



Ambulance Victoria Enterprise Agreement 2024

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The United Workers Union reserves the right to add, amend, or withdraw any claim during the negotiation period of this agreement.

Part 1 – Application and Operation of Agreement

1.0 Agreement Title

- 1.1 This Agreement shall be known as the Ambulance Victoria Enterprise Agreement 2024.

2.0 Definitions

- 2.1 The following definition of consultation be inserted into the definitions clause

Consultation means the establishment of dialogue and exchange of views between the body representative of the employees and the employees' representatives and the Employer, at a time, in a manner and with content that allows the employees' representatives, based on information provided, to express an opinion on measures envisaged by the Employer which may be considered in the decision-making process within Ambulance Victoria.

- 2.3 The following definition of shift worker be inserted into the definitions clause

Shift worker means employees

- work for an organisation where shifts are rostered 24 hours a day, seven days a week, and
- are regularly rostered to work those shifts, and/or
- regularly work weekends and public holidays.

- 2.4 A day shift is a shift that commences on or after 0600hrs and finishes before or at 1800hrs.

- 2.5 The definition of an afternoon shift is any shift that finishes after 1800hrs and before 0000hrs.

- 2.6 The definition of a night shift is any shift that finishes after 0000hrs and before 0800.

- 2.7 WOO means Window of Opportunity and relates only to the provision of crib and meal breaks.

3.0 Duration

- 3.1 This Agreement will commence operation immediately after it is approved by the FWC and will have a nominal expiry date of 30 January 2027.

4.0 Application

- 4.1 This Agreement shall apply to all Ambulance Victoria employees covered by the classifications in this agreement.

5.0 Relationship with other Awards and Agreements

- 5.1 This Agreement wholly incorporates the National Employment Standards (NES), as amended from time to time, as terms of this Agreement, and shall be read and interpreted in conjunction with the NES.
- 5.2 This agreement overrides the *Ambulance and Patient Transport Industry Award 2020* (the relevant award) or the National Employment Standards (NES) except when
- (a) changes to provisions in the relevant award during the life of the agreement would provide remuneration and conditions above this agreement, and
 - (b) there is an inconsistency between this Agreement and the NES, the provision which is more beneficial to the relevant Employee(s) will apply, to the extent of any inconsistency.

6.0 Working Groups

- 6.1 The working groups required under the AV EA 2020 were interrupted by the COVID-19 Pandemic. They will continue their deliberations and finalise any reviews with the outcomes instituted by the end of the first year of this agreement coming into operations.
- 6.2 For clarity, an action list of work yet to be completed will be developed during negotiations of this agreement and form the basis for the ongoing work of these groups. Where the work of any group is covered under changes proposed by this agreement, and the parties agree that this is the case, that group's work will be deemed to have been concluded.

7.0 No extra claims, no diminution of conditions

7.1 No diminution of existing conditions.

8.0 Renegotiation

8.1 Negotiations for a new agreement will commence twelve (12) months prior to the nominal expiry date of this agreement.

8.4 During this period, the Unions and Ambulance Victoria will not act in a manner designed to frustrate good faith bargaining by any party involved in negotiations for this agreement.

9.0 Bullying, Harassment, Discrimination, and Equal Opportunity Employment

The current clause 9 is to be replaced by the below.

- 9.1 Bullying, harassment and discrimination in a workplace are unlawful behaviours.
- 9.2 Ambulance Victoria is committed to providing equity of opportunity in employment and achieving an employment environment free from bullying, harassment, and discrimination and supportive of the dignity and self-esteem of every employee.
- 9.3 The Employer undertakes to put in place measures designed to prevent workplace bullying, including but not limited to facilitated meetings, mediation, and providing appropriate training in the prevention of bullying to existing and new employees.
- 9.4 All employees are required to:
- (a) personally demonstrate appropriate behaviour; and
 - (b) take reasonable care to ensure their safety and health; and
 - (c) avoid adversely affecting the safety or health of any other person through workplace bullying or omission to deal with acts of bullying.
- 9.5 Where an allegation of workplace bullying arises, the parties involved should attempt to address the matter between themselves in the first instance.

