	162,678	191,385
692	162,499	191,175
691	162,321	190,965
690	162,141	190,751
689	161,958	190,540
688	161,781	190,329
687	161,598	190,119
686	161,420	189,906
685	161,242	189,695
684	161,062	189,481
683	160,882	189,273
682	160,702	189,061
681	160,522	188,849
680	160,342	188,636
679	160,162	188,426
678	159,983	188,215

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
677	159,804	188,003
676	159,624	187,793
675	159,445	187,582
674	159,263	187,371
673	159,082	187,158
672	158,904	186,947
671	158,725	186,734
670	158,545	186,524
669	158,367	186,312
668	158,184	186,102
667	158,006	185,890
666	157,825	185,678
665	157,646	185,466
664	157,469	185,256
663	157,288	185,045
662	157,108	184,833
661	156,929	184,621
660	156,748	184,413
659	156,567	184,198
658	156,388	183,986
657	156,209	183,774
656	156,030	183,564
655	155,850	183,352
654	155,669	183,142
653	155,490	182,930
652	155,309	182,718
651	155,130	182,505
650	154,952	182,297

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
649	154,772	182,085
648	154,594	181,874
647	154,411	181,661
646	154,232	181,451
645	154,052	181,238
644	153,872	181,028
643	153,694	180,815
642	153,514	180,603
641	153,332	180,394
640	153,153	180,181
639	152,974	179,968
638	152,794	179,756
637	152,616	179,547
636	152,436	179,337
635	152,256	179,124
634	152,076	178,915
633	151,896	178,701
632	151,717	178,490
631	151,536	178,279
630	151,358	178,068
629	151,178	177,855
628	150,997	177,644
627	150,816	177,432
626	150,638	177,221
625	150,458	177,009
624	150,277	176,798
623	150,100	176,586
622	149,920	176,377

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
621	149,741	176,166
620	149,559	175,953
619	149,379	175,740
618	149,201	175,531
617	149,021	175,319
616	148,843	175,108
615	148,662	174,897
614	148,480	174,684
613	148,301	174,471
612	148,122	174,261
611	147,942	174,049
610	147,762	173,838
609	147,584	173,627
608	147,403	173,417
607	147,224	173,204
606	147,043	172,992
605	146,865	172,781
604	146,685	172,571
603	146,504	172,359
602	146,327	172,149
601	146,147	171,935
600	145,964	171,723
599	145,785	171,514
598	145,605	171,301
597	145,426	171,089
596	145,246	170,879
595	145,068	170,668
594	144,888	170,456

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
593	144,706	170,243
592	144,527	170,034
591	144,349	169,821
590	144,169	169,611
589	143,986	169,401
588	143,810	169,188
587	143,630	168,976
586	143,450	168,763
585	143,268	168,553
584	143,091	168,342
583	142,911	168,130
582	142,729	167,919
581	142,551	167,705
580	142,374	167,494
579	142,192	167,284
578	142,011	167,072
577	141,833	166,861
576	141,653	166,652
575	141,473	166,438
574	141,291	166,222
573	145,200	165,943
572	144,954	165,662
571	144,707	165,382
570	144,462	165,101
569	144,216	164,820
568	143,973	164,539
567	143,726	164,257
566	143,483	163,976



Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
565	143,237	163,698
564	142,989	163,417
563	142,745	163,136
562	142,499	162,854
561	142,252	162,574
560	142,007	162,292
559	141,761	162,015
558	141,517	161,734
557	141,272	161,455
556	141,025	161,172
555	140,780	160,888
554	140,536	160,611
553	140,289	160,329
552	140,043	160,050
551	139,797	159,767
550	139,550	159,490
549	139,308	159,206
548	139,061	158,926
547	138,815	158,645
546	138,569	158,367
545	138,324	158,084
544	138,080	157,803
543	137,834	157,524
542	137,587	157,245
541	137,344	156,960
540	137,096	156,682
539	136,849	156,403
538	136,605	156,119

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
537	136,358	155,841
536	136,115	155,560
535	135,868	155,279
534	135,622	154,996
533	135,378	154,719
532	135,133	154,436
531	134,885	154,158
530	134,642	153,876
529	134,395	153,594
528	134,148	153,313
527	133,904	153,033
526	133,658	152,753
525	133,413	152,472
524	133,169	152,191
523	132,921	151,911
522	132,677	151,630
521	132,429	151,349
520	132,186	151,071
519	131,942	150,789
518	131,696	150,506
517	131,450	150,227
516	131,203	149,949
515	130,958	149,666
514	130,712	149,386
513	130,467	149,105
512	130,220	148,824
511	129,978	148,544
510	129,730	148,265

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
509	129,484	147,982
508	129,240	147,703
507	128,992	147,420
506	128,749	147,140
505	128,503	146,860
504	128,256	146,579
503	128,011	146,299
502	127,765	146,018
501	127,521	145,736
500	127,275	145,457
499	127,029	145,176
498	126,781	144,896
497	126,540	144,615
496	126,292	144,335
495	126,048	144,054
494	125,803	143,773
493	125,556	143,494
492	125,310	143,211
491	125,063	142,932
490	124,818	142,648
489	124,573	142,371
488	124,327	142,089
487	124,080	141,809
486	123,838	141,526
485	123,591	141,248
484	123,347	140,967
483	123,101	140,686
482	122,854	140,406

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
481	122,609	140,124
480	122,362	139,844
479	122,117	139,565
478	121,872	139,284
477	121,626	139,003
476	121,384	138,721
475	121,138	138,440
474	120,890	138,162
473	120,644	137,881
472	120,401	137,601
471	120,154	137,318
470	119,909	137,037
469	119,661	136,756
468	119,419	136,478
467	119,173	136,195
466	118,926	135,916
465	118,681	135,636
464	118,433	135,352
463	118,190	135,075
462	117,944	134,794
461	117,699	134,513
460	117,452	134,231
459	117,209	133,952
458	116,959	133,672
457	116,716	133,389
456	116,470	133,109
455	116,224	132,828
454	115,980	132,549

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
453	115,734	132,265
452	115,488	131,988
451	115,244	131,707
450	114,997	131,424
449	114,751	131,144
448	114,508	130,864
447	114,263	130,585
446	114,014	130,304
445	113,771	130,023
444	113,523	129,741
443	113,282	129,461
442	113,033	129,181
441	112,788	128,900
440	112,542	128,620
439	112,296	128,339
438	112,052	128,057
437	111,806	127,776
436	111,561	127,498
435	111,312	127,218
434	111,069	126,936
433	110,822	126,653
432	110,579	126,374
431	110,331	126,095
430	110,085	125,813
429	109,843	125,531
428	109,596	125,254
427	109,350	124,969
426	109,103	124,691

<b>Work Value Points</b>	<b>Effective from the first full pay period to commence on or after 6 June 2020</b>	
425	108,860	124,410
424	108,615	124,132
423	108,367	123,848
422	108,121	123,567
421	107,877	123,288
420	107,632	123,007
419	107,385	122,726
418	107,141	122,444
417	106,893	122,166
416	106,650	121,883
415	106,403	121,604
414	106,158	121,323
413	105,914	121,043
412	105,666	120,761
411	105,420	120,482
410	105,175	120,201
409	104,929	119,921
408	104,683	119,638
407	104,440	119,358
406	104,192	119,078
405	103,949	118,799
404	103,702	118,517
403	103,457	118,237
402	103,211	117,956
401	102,964	117,673
400	102,718	117,394
399	102,475	117,114
398	102,228	116,835

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
397	101,982	116,553
396	101,740	116,270
395	101,493	115,990
394	101,246	115,712
393	101,000	115,430
392	100,754	115,150
391	100,513	114,869
390	100,264	114,587
389	100,019	114,307
388	99,773	114,027
387	99,525	113,747
386	99,281	113,466
385	99,035	113,185
384	98,791	112,904
383	98,545	112,624
382	98,300	112,344
381	98,055	112,061
380	97,812	111,782
379	97,563	111,503
378	97,320	111,222
377	97,075	110,940
376	96,826	110,659
375	96,580	110,378
374	96,337	110,118
373	98,897	109,887
372	98,692	109,657
371	98,483	109,428
370	98,276	109,196

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
369	98,067	108,967
368	97,861	108,736
367	97,655	108,505
366	97,447	108,274
365	97,241	108,044
364	97,033	107,813
363	96,824	107,582
362	96,619	107,352
361	96,410	107,122
360	96,203	106,891
359	95,995	106,659
358	95,787	106,430
357	95,581	106,202
356	95,372	105,971
355	95,166	105,741
354	94,958	105,509
353	94,749	105,280
352	94,543	105,047
351	94,335	104,816
350	94,129	104,586
349	93,920	104,356
348	93,714	104,127
347	93,506	103,895
346	93,298	103,665
345	93,093	103,434
344	92,883	103,205
343	92,674	102,975
342	92,469	102,743



Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
341	92,260	102,513
340	92,055	102,282
339	91,848	102,054
338	91,641	101,822
337	91,433	101,591
336	91,226	101,359
335	91,019	101,131
334	90,812	100,902
333	90,606	100,670
332	90,396	100,440
331	90,189	100,209
330	89,982	99,981
329	89,774	99,748
328	89,567	99,517
327	89,358	99,286
326	89,150	99,058
325	88,943	98,828
324	88,735	98,596
323	88,531	98,366
322	88,322	98,137
321	88,115	97,905
320	87,907	97,675
319	87,698	97,445
318	87,492	97,212
317	87,285	96,982
316	87,079	96,752
315	86,869	96,520
314	86,663	96,292

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
313	86,456	96,061
312	86,249	95,830
311	86,042	95,602
310	85,835	95,370
309	85,626	95,140
308	85,417	94,910
307	85,209	94,680
306	85,005	94,447
305	84,796	94,215
304	84,588	93,987
303	84,381	93,757
302	84,172	93,526
301	83,965	93,294
300	83,760	93,065
299	83,552	92,834
298	83,344	92,605
297	83,137	92,375
296	82,929	92,143
295	82,721	91,915
294	82,514	91,683
293	82,309	91,453
292	82,097	91,220
291	81,890	90,990
290	81,684	90,762
289	81,479	90,530
288	81,269	90,301
287	81,066	90,069
286	80,857	89,840

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
285	80,647	89,610
284	80,442	89,380
283	80,234	89,147
282	80,026	88,919
281	79,819	88,688
280	79,612	88,457
279	79,404	88,228
278	79,196	87,997
277	78,991	87,767
276	78,784	87,538
275	78,574	87,304
274	78,367	87,075
273	78,160	86,843
272	77,952	86,614
271	77,744	86,383
270	77,537	86,152
269	77,330	85,922
268	77,120	85,691
267	76,916	85,462
266	76,709	85,232
265	76,502	85,001
264	76,293	84,772
263	76,086	84,540
262	75,880	84,309
261	75,672	84,080
260	75,464	83,849
259	75,257	83,616
258	75,046	83,387

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
257	74,841	83,154
256	74,633	82,927
255	74,441	82,712
254	74,245	82,493
253	74,050	82,277
252	73,855	82,062
251	73,660	81,842
250	73,467	81,628
249	73,268	81,412
248	73,075	81,194
247	72,879	80,981
246	72,685	80,762
245	72,490	80,547
244	72,294	80,329
243	72,102	80,110
242	71,904	79,896
241	71,711	79,678
240	71,514	79,461
239	71,323	79,243
238	71,127	79,029
237	70,930	78,812
236	70,736	78,596
235	70,539	78,377
234	70,346	78,162
233	70,151	77,944
232	69,954	77,731
231	69,763	77,512
230	69,567	77,296

<b>Work Value Points</b>	<b>Effective from the first full pay period to commence on or after 6 June 2020</b>	
229	69,372	77,079
228	69,177	76,865
227	68,984	76,645
226	68,787	76,431
225	68,591	76,213
224	68,395	75,997
223	68,204	75,780
222	68,008	75,563
221	67,812	75,347
220	67,615	75,128
219	67,422	74,913
218	67,225	74,698
217	67,032	74,482
216	66,837	74,263
215	66,641	74,048
214	66,449	73,830
213	66,252	73,616
212	66,057	73,396
211	65,862	73,181
210	65,668	72,964
209	65,472	72,746
208	65,279	72,531
207	65,082	72,317
206	64,891	72,097
205	64,694	71,883
204	64,498	71,664
203	64,303	71,450
202	64,108	71,231