- 9.6** If the parties cannot resolve the matter, the appropriate manager is responsible for promptly, confidentially, and impartially resolving workplace bullying complaints.
- 9.7** If the complaint remains unresolved, either party or the manager may refer the matter for an independent external investigation. Ambulance Victoria will ensure that any independent investigation into such matters is commenced and concluded promptly and will provide all parties to the complaint with procedural fairness. All parties will be notified of the outcome of the investigation.
- 9.8** A range of disciplinary actions for findings of workplace bullying, harassment, or discrimination may be taken, including up to, but not limited to, termination of employment. Termination of employment should be seen as an option of last resort.
- 9.9** Ambulance Victoria will ensure that they actively promote equality of opportunity for and good relations between all persons irrespective of their race, gender, gender reassignment, disability, age, sexual orientation, religion, or belief.
- 9.10** Ambulance Victoria commits to providing services that embrace diversity and promote equal opportunity. It shall ensure that they are embedded in day-to-day working practices with customers, colleagues, and partners.
- 9.11** Ambulance Victoria commits to providing all staff, including managers and contractors not covered under this agreement with annual training on acceptable behaviours in a modern workplace. The annual training and refresher training must be a hybrid of face-to-face and online training developed and delivered by an external independent content expert in this area.
- 9.12** Ambulance Victoria will, to facilitate the management and resolution of any issues of alleged unlawful behaviours of bullying, harassment, discrimination, or lack of equal opportunity employment, provide all managers with appropriate annual training and refresher courses in the handling and resolution of any complaints in this area.

Part 2 Dispute Resolution, Consultative, and Flexibility Provision

10 Representation for Dispute resolution and Consultation

- 10.1** The Union is the official representative of any individual employee or group of employees filing a dispute under clause 11 who wish to be represented. Under no circumstances shall an employee suffer retaliation or harassment for requesting such representation.
- 10.2** The Unions have the right in each step of a dispute to designate the person who will represent the employee on behalf of that Union. The Union designated employee shall suffer no loss in pay for time spent in the good faith representation and processing of disputes under clause 11 and at any meetings at which the Employer and/or employee requests a representative to be present.
- 10.3** Individual employees or groups of employees who choose not to be represented by a Union may present disputes to management. They may self-represent or select a representative outside the Union membership. The Union shall not be held liable for the results or costs of such outside representation and will be considered an interested party to the proceedings Any adjustment must not be inconsistent with the terms of this Agreement. The Union must be allowed to be present at such adjustment.
- 10.5** The Union may file disputes on behalf of an employee or on behalf of a group of employees.

11 Dispute Resolution

- 11.1** For this clause, a dispute includes a grievance.
- 11.2** Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards set out in the FW Act or any other matter which pertains to the employment relationship between the Employees and the Employer, other than termination of employment, must be dealt with under this clause. To avoid doubt, a dispute about termination of employment cannot be dealt with under this clause.
- 11.3** The Union may raise a dispute and be a party to it in its own right or a representative capacity for an Employee or group of Employees.

11.4 A person covered by this Agreement may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.

11.5 Obligations

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While this clause is enlivened, work must continue by usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern, and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (c) No person covered by this Agreement will be prejudiced regarding the final dispute settlement by continuing work under this clause.

11.6 Agreement and Dispute Settlement Facilitation

- (a) For compliance with this Agreement (including compliance with this dispute settlement procedure), if the chosen Employee representative is another Employee of the Employer, they must be released by the Employer from normal duties for such periods as may be reasonably necessary to enable them to represent Employees concerning matters about the employment relationship including but not limited to:
 - (i) investigating the circumstances of a dispute or an alleged breach of this Agreement; or
 - (ii) endeavouring to resolve a dispute arising out of the operation of this Agreement; or
 - (iii) participating in conciliation, arbitration, or any other agreed alternative dispute resolution process.
- (b) The release from regular duties referred to in this clause is subject to the proviso that it does not unduly affect the Employer's operations.

11.7 Discussion of Dispute

- (a) The dispute may first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s) or with Human Resources.
- (b) If the dispute is not settled, the aggrieved Employee(s) can require that the dispute be discussed with another Employer appointed representative for this procedure.

11.8 Internal Process

- (a) If any party to the dispute, whom this Agreement covers, refers the dispute to an established internal dispute resolution process, the matter must first be dealt with according to that process, provided that the process is conducted as expeditiously as possible and:
 - (i) is consistent with the rules of natural justice; and
 - (ii) provides for mediation or conciliation of the dispute; and
 - (iii) provides that the Employer will take into consideration any views on who should conduct the review; and
 - (iv) is conducted with as little formality as a proper consideration of the dispute allows.
- (b) If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with under the procedures below.
- (c) If the matter is not settled, either party may apply to the FWC to have the dispute dealt with by conciliation.

11.9 Disputes of a Collective Character

- (a) The Parties acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the FWC.
- (b) A dispute of a collective character may only be referred to the FWC directly if there has been a genuine attempt to

resolve the dispute at the workplace level before being referred to the FWC.

11.10 Conciliation

- (a) Where a dispute is referred for conciliation, this may include :
 - (i) conferences of the parties to the dispute presided over by the member; and
 - (ii) for the parties to the dispute to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the FWC will be regarded as completed when:
 - (i) the parties to the dispute have reached an agreement on the settlement of the dispute; or
 - (ii) the member of the FWC conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or
 - (iii) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the dispute settlement.

11.12 Arbitration

- (a) If the dispute has yet to be settled when conciliation has been completed, a party may request that the FWC proceed to determine the dispute by arbitration.
- (b) If a member of the FWC has exercised conciliation powers concerning the dispute, the member must not exercise or take part in the exercise of arbitration powers regarding the dispute if a party to the dispute objects to the member doing so.
- (c) The determination of the FWC is binding on the persons covered by this Agreement.

12 Implementation of Change

- 12.1** Where the Employer has made a decision or developed a proposal for major workplace change likely to have a significant effect on Employees, such as a restructuring of the workplace, the introduction of new technology, or changes to existing work practices of Employees, the Employer will notify and advise:
- (a) the relevant Employees and any relevant employee representative covered by this Agreement of the proposed change as soon as practicable after the proposal has been made; and
 - (b) the relevant Employees and any relevant Union covered by this Agreement of the likely effects on the Employees' working conditions and responsibilities; and
 - (c) of the rationale and intended benefits of any change, including improvements to productivity, if applicable.
 - (d) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees;
- 12.2** The relevant employees may appoint a representative for the procedures in this clause if:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 12.3** For this clause, a major change is likely to have a significant effect on Employees if it results in the following:
- (a) the termination of the employment of Employees; or
 - (b) a major change to the composition, operation, or size of the Employer's workforce or 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.

12.3 Clause 12.3(f) is subject to the rights and obligations of the allocation of the permanent branch.

12.4 Relevant Employees means those affected by a change referred to in clause 12.1.

12.5 The Employer will:

- (a) regularly consult with Relevant Employees and the relevant Unions covered by this agreement; and
- (b) give prompt and genuine consideration to matters raised by the Employees or the Employees' relevant Union covered by this Agreement; and
- (c) if appropriate, provide training for the Employees to assist them in integrating successfully into the new structure.
- (d) 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 the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (e) 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.

12.6 Under this clause, the relevant Employees and the relevant Unions covered by this Agreement may submit alternative proposals which will meet the indicated rationale and benefits of the proposal.

- (a) Such alternative proposals must be submitted promptly to avoid an unreasonable delay in introducing any contemplated change.
- (b) If such a proposal is made, the Employer must give considered reasons to the affected Employees and the relevant Union covered by this Agreement if the Employer does not accept its recommendations.
- (c) Indicative reasonable timeframes are set out below. The steps, timeframes, and the extent of consultation in each case will:
 - (i) be commensurate with the scale of the proposed major change and the likely significant effect for Employees.