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
201	63,914	71,013
200	63,718	70,798
199	63,526	70,580
198	63,330	70,363
197	63,134	70,149
196	62,938	69,931
195	62,744	69,715
194	62,550	69,497
193	62,353	69,282
192	62,160	69,067
191	61,961	68,849
190	61,769	68,632
189	61,575	68,416
188	61,378	68,201
187	61,185	67,984
186	60,990	67,767
185	60,795	67,551
184	60,599	67,334
183	60,406	67,117
182	60,210	66,901
181	60,015	66,682
180	59,820	66,466
179	59,624	66,248
178	59,431	66,033
177	59,237	65,818
176	59,039	65,601
175	58,847	65,383
174	58,649	65,166

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
173	58,456	64,951
172	58,261	64,735
171	58,066	64,517
170	57,871	64,300
169	57,676	64,083
168	57,481	63,868
167	57,283	63,651
166	57,091	63,434
165	56,896	63,219
164	56,701	63,003
163	56,505	62,785
162	56,311	62,570
161	56,117	62,350
160	55,923	62,135
159	55,725	61,916
158	55,533	61,701
157	55,336	61,485
156	55,142	61,269
155	54,946	61,051
154	54,752	60,836
153	54,558	60,618
152	54,361	60,404
151	54,167	60,186
150	53,973	59,970
149	53,778	59,753
148	53,582	59,536
147	53,388	59,321
146	53,193	59,105

Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
145	52,997	58,887
144	52,804	58,671
143	52,607	58,454
142	52,414	58,237
141	52,218	58,021
140	52,023	57,802
139	51,827	57,586
138	51,635	57,368
137	51,438	57,155
136	51,244	56,938
135	51,048	56,721
134	50,852	56,503
133	50,661	56,288
132	50,462	56,071
131	50,270	55,855
130	50,072	55,637
129	49,880	55,420
128	49,684	55,203
127	49,488	54,988
126	49,295	54,771
125	49,100	54,557
124	48,905	54,337
123	48,708	54,124
122	48,515	53,906
121	48,320	53,687
120	48,124	53,471
119	47,930	53,255
118	47,734	53,040



Work Value Points	Effective from the first full pay period to commence on or after 6 June 2020	
117	47,541	52,823
116	47,343	52,606
115	47,148	52,391
114	46,950	52,172
113	46,756	51,956
112	46,560	51,742
111	46,365	51,525
110	46,169	51,309
109	45,974	51,091
108	45,778	50,875
107	45,584	50,661
106	45,389	50,442
105	45,191	50,227
104	44,999	50,011
103	44,802	49,793
102	44,609	49,579
101	44,410	49,360
100	44,217	49,146
99	44,020	48,930
98	43,827	48,712
97	43,629	48,496
96	43,436	48,280
95	43,239	48,063

## SCHEDULE B – OPERATIONAL CLASSIFICATION STRUCTURE

1. The following positions/classifications and wage rates apply to Operational Staff Members, as defined by the Ambulance Victoria Act 1986, section 3(1) and as at 1 July 2015.
2. An employee employed in one of the positions/classifications in Schedule B must at all times maintain their authority to practice in accordance with AV guidelines. AV will facilitate these employees maintaining their authority to practice.

### REVIEW OF AGREEMENT COVERAGE OF OPERATIONAL CLASSIFICATIONS

1. During the life of the Agreement, the parties agree to commence discussions for the purposes of reviewing the appropriate agreement coverage of Operational Classifications currently covered by this Agreement. It is the intention of the parties that any agreed changes will be implemented after the expiry date of this Agreement.

### OPERATIONAL CLASSIFICATIONS WHICH HAVE THE COMMUTED AVAILABILITY ALLOWANCE (CLAUSE 46) INCORPORATED INTO THE SALARY

1. The level 1 CAA payment set out in 46.3 was incorporated into the annual salary of the following classifications from 6 February 2017:
  - a. Clinical Manager
  - b. Communications Centre Manager
  - c. Manager Community & Responder Programs
  - d. Manager Quality Review
  - e. Manager Clinical Effectiveness
2. The level 2 CAA was incorporated into the following operational classifications from 6 February 2017:
  - a. Director Emergency Management
  - b. EMU Capability Enhancement Coordinator
  - c. EMU Regional Engagement Coordinator
  - d. EMU State Events Coordinator
  - e. Group Manager
  - f. Manager Air Operations
  - g. Manager Emergency Management

### Operational Classifications Salary Ranges Effective First Pay Period on or after 6 June 2020

Classification	Effective from the first full pay period to commence on or after 6 June 2020	
	Minimum	Competent
Clinical Practice Development Officer	\$87,873	\$97,637
Clinical Practice Development Specialist	\$107,832	\$123,237
Clinical Ed Curriculum Dev Manager	\$126,443	\$144,507
Clinical Manager	N/A	\$180,763
Clinical Review Specialist	\$121,877	\$135,418
Communications Centre Manager	N/A	\$184,483
Director Emergency Management	\$189,768	\$223,257
EMU Capability Enhancement Coordinator	\$134,303	\$153,490
EMU Regional Engagement Coordinator	\$131,944	\$150,794

EMU State Events Coordinator	\$134,303	\$153,490
Group Manager	N/A	\$195,635
Manager Air Operations	N/A	\$196,286
Manager Community & Responder Programs	\$161,867	\$190,432
Manager Emergency Co-Responder Programs	\$131,424	\$150,199
Manager Emergency Management	\$163,665	\$187,046
Manager Operational Quality & Improvement	\$158,522	\$186,497
Manager Quality Review	\$119,757	\$136,865
VACIS Tester Trainer	\$95,845	\$106,493
Manager Clinical Effectiveness	\$127,360	\$145,554
Operations Manager – Emergency Ops	\$181,846	\$213,937

## **SCHEDULE C – CLASSIFICATION STRUCTURE**

### **0-159 WORK VALUE POINTS**

#### **Description**

Positions at this level are duty oriented and non-supervisory requiring basic clerical skills.