Step in process	Number of working days in which to perform each step
Employer advises Employees and relevant Union covered by this Agreement.	
Response from Employees or the relevant Union covered by this Agreement	Five days following receipt of written advice from Employer
Meeting convened (if requested)	Five days following the request for a meeting
Further Employer response (if relevant)	Five days following the meeting
An alternative proposal from Employees or a relevant Union covered by this Agreement (if applicable)	Ten days following receipt of the Employer's response

Employer response to any alternative proposal	Ten days following receipt of an alternative proposal
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13 Consultative Committees

- 13.1** The existing arrangements in clause 13.1 of the current AV EA 2020 remain with the following additions.
- 13.2** The parties to this agreement recognise that consultation and employee involvement are essential to improving industrial relations and organisational performance.
- 13.3** The parties recognise that there needs to be more safe space consultative forums for operational staff to give feedback.
- 13.4** The workforce shall be fully informed and be given the maximum opportunity for input into decision-making. To achieve this goal, Ambulance Victoria will institute the following
- (a) monthly workplace consultation meetings open to branch staff and union delegates and officials, and
 - (b) bi-monthly Area consultation meetings open to a nominated staff representative and/or union delegate or official, and
 - (c) quarterly Regional consultation meetings open to a nominated staff representative and/or union delegate or official.
- 13.5** These new consultative forums will be a safe place for staff to discuss, give feedback, and, where applicable, constructively criticise AV policy and procedure concerning this agreement or any other matter.
- 13.6** No discussion will occur at these forums about matters that are confidential or better handled under clauses 9 (Bullying, Harassment, Discrimination, and Equal Opportunity Employment) or clause 73 (Performance Management).
- 13.7** Any working committees must have a union-appointed representative as part of their membership and will provide to employees and the union with a summary detailing their discussions and outcomes after every meeting.

14 Meeting Provisions

14.1 The arrangements in the current clause 14 of the AV EA 2020 remain in place and will be extended to the branch, Area, and Regional consultative meetings.

15 Individual Flexibility Arrangement

15.1 Current arrangements in clause 15 of the AV EA 2020 remain.

Part 3 Employment relationships and Duties

16 Employment Categories and Entitlements

16.1 Basis of Employment

Employees may be employed on:

- (a) an ongoing basis; or
- (b) a fixed-term basis; or
- (c) a casual basis.

16.2 Job Information

- (a) As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with the job title, classification level, and job statement for their position.
- (b) A fixed-term Employee must be provided in writing or electronically the reason for their fixed-term employment consistent with clause 19.4.
- (c) The Employee will carry out the duties described in the job statement and other duties as directed and consistent with their skills and classification descriptors.
- (d) The Employer will provide the Employee with a copy of this Agreement and information regarding the role of Unions and Union delegates under the terms of this Agreement.
- (e) The Employer will ensure that an induction process is developed and maintained to educate new Employees about Agency structures and policies within the employment framework with Ambulance Victoria (AV).

16.3 The Employer will ensure that Unions are provided with an opportunity to explain their role and functions in consultative and dispute resolution processes provided for under this Agreement.

16.4 Probationary Period – New Employee

- (a) New Employees, other than casual Employees, commence employment on a probationary basis for six months (the Probationary Period).
- (b) In this clause, 'New Employee' means an Employee on their commencement with AV. 'New Employee' does not include an Employee with six months or more continuous employment with AV.
- (c) The Probationary Period of a New Employee is reduced by any period of continuous employment with AV immediately preceding the commencement of employment, including any fixed-term employment but not casual employment.

(d) Performance during probation

If the Employer identifies conduct or performance issues during the probationary period, the Employer will counsel the Employee during the Probationary Period about their conduct or performance and provide a written record of such counselling to the Employee.

(e) Confirmation of employment

Unless the employment is terminated earlier under clause, after the Probationary Period, the Employee's employment is confirmed.

(f) Termination of Employment

- (i) A probationary Employee may resign at any time by giving a minimum of two weeks' written notice to the Employer or a shorter period agreed with the Employer.
- (ii) If the Employee's conduct or performance during the Probationary Period is unsatisfactory, the Employer may terminate the probationary Employee's employment by giving two weeks' notice or two weeks' pay in lieu of notice.
- (iii) Any notice period must be given by two weeks before the end of the Probationary Period. Alternatively, the Employee's employment may be terminated by giving two weeks' pay in lieu of notice before the end of the Probationary Period.

- (iv) A probationary Employee's employment may be terminated without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in regulation 1.07 of the Fair Work Regulations 2009).
- (v) An employee's absence from work for any period during the Probationary Period does not inhibit the Employer from terminating the Employee's employment under this subclause.