#### **Experience, Judgement & Accountability**

The knowledge required at this level can be achieved through Year 10 educational standards plus work related tuition to enable the completion of standard duties under direction. There is also a requirement to be able to follow instructions and provide clear information in relation to the duties undertaken.

Duties are understood through precedent, tuition, supervisory instruction or procedural manuals that provide little latitude in varying the degree of initiative on how the work needs to be completed.

After a period of time and some training, positions would be expected to provide a standard level of service or information that reflects departmental guidelines. There is no requirement for positions to assess the nature of the service of information provided.

#### **Typical duties**

- Prepare basic information for data input and transcription ;
- Prepare layouts and formats for document presentation;
- File information in accordance with prescribed criteria.

### **Benchmark Descriptors for Positions in the 0 - 159 points range**

#### **Administration**

Undertake clerical duties for a work unit involving the preparation of routine statistical returns. Organise office supplies and undertake basic word processing duties.

#### **Supply**

Perform stores role, involving stock counts, responding to requisitions, records adjustment, receipt of stores, and bin replenishment

## **160-194 WORK VALUE POINTS**

### **Description**

Positions at this level are regarded as base grade administrators or operators within a defined activity.

### **Experience, Judgement & Accountability**

These positions require knowledge associated with several years' experience or technical training. They require performance of related tasks within a defined area of activity that has clearly defined objectives. This level encompasses a range or combination of operational, administrative and perhaps supervisory activities that requires the application of skills and experience in office work and a general knowledge of the work to be performed.

There are established procedures for performing tasks. Positions are well defined, with standardised procedures although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.

The positions' progress is closely monitored against standards, targets or budgets though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions that determine the work program and the standards to be achieved. Staff at this level may have input into, or undertake tasks associated with improvements to office systems or operations.

### **Typical duties**

- Prepare statistical reports and summaries and monitor and check accuracy of reports
- Monitor daily billings and collections by cashiers and banking;
- Process standard claim forms, ensuring that procedural requirements are met;
- Familiarise and train new employees in basic clerical or administrative functions;
- Process documentation associated with salary variations;
- Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;
- Undertake enquiries related to work area; for example the availability of ordered stock; the best available price for ordered items; overdue accounts;
- Maintain accurate and effective filing systems;
- Routine contact with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and Workcover Claims Administration Agents regarding payment of accounts;
- Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

## **Benchmark Descriptors for positions in the 160 - 194 points range**

### **Ad ministration**

Administrative Assistant responsible for performing a range of secretarial functions including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions, dealing with members of the public/customers to ensure the smooth running of the office.

### **Finance**

Position responsible for the preparation of standard statistical reports and returns, preparing information for the general ledger to ensure that complete and accurate records are supplied.

### **Human Resources**

Undertake administrative tasks associated with the recruitment of staff, including preparation of letters of appointment and maintaining a register of appointments, provide administrative and secretarial support to the Personnel Manager.

### **Payroll**

Calculate pay entitlements for leave, increments, higher duty allowance, and overtime in straightforward cases.

### **Information Systems and Technology**

PC Support Officer requiring post-secondary vocational training. Typical activities include PC installation, printer set up and cabling, initial hardware/software/user fault diagnosis, equipment inventories and records management, and providing users with information on hardware software capacity.

## **195 - 239 WORK VALUE POINTS**

### **Description**

Positions at this level are regarded as first line supervisory positions coordinating a small work group or in a large department, a shift or experienced operators within a specific activity or non-professional entry level specialist role within a particular technical or professional department or section.

### **Experience, Judgement & Accountability**

These positions require technical/administrative training with several years' experience or equivalent work experience. They require supervisory or technical leadership within one or two activities that has well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.

Positions are well defined and procedures established and standardised, however, there is a range of varied techniques and methods available to perform work. Selection of the most suitable courses of action is aided by rules, guides, procedures or precedent however, the position may require the need to exercise discretion, confidentiality and diplomacy.

Although the positions' work progress is closely monitored against standards, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management while technical or specialists positions are one of the number of sources which analyse and provide advice or a specialised service.

### **Typical duties**

- Supervise the activities of a small group of staff within a specified function (e.g. clerical staff within a section of a patients' accounts office, or a section of a payroll unit);
- Liaise with immediate supervisor and middle management level positions to seek and provide information;
- Establish and maintain appropriate work patterns and procedures for the function supervised;
- Administer the function to ensure relevant current legislation is understood and adhered to;
- Prepare accounts and reports for use by middle management and executive staff;
- Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, Workcover) with regard to problem accounts and compensable claims;
- Negotiate with patients to obtain information and discuss problems in paying accounts and arrange payment procedures;
- Negotiate with suppliers for the purchase and delivery of agency's supplies;
- Train and instruct staff in courses or programs on specific subject matters.

## **Benchmark Descriptors for Positions in the 195 - 239 points range**

### **Payroll**

Responsible for a specific function in a .pay section in a large or major agency reporting to a more senior officer.

### **Supply**

Responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within departmental guidelines.

### **Administration**

Provide administrative and secretarial assistance to a senior executive in a major agency, including organising meetings and drafting correspondence, and screen people wishing to contact the senior executive and refer them to the relevant area as appropriate.

### **Information Systems and Technology**

Under the direction of an Information Systems professional, undertakes systems work such as programming, program maintenance and operations support (archival, back-up, help-desk). Responsible for facilities administration including the monitoring of PC and peripheral equipment performance, fault finding and rectification, education of users on operational procedures, scheduling maintenance activities, and access to computer resources. Advice provided on the acquisition of hardware enhancements and PC software that has application for particular users.

### **Education/Training**

Develop and deliver first aid training programs to internal and external clients.

### **Research**

Base level research positions providing assistance in and coordinating various research initiatives.



## **240 - 279 WORK VALUE POINTS**

### **Description**

Positions at this level include senior non-professional supervisory positions overseeing a small to medium workforce or administrator responsible for a specified activity across the agency or a specialist role within a technical or professional department.

### **Experience, Judgement & Accountability**

Positions require proficiency in the use of established technical or administrative processes, plus a number of years' experience in the field or a recently qualified tertiary graduate. They require supervisory or technical leadership for a distinct activity that needs to be coordinated with other activities. Good persuasive skills are required to actively ensure successful operation of the work group, for communication of technical or administrative information.

The broad parameters of the position are clearly defined although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.

Supervisory positions of a non-professional nature independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

### **Typical duties**

- In accordance with established protocols, assist with the recruitment and selection of non-professional positions;
- Coordinate and prepare accounting, payroll or statistical records and submit consolidated reports;
- Under general direction implement controls and systems to ensure resources are fully utilised and procedural protocols adhered to;
- Develop and present departmental/section training programs on work procedures;
- Liaise with organisation staff up to department head to obtain and present information;
- Allocate and control staff and resources to ensure tasks of the work area are carried out efficiently and effectively;
- Monitor safe work practices and security standards to maintain a safe and secure environment;
- Assist staff with problems, and recommend action to be taken.

## **Benchmark Descriptors for Positions in the 240 - 279 points range**

### **Finance**

Supervise and control the patients accounts area in medium to large or large regional agency, assign and check work of staff, prepare patient accounts, maintain debtor control records, and patient statistics.

### **Human Resources**

An entry level graduate practitioner position assisting an experienced or more senior professional with the recruitment of a broad range of general and professional staff.

### **Payroll**

Within a regional agency, is responsible for the processing of all payments of wages and salaries, maintaining personnel records, and assisting departmental/divisional heads with award interpretations and payroll enquiries

### **Support Services**

Responsible for coordinating the Property activity, encompassing liaison with external service providers and scheduling of works required to maintain AV's facilities.

### **Administration**

Manage the affairs of an office, a group of executives and various committees plus undertake investigations and analysis of organisational issues that require the preparation of position papers. Activities include compilation and follow up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems.

### **Commercial**

Interpret, monitor and report on the conformance of external providers to contract specifications.

### **Information Technology**

Write, test and maintain computer programs according to system or application specifications.

## **280-379 WORK VALUE POINTS**

### **Description**

Positions at this level require experienced professionals/practitioners in control of a medium workforce or administering a function, or an experienced specialist role within a particular technical field.

### **Experience, Judgement & Accountability**

Positions require proficiency in the use of established technical or administrative processes plus a number of years of experience in the field or to be a tertiary graduate with a number of years' experience in the field. They require understanding and/or leadership across a number of distinct activities that need coordination, or for an individual activity that needs co-ordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.

The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.

Positions at this level are accountable for scheduling and implementing programs within their section or department within defined policy guidelines and budgets. Specialist technical positions provide authoritative advice to peers and more senior positions.

Position Incumbents are accountable for actions taken within delegated guidelines.

### **Typical duties**

- Provide advice on techniques & procedures for infection control & safety matters
- Develop rosters for operational services, or departments;
- Coordinate the production and administration of rosters, equipment maintenance, vehicles and labour;
- Direct and control the salary administration program in accordance with operating guidelines and award conditions to ensure accurate and timely payments of salary, allowances and entitlements;
- Prepare reports for senior staff, within a section or department, on service delivery development and undertake special projects;
- Provide advice on media techniques and procedures to operational employees
- Reporting to a section head in a Finance or Human Resources Department review and adjust the staff establishment profile maintaining the integrity of internal or external computer system records;
- Oversee & contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- Collaborate with Department Heads, Medical Officers, injured employees, unions and rehabilitation providers to facilitate the implementation of rehabilitation programs;
- Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements;
- In conjunction with a more senior practitioner, prepare and interpret financial budgets, annual returns and comparative monthly statements.

## **Benchmark Descriptors for Positions in the 280 - 379 points range**

### **Finance**

Responsible for the preparation of monthly financial performance figures so that targets can be measured. Maintenance of updated budget and provision of advice to a major division (e.g. operations), in a major agency on activity levels, castings and budget strategy and policy, as an experienced and qualified accountant supervising staff and reporting to a more senior accountant.

### **Human Resources**

- As an experienced personnel practitioner recruit a broad range of staff in a large or major organisation; or
- In a large organisation administer the WorkCover/Rehabilitation function ; or
- Provide award interpretation & advice to other employees and managers.

### **Payroll**

Manage a pay office in a medium to large organisation in accordance with operating guidelines and award prescription.

### **Administration**

Officer in an agency, responsible for supervision and education of several staff to ensure the smooth running of the ambulance services, including general administrative functions, FOI requests, and providing executive support.

### **Information systems and technology**

Systems Analyst and Team Leader responsible for the quality of the work undertaken by others and the level of service to a range of others and the level of service to a range of departments. Typically, a technical specialist in a group of mainframe applications, PC system/network, or major process control. Liaison with software suppliers on major enhancements is a regular feature at this level.

### **Supply**

Plans directs and controls purchasing, receipt storage & distribution of supplies in a medium agency. The role involves ensuring products and equipment are purchased at the most favourable price consistent with quality requirements, efficient lay-out of stores and maintenance of stock at economic levels.

### **Ambulance operations**

Responsible for the preparation of monthly performance figures so that targets can be measured. Undertake project work in relation to operational activity.

## **380 - 469 WORK VALUE POINTS**

### **Description**

Positions at this level are managers of a function or department within a division or health care services unit in a medium sized agency or senior managers responsible for a significant operational area within a department of a large agency, or professionals/specialists who are generally responsible for a significant organisational program or activity in a large agency.

### **Experience, Judgement & Accountability**

A high degree of proficiency in the use of technical or administration processes plus extensive experience in the field spanning seven to ten years would be typical at this level. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.

Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.

Considerable latitude is provided to line managers in the design of work programs, in dependent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, Department of Human Services guidelines and professional standards. These positions are held accountable for projects or line functions, which involve a major requirement to make things happen, consistent with the established standards.