16.5 Part-time Employment

- (a) Provisions relating to salary, leave, and all other entitlements contained within this Agreement apply to part-time Employees on a pro-rata basis calculated on the number of ordinary hours worked.
- (b) who works less than full-time hours of 38 per week or less than an average of 38 hours per week over an agreed Roster Pattern;
 - (i) if the Employee works from home by agreement with the Employer; or
 - (ii) with the agreement of the Employee.
- (c) Part-time employment may be worked only by agreement between the Employee and the Employer, where that agreement includes a roster specifying:
 - (i) the days in each fortnight the Employee will work; and
 - (ii) the start and finish times on the days which the Employee will work; and
 - (iii) the number of hours the Employee will work on each day they work; and
 - (iv) with a minimum engagement of four (4) hours, and
 - (v) agreed to processes for the variation of hours of work.
- (d) A part-time employee is entitled to receive remuneration, leave, and other paid entitlements, on a pro-rata basis to a full-time employee employed for 38 hours per week for that classification (1/38th), according to the number of hours worked. A part-time employee is not entitled to accrued days off.

- (e) All time worked in excess of the hours specified in accordance with subclause 16.5(c) above will be paid as overtime in accordance with clause 45 of this Agreement.
- (f) Where a public holiday occurs on a day a part-time employee would be required to work under their regular pattern of work but the employee is not required to work, the employee is entitled to a day off without loss of pay.
- (g) Where a public holiday occurs on a day a part-time employee is not rostered to work, regardless of whether the employee would ever work on that particular day of the week, the employee is entitled to be paid the public holiday on a pro-rata basis by averaging the employee's ordinary weekly hours worked over the previous six months.
- (h) A part-time operational employee may be entitled to leave in lieu of public holiday penalty payments in accordance with the provisions of clause 64.
 - (i) Rostered hours agreed under clause 16.5(c) will be considered the Employee's ordinary hours.
 - (ii) The Employer will not unreasonably refuse to accommodate a request for part-time employment.

16.6 Casual Employment

- (a) A person is a casual employee of an employer if:
 - (i) an offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (ii) the person accepts the offer on that basis; and
 - (iii) the person is an employee because of that acceptance.
- (b) Casual Employees are paid at the ordinary hourly rate paid to Full-time Employees, plus
 - (i) a loading of 25% for each hour worked Monday to Friday, and
 - (ii) a loading of 75% for all work on Saturdays and Sundays, and
 - (iii) a loading of 100% for all work on public holidays.

- (iv) casuals who are required to be on-call, including Ambulance Community Officers, are entitled to all the on-call provisions under clause 47.
- (c) The loading recognises that a casual employee is not entitled to:
 - (i) annual leave,
 - (ii) special leave or parental leave (unless an eligible casual employee);
 - (iii) accrued days off;
 - (iv) public holidays;
 - (v) travel allowance (other than as provided for in the relevant clause; and
 - (vi) reimbursement of driver's license (other than as provided in clause 40.10).
- (d) Casual employment will be for not less than four (4) consecutive hours on any one day, except with the agreement of the employee.
- (e) Pay rates will be based on the relevant classification and skill level for the duties performed.

17 Casual Employment

17.1 Replaced by clause 16.6 above.

18 Part-Time Employment

18.1 Replaced by clause 16.5 above.

19 Job-Share Arrangements

19.1 The current job-sharing arrangements under clause 19 of the current AV EA 2020 agreement remain unchanged.

20 Secure Employment

20.1 The existing clauses 20.1 of the current AV EA 2020 remain unchanged.

20.2 The existing clauses 20.2 of the current AV EA 2020 remain unchanged.

20.3 Workload

- (a) The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between their professional and personal life.
- (b) The Employer further recognises that the allocation of work must consider the Employee's work hours, health, safety, and welfare.
- (c) Work will be allocated so that no allocation routinely requires work beyond an Employee's ordinary hours.
- (d) An Employee or group of Employees or their industrial representative may request a review of their workload if they believe it is unreasonable. The request must be made in writing and set out details of the workload of the Employee or group of Employees and why the workload is considered unreasonable.
- (e) On receipt of a request by an Employee or group of Employees or their industrial representative under this clause, the Employer must give the Employee a written response within twenty-one days, stating whether the Employer agrees to or refuses the request.
- (f) If the Employer refuses the request for a review, the written response under clause 20.3(d) must include details of the reasons for the refusal.
- (g) If the Employer agrees to the request, a review of the Employee's workload or group of Employees will be conducted.
- (h) If the employer refuses a review under clause 20.3(f), the employee, group of employees, or their industrial representative may initiate a dispute for resolution as per clause 11.

21 Fixed-Term Employment

21.1 The terms of the existing clause 21 of the AV EA 2020 agreement remain unchanged, except that the maximum term of engagement is for six (6) months, with the option to renew for a further six (6) months only once.

22 Right to Request Casual Conversion

- 22.1** A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 22.2** A regular casual employee is a casual employee who has, in the preceding period of six (6) months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- 22.3** A regular casual employee who has worked equivalent full-time hours over the preceding period of six (6) months' casual employment may request to have their employment converted to full-time employment.
- 22.4** A regular casual employee who has worked less than equivalent full-time hours over the preceding six (6) months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 22.5** Any request under this subclause must be in writing and provided to the employer.
- 22.6** Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request. However, the request may only be denied on reasonable grounds and after consultation with the employee.
- 22.7** Reasonable grounds for refusal include that:
- (a) it would require a significant adjustment to the casual employee's hours of work for the employee to be engaged as a full-time or part-time employee per the provisions of the award – that is, the casual employee is not truly a regular casual employee as defined in paragraph 22.2.
 - (b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of

work are required to be performed in the next twelve months, which cannot be accommodated within the days and hours during which the employee is available to work.

- 22.8** For any ground of refusal to be reasonable, it must be based on known or reasonably foreseeable facts.
- (a) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within twenty (21) days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
 - (b) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (c) the form of employment to which the employee will convert that is, full-time or part-time employment; and
 - (d) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 19.5 are the days the employee will be required to attend work and the starting and finishing times for each such day.
- 22.9** The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 22.10** Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- 22.11** A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage) or have their hours reduced or varied to avoid any right or obligation under this clause.
- 22.12** Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to convert so.

- 22.13** Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 22.14** An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first twelve (12) months of the employee's first engagement to perform work. In respect of casual employees already employed as of 1 October 2022, an employer must provide such employees with a copy of the provisions of this subclause by 1 August 2024.
- 22.15** A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph 22.14.

23 Right to Request a Flexible Work Arrangement

- 23.1** Section 65 of the FW Act provides that an Employee may request a change in their working arrangements if they have worked for the Employer for the previous twelve months continuously and in any of the following circumstances:
- (a) the Employee is the parent or has responsibility for the care of a Child who is of school age or younger; or
 - (b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth)); or
 - (c) the Employee has a disability; or
 - (d) the Employee is 55 years or older; or
 - (e) the Employee is experiencing violence from a member of the Employee's family; or
 - (f) the Employee provides care or support to a member of the Employee's Immediate Family or a member of the Employee's household who requires care or support because the member is experiencing violence from the member's family, or
 - (g) has a medical condition that requires an FWA, or
 - (h) is transitioning to retirement with a documented agreed retirement plan.

Note: Examples of changes in working arrangements include changes in hours of work, changes in work patterns, and changes in the work location.

- 23.2** To avoid doubt, and without limiting clause 12.1, an Employee may request to work part-time to assist the Employee in caring for the Child if the Employee:
- (a) is a parent or has responsibility for the care of a Child; and
 - (b) is returning to work after taking leave concerning the birth or adoption of the Child.
- 23.3** A casual Employee is not entitled to make a request under this clause unless the Employee:
- (a) is a Long-Term Casual Employee of the Employer of at least twelve (12) months continuous employment immediately before making the request; and
 - (b) has a reasonable expectation of continuing employment by the Employer regularly and systematically.
- 23.4** A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.
- 23.5** Before responding to a request, the Employer must discuss the request with the Employee and genuinely try to reach an agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regards to:
- (a) the needs of the Employee arising from their circumstances; and
 - (b) the consequences for the Employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 23.6** On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within twenty-one (21) days, stating whether the Employer grants or refuses the request.
- 23.7** The Employer may only refuse the request on reasonable business grounds. Without limiting what reasonable business grounds for clause 12.5, reasonable business grounds include any of the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer; or
- (b) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or
- (c) that it would be impractical to change the working arrangements of other employees or recruit new employees to accommodate the new working arrangements requested by the Employee; or
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or
- (e) The new working arrangements requested by the employee would significantly negatively impact customer service.