### **Typical duties**

- Plan operating budgets and resource requirements to accommodate expanded facilities and services;
- Investigate the supply needs of the organisation leading to development of purchasing/ inventory control programs;
- Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- Under direction, manage and oversee consultative mechanisms and advise management on developing industrial and employee-related issues;
- Represent AV at Industrial relations tribunals & in labour negotiations in a large agency or assist a more senior officer with these activities in a major agency;
- Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- Determine the performance of organisational units in the agency in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and organisational objectives.

## **Benchmark Descriptors for Positions in the 380 - 469 points range**

### **Administration/Special Projects**

Undertake major projects that have agency-wide impact. Can include development, formulation and recommendation of effective methods, systems programs or procedures on issues investigated, and researched; coordinate and direct the preparation and compilation of the agency's annual report in accordance with statutory requirements.

### **Finance**

An experienced accountant, specialising in a sub-discipline, responsible for such operations in a large organisation.

### **Human Resources**

A specialist/professional with organisational wide responsibilities in medium sized organisation or reporting to a staff relations manager or staff development manager or equivalent section head in a major agency

### **Supply**

Plans, directs and control the purchasing, warehousing and distribution of supplies in a large agency. The role involves recommending policies & developing systems & procedures for the department, which are implemented through subordinate supervisors.

Ensures significant pricing benefits are obtained through bulk purchasing arrangements with other large agencies

### **Information Systems and Technology**

Project Leader with a specialist knowledge base, comprehensive knowledge of the total operations of the organisation, determines design & programming standards, deals with wide range of departments, allocates work to a number of team projects & recommends enhancements on hardware/facilities.

Specialist Senior Systems Analyst with a minimum of seven to ten years' experience in a large installation with a highly developed level of expertise in operating systems, networks and databases. Activities include capacity planning, performance management, resolution of technical problems with suppliers and advising field personnel on likely solutions.

### **Ambulance operations**

Manager for an operational area. The major focus of this position is in the management of staff skills, staff coverage, the ready state of equipment, emergency incident management as required, determining priorities and schedules across branches/stations and response times.

## **470 - 574 WORK VALUE POINTS**

### **Description**

Positions at this level are department line managers in major agencies or expert managers of complex/advanced functions with agency wide application or junior executives/senior managers of small Institutions that provide a range of services/varied functions.

### **Experience, Judgement & Accountability**

At this level, positions require specialised knowledge resulting from ten to twelve years of experience in the profession or general discipline.

The work includes providing advice including policy, administrative or professional advice; undertaking tasks relating to management or administration of a program or activity; service delivery or corporate support functions. There may be a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.

Standard systems, methods and procedures are determined by positions at this level for adherence across the organisation. This requires extensive analytical skills in interpreting service needs, general guidelines & the achievability of desired results.

Line management positions are bound by operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions may have a role in the development of business plans, new operating targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects.

Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete section where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

Guidelines, rules, instructions and procedures for use by other staff and interested parties may be developed at this level.

### **Typical duties**

- Prepare economic and demographic forecasts as part ,of an overall planning process to determine the future growth and services of the agency;
- Determine complex questions of law, principle, procedure and interpretation for more senior management;
- Develop financial control systems, budget guidelines & reporting mechanisms so the Executive & Committee of Management have a complete understanding of the financial viability, efficiency & future options for resource management;
- Direct and control a significant service function in a small institution determining staffing, training, supply and expenditure needs for the division;
- Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

## **Benchmark Descriptors for Positions in the 470 - 574 points range Finance**

Finance Manager of a medium agency, or an expert in the Finance Department of a major agency - prepare recommended budgets, justifications and strategies for negotiations and ongoing funding; develop policies for the distribution and allocation of resources to best achieve organisational objectives; develop reporting and monitoring systems to monitor budgetary performance; recommend structures and relationships to enable review and change; or -

Senior Officer responsible for ensuring the agency systems are maintained and structured to allow reliable data to be produced. Ensure the statutory and legislative requirements are followed, and professional standards maintained. Supervise/guide several immediate staff and delegate their duties; ensure internal controls are correct, invest surplus funds, suggest improvements/changes to existing systems, ensure training of staff, maintain asset recording system. Liaise at a senior level with internal/external parties (e.g. agent of Auditor General).

### **Human Resources**

Provides a range of HR services (e.g. Payroll, Industrial Relations, recruitment, training), to a specific client group within a medium-large institution. Reports to a senior practitioner who has policy & strategic focus but allows autonomy in the development of services for the client group. Specialist HR professional (e.g. organisation development, employee relations) for a large institution. Focus of position is in providing excellent service delivery, improving the efficiency and effectiveness of the whole organisation through the adoption of best work practice & utilisation of the work force in an optimum manner.

### **Information Systems and Technology**

Functional manager including operations, development, maintenance and network management. Supervises staff and has budgetary responsibility for acquisition of peripherals, additional computing hardware and supplies. Expert professional project manager engaged on a project of strategic significance and technical complexity that requires organisation, system development & technical knowhow of the highest order.

Ambulance operations In charge of major administrative/management and specialist area (e.g. operations, technical services, training) requiring highly developed technical/operational expertise.

The position is engaged in identifying resource and technical requirements, evaluating current levels performance, the development of plans for the improvement of standards of staff skill and equipment, preparation of budgets and implementing approved programs. Additionally, the position also provides technical advice and assistance in day-to-day operations and major emergencies

## **575 – 699 WORK VALUE POINTS**

### **Description**

Positions at this level are Managers/Directors of a principal function/division of a medium to large agency, or executives of small organisations administered with the assistance of a large agency, or the executive managing a number of smaller organisations annexed to a medium to large regional agency.

### **Experience, Judgement 8r. Accountability**

At this level, the emphasis is the management of the range of service support activities or the management of a principal function/division in a medium to large sized agency, whose activities would embrace the planning, organising, directing and controlling of subordinate staff who in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total ambulance service. Positions would require a specialised knowledge resulting from many years' experience in public sector administration as well as in their field of expertise.