23.8 If the Employer refuses the request, the written response under clause 12.5 must include the following:

- (a) details of the reasons for the refusal, including the business grounds or ground for the refusal and how the ground or grounds apply, and
- (b) whether or not there are any changes in working arrangements that the Employer can offer the employee to accommodate the Employee's circumstances better; and
- (c) if the Employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

23.9 If the Employer and Employee reached an agreement under clause 12.4 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change or changes in working arrangements.

24 Four For Five Flexible Arrangements

24.1 The terms of the existing clause 24 of the AV EA 2020 remain unchanged.

25 Termination of Employment

25.1 The terms of the existing clause 25 of the AV EA 2020 remain unchanged.

Part 4 Classification Structure, Wages, and Related Matters

26 Wage Rate Increases

- 26.1** Each employee covered under this agreement will receive an annual increase on 1 February 2024 of 6% or the equivalent of the National Consumer Price Index (NCPI) as recorded for December 2023, whichever is greater.
- 26.2** Each year of this agreement, each employee covered under this agreement will receive on 1 February an annual increase to their annual salary of at least the NCPI as recorded for December of the previous year or 5%, whichever is greater for the life of the agreement.
- (a) 1 February 2024 – Increase of 6% or NCPI whichever is greater to wages and salaries.**
 - (b) 1 February 2025 – Increase of 6% or NCPI whichever is greater to wages and salaries.**
 - (c) 1 February 2026 – Increase of 6% or NCPI whichever is greater to wages and salaries.**
 - (d) 1 February 2027 – Increase of 6% or NCPI whichever is greater to wages and salaries.**
- 26.2** All fixed sum allowances will increase by the annual increase each year of the agreement on 1 February.
- 26.3** All increases will take effect in the first full pay period after February 1, each year commencing 1 February 2024.

27 Operational Classifications and Wage Rates

- 27.1** Arrangements in clause 27 of the AV EA 2020 are no longer transitional. Instead, they are permanent changes to the conditions of affected employees.

28 Operational Classifications – Definitions

28.1 All classifications as defined in the existing clause 28 of the AV EA 2020 remain unchanged except for the following

- (a) **Ambulance Community Officer (ACO)** as defined in the current 28.1(e) –The following must be added to the definition of ACO
 - (i) These officers may opt to complete an employer-sponsored Certificate IV in Emergency Medical Service, First Responder, or equivalent by the end of this agreement, and
 - (ii) For clarity their 'local community in rural and remote locations in Victoria' does not include non-on-call branches.
 - (iii) Those ACOs that have completed Certificate IV, as above, will be classified as an ACO 2 and can be utilised by agreement with ACO, as an independent crew in these locations to manage and transport low and medium-acuity non-emergency patients that fit within the ACO ATP and/or skill set.
- (b) **Communications Administrative Support Officer** - An agreed definition and scope of practice for Paramedic Practitioners will be developed and added to the agreement.
- (c) **Clinical Instructor**
 - (i) Will be Sessional Clinical Instructors, renamed Clinical Instructor ALS or Clinical Instructor MICA and a new classification for each will be inserted into the agreement and have years of service increments applied to the classification. The role of Clinical Instructor will be an appointed position.
 - (ii) These employees will have or have the ability to obtain a Certificate IV in Training and Assessment. Where the employee is yet to obtain the required qualification the costs of obtaining the qualification will be met by the employer. Further, employees obtaining the qualification will have access to the study leave provisions.

- (iii) The current sessional Clinical Instructor Allowance will be increased to \$8/hour and rolled into ordinary hourly rate for this classification and therefore payable for all purposes.
- (d) **Logistic Support Officers** will be brought under the AV Operational agreement, and a classification reflective of their role be added to the Operational Agreement. In bringing these employees under the AV Operational Agreement, they will be no worse off in remuneration and conditions than they currently have. Further claims for this classification are detailed in claim 40 below.
- (e) **Paramedic Practitioner** - An agreed definition and scope of practice for Paramedic Practitioners will be developed and added to the agreement.
- (f) **Driver Facilitator Team Manager** – classification with appropriate years of service increments will be developed, agreed upon, and inserted into this agreement. This will be an appointed position.

29 Administrative Classification and Wage Structure

- 29.1 Employees engaged in this class of employee will receive the same annual increases as operational employees, as detailed above in claim 26.
- 29.2 The administrative bands and Mercer ranking system, as detailed in the existing clause 29.2 of the current AV EA 2020, and the parties agree to be replaced with a classification system similar to that provided for in clauses 26 and 27 of the AMBULANCE VICTORIA (MANAGEMENT AND ADMINISTRATIVE STAFF) ENTERPRISE AGREEMENT 2021 including the schedules of the agreement that apply to those clauses respectively.
- 29.3 Administrative staff covered under this agreement will enjoy the same increases as operational employees provided for in claim 26 above.
- 29.4 To improve the work-life balance of administrative staff covered by this agreement, the parties agree to implement, within six (6) months after the commencement of this agreement, a trial of 100:80:100 work arrangements for these employees.
- 29.5 All staff appointed to administrative positions will be entitled to a screen break of thirty (30) minutes in each one hundred and twenty (120) minutes worked.

29.6 Non-operational employees covered under this agreement will have access to years of service increments the same as operational employees.

30 Progression Through Administrative Bands

30.1 The agreed classification system of claim 29.2 above will include rules surrounding progression through the 'bands' as provided for in clause 27.3 of the AMBULANCE VICTORIA (MANAGEMENT AND ADMINISTRATIVE STAFF) ENTERPRISE AGREEMENT 2021

31 Allowances

31.1 All allowances listed in the current clause 31.1 of the AV EA 2020 will be increased annually as per claim 26.

31.2 The Sessional Clinical Instructor Allowance will be increased in line with all other allowances and then rolled into the ordinary hourly rate of the new Clinical Instructor classifications.

31.3 Crib Meal Allowances

(a) Crib Allowance - Operational Employees

The current allowance of \$7.25 as compensation for purchasing a meal away from the branch where not supplied by the employer does not reflect the actual expense incurred by an operational employee in purchasing a healthy alternative meal. The Crib Meal Allowance will be increased to \$30.60 per meal break and paid as a separate allowance.

To be clear as an example, a roster pattern that reflects a day, day, afternoon (10 – 12 hours), and night (14 hours) configuration will attract

Day shift – 1 x meal allowance

Afternoon shift – 2 x meal allowances

Night Shift – 2 x meal allowances.

(b) Meal Allowance – Non-Operational Employees

These employees required to work more than five (5) consecutive hours without a meal break are entitled to an allowance of \$30.60.

- (c) Spoilt meal allowance
 - (i) The amount payable for a spoilt meal will be increased to \$33.25 in line with the ATO's determined reasonable compensation for replacing a meal. This compensation is payable on every occasion that a meal is interrupted and requires the employee to respond to a case.
 - (ii) This interruption will be renamed the Broken Meal Allowance to reflect that a recall to duty breaks this rest period.
 - (iii) On each occasion that a crib break is interrupted for any reason, the affected employees will restart their thirty (30) minutes of crib break entitlement as a replacement for the originally interrupted crib break, and
 - (iv) On-Call employees who have finished their rostered shift and about to commence on-call will have the first hour of the on-call period treated as the Protected Hour. The protected hour means
 - (i) on-call employees will have a priority one warning in the first hour of call, and
 - (ii) if the employee is recalled to duty for any reason during the Protected Hour, they will be paid a broken meal allowance.
- (d) Overtime Meal Allowance
 - (i) An employee required to work overtime for more than two (2) hours at the commencement or end of their rostered shift will be compensated with a meal overtime allowance of \$33.25 in line with ATO determinations.
 - (ii) Any on-call employee, including ACOs, that works continuously for four (4) hours during their on-call period will be paid a meal overtime allowance of \$33.25.

31.4 Late Crib Allowances

- (a) All employees, regardless of shift length, who have not been provided with an opportunity