Occupants of positions at this level conceptualise, develop, instigate and implement policies, programs, procedures and strategies affecting the whole organisation. A sound understanding of the health system in respect of the operation of the agency is required for the position to identify innovative and perhaps novel solutions to complex matters affecting the whole of the service delivery.

Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive and/or Government Departmental review. Principal line management positions within a medium to large agency would provide advice and report to executive positions. Executive positions managing small organisations assisted by or annexed to a large agency would be accountable for the management, administration and operation of such agencies, but would seek advice from their professional peers within the larger institution, in addition to assistance provided by the Government Department.



**Typical duties**

- Direct and control a range of services within a small institution covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations;
- Prepare, manage and monitor the institution's budget including the examination of
- resource utilisation & redeployment of resources to areas to meet priority needs;
- Monitor budget and patient throughput targets to ensure that each small associated or annexed agency meets the conditions of its Service Agreement;
- Administer and control the financial management and accounting functions of the agency, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the agency can be best utilised;
- Provide the management of the agency with information and data that will assist in establishing short, medium and long-term goals to ensure that the future planning and direction of the agency is aimed at providing an optimum level of patient and community care.

## **Benchmark Descriptors for Positions in the 575 - 699 points range**

### **Finance**

As the Finance Manager of a medium to large organisation or professional expert in the Finance Department of a major agency, prepare recommended budgets, justifications and strategies for negotiations and ongoing funding, develop policies for the distribution and allocation of resources within the agency to best achieve agency objectives, develop reporting and monitoring systems to monitor budgetary performance, create organisational structures and relationships to enable review and change.

### **Human Resources**

Direct and control a comprehensive human resource function in a large organisation providing strategic advice to the executive including policy and organisational development, Industrial relations, salary administration, Workcover administration and occupational rehabilitation, management and supervisory training and development, staff counselling and the selection, recruitment and termination of employees.

### **Administration**

Undertake a range of business development and corporate planning activities including research in the demographic and healthcare needs of the community, economic analysis of alternative service provision, research the financial, legal, administrative, organisational, funding and workforce planning requirements of new service delivery plans, and monitor the performance standards provided by the agency.

### **Information Systems and Technology**

Ensures the planning, implementation and maintenance of data collection and information management systems to meet the requirements for service delivery, agency administration, and executive planning. A key focus is in identifying and advising on future information management strategies that contribute significantly to the quality of the service provided by the agency.

### **Ambulance operations**

The principal role focuses on operational management such as budget preparation and monitoring, response times and service standards, staff coverage and rostering, incident investigation, employee relations and staff communication. In addition the position takes charge in major emergencies and integrates Ambulance Operations into Displan.

## **700 - 849 WORK VALUE POINTS**

### **Description**

Positions at this level operate at the executive level, or are line/function managers in control of a substantial division or facility in a large institution.

### **Experience, Judgement & Accountability**

At this level, the principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff who in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total agency service. Negotiation with external groups on difficult and sensitive service delivery issues would be a regular feature of jobs at this level.

In addition to setting the standards of service across the institution, this position is required to understand community and government needs in relation to service delivery.

This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which services are provided to the community.

Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgement on the effectiveness of outcomes is subject to ongoing review and there is a requirement to report to other executives and the Government Department on major issues. Within this context, the phrase 'the buck stops here' would typically apply to the areas of delegated accountability.

### **Typical duties**

- Develop plans for future expansion of services and facilities to meet emerging service needs and operating efficiency constraints;
- Direct and control subordinate managers in control of technical services, human resources, supply, operations, information services and technology and public relations;

- Represent the institution in meetings with external professional organisations and the Government Department in order to facilitate improved service standards and achievement of budget constraints;
- Authorise statutory and other reports as required by the Government Department in relation to service delivery standards and budget status;
- Administer and control the financial management and accounting and business functions of the agency, providing expert guidance to the executive on the most efficient and effective manner in which the financial resources of the agency can be best utilised,

## **850 – 1024 WORK VALUE POINTS**

### **Description**

Positions at this level are executives managing principal functions in major, multifaceted, multi-campus institutions or the senior line executive of a large regional or metropolitan agency.

### **Experience, Judgement & Accountability**

At this level, a thorough understanding of service administration and industry issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of the provision of services. In addition to the direct management of all administrative support functions, positions at this level are required to directly influence medical, paramedical and nursing service delivery.

Negotiations at this level occur with professional specialists and/or significant community representatives in regard to service delivery, facilities and resource requirements.

Because many of the issues are unusual or considerable interpretation of the major emergency service issues is needed, this position is required to develop proposals to identify the future plans for the institution and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these issues may be provided through the Chief Executive, Directors, Government Department representatives and expert consultants in specialist fields.

The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the institution to new ventures without approval from the key stakeholders and Chief Executive/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and act as spokesperson in public forums.

### **Typical duties**

- Undertake major special projects that substantially reshape the future ambulance service for a major multi-campus institution;
- Direct and control a comprehensive human resource function in a major multifaceted, multi-campus Institution providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and Workcover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of employees;
- Manage the full range of administrative and support functions and services, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness;
- Manage an executive relationship with unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time
- Direct and control all accounting, financial and business functions of a major multi-campus institution as the principal function director reporting to the Executive
- Direct the agency's planning activities and provide leadership and overall guidance in both the administration and operation and advise the Committee of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the service delivery;
- Direct and control all aspects of project management assignments delegated during periods of physical expansion or major redevelopment.

### **Benchmark Descriptors for Positions in the 850 - 1024 points range**

#### **Executive**

As a n executive for a medium sized agency with a primary role in the development of services. Functions reporting to this position include senior specialist managers in finance, human resources, administration, Information systems/technology and operations. A key element of this position is the negotiation of service

agreements, development and overall management of major capital works programs and improving organisational efficiency and cost management

## **1025 - 1249 WORK VALUE POINTS**

### **Description**

Positions at this level are Chief Executives of medium sized agencies or the senior line executives of a major regional or metropolitan agency.

### **Experience, Judgement & Accountability**

At this level, positions require a full understanding of public health care and ambulance issues plus agency administration management. The management role covers all aspects of health/ambulance care provided by a medium agency including funding, standards of medical/nursing paramedical service delivery and long term planning of resources and future services. Negotiations - at this level require skill to persuade Committees of Management, executive representatives of the Government Department and all levels of government representation.

A requirement at this level is to develop short, medium and long term plans to meet the requirements of the local community, match Government Department standards and ensure adequate standards of health care and ambulance service delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable with the key stakeholders.

Broad operating policies are provided from the Committees and/or Government Department along with an understood level of service delivery for the local community.

The allocation and organisation of all resources are determined by positions at this level covering all aspects of the institution's activities. Senior executives who are not chief executives would substantially influence the allocation of resources. All executives at this level are held accountable for the achievement of the delivery and service standards for the agency.

### **Typical duties**

- Develop, negotiate and implement budgets covering all aspects of the agency's activities;
- Set policy and procedures for the effective and efficient running of the agency and delivery of service;
- Control and manage all non-clinical services within a major regional or metropolitan agency, as the senior line executive, providing executive support and relief to the Chief Executive, and financial advice to the Committee of Management;
- Develop and implement policies, programs and procedures for the agency.

## **Benchmark Descriptors for Positions in the 1025- 1249 points range**

### **Chief Executive Officer**

Reporting to the Committee of Management, manage all aspects of the agency's services in a medium organisation.

### **Senior line executive**

Reporting to the Chief Executive Officer as the senior line executive of a major regional or metropolitan agency, responsible for direction and control of finance/administration or general services functions. May deputise for the CEO.

## **SCHEDULE D – SALARY PACKAGING ARRANGEMENTS**

### ***BASIS FOR SALARY PACKAGING***

Employees engaged under this Agreement may make application to AV to have their wages packaged in accordance with the provisions contained in this Appendix and to sign a "Salary Packaging Agreement" prior to that arrangement commencing.

If the legislation relevant to salary packaging changes then the salary packaging arrangements will be altered to reflect the change, effective from the date the legislative or regulatory change takes effect.

It is understood and agreed that in the event that benefits to Employees under these provisions are reduced or removed by changes in legislation or by the Australian Tax Office, the affected Employees and the union will not make any claim on AV or the Victorian Government for compensation for any loss of benefits and AV and the Victorian Government will not be liable to provide any compensation for any salary sacrifice benefits lost by the Employee as a consequence of such change. Where any changes have the effect of increasing the cost to AV of providing salary sacrifice/package to Employees, these costs shall be paid by the participating Employee or he/she may choose to cancel such arrangements by giving notice in writing.

### **1. DECISION TO SALARY PACKAGE**

Each Employee is responsible for making the decision on whether they wish to take up the salary packaging. There are a range of personal and financial circumstances amongst individual Employees that may impact on the benefits to be derived under these provisions.

It is the responsibility of the Employee to obtain independent financial advice in relation to the impact of salary packaging on their income and/or taxation obligations.

### **2. GENERAL TERMS AND CONDITIONS**

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

#### **(a) Administration**

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

#### **(b) Fringe Benefits Tax**

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

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

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

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

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

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

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

(e) Reconciliation of Expenses

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

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

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

(f) Resignation or Termination

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

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

(g) Variations to Packaging

The composition of any salary packaging arrangements will be determined by the Employee with the salary packaging provider annually at the commencement of the salary packaging year.

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

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

(h) Cancellation of Packaging

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

(i) Benefits

Subject to the sub **clause** below, the benefits that may be packaged by Employees may include all items offered by the salary packaging provider. The actual menu of items that shall be offered for salary packaging shall be structured to minimise any administration costs.

AV will not be responsible for any salary packaging arrangements entered into by an Employee that results in adverse financial consequences to that Employee. AV will not directly enter into any lease arrangements under this Agreement.

### 3. CALCULATION OF ENTITLEMENTS

#### (a) Leave

All Leave provisions shall be calculated on the value of the "pre-salary packaged" value and not just the wages alone component.

Wages and benefits will be paid in the same way as if the Employee was at work during any periods of leave such as annual leave, personal leave or other paid absence from work. Resignation entitlements will be calculated on the pre-packaged wages amount applicable at the date of termination.

Employees on approved Leave Without Pay shall not be entitled to the benefits of salary packaging while on such leave.

#### (b) Workers Compensation Payments

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

#### (c) Superannuation.

AV shall continue to contribute to the relevant superannuation scheme at the applicable "pre-salary packaged" wage rate and, in the event of a superannuation claim, shall advise the superannuation scheme that the Employees "earnings" were the pre-salary packaged wages rate applicable to the claim.

Employees contributing to the Emergency Services Superannuation Scheme (ESSS) may, subject to State legislation, salary sacrifice their contribution to ESSS on a pre-tax deduction basis. Employees are urged to seek independent financial and taxation advice on the effect of this contribution type to their benefit value.

The parties agree that Employees may salary sacrifice additional amounts above the statutory capping amount from their wages in order to make voluntary contributions into an approved superannuation fund. Employees need to take into consideration the taxation provisions that apply to such contributions.

It is understood that, for those Employees who contribute to the Emergency Services Superannuation Scheme (ESSS), these further contributions shall be made into the ESS Plan Scheme.





## UNDERTAKING TO THE FAIR WORK COMMISSION

Pursuant to section 190 of the *Fair Work Act* 2009 (Cth) (**FW Act**), Ambulance Victoria undertakes to the Fair Work Commission in relation to the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2020 (**Agreement**) as follows:

1. Employees with a work value points classification lower than 225 will not be rostered to perform ordinary hours on a Saturday or Sunday.
2. Employees covered by the Agreement will be entitled to take up to two weeks' unpaid leave (or more than two weeks' unpaid leave if AV and the employee agree) if the employee is required by government or medical authorities or on the advice of a medical practitioners to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic in accordance with the provisions in Schedule X to the Health Professionals and Support Services Award 2020 (**Award**) for so long as that entitlement exists in the Award.

A handwritten signature in blue ink, appearing to read "Alex Tasominos".

.....  
**Alex Tasominos**  
**Director People Services**  
on behalf of Ambulance Victoria

**Dated: 24 August 2020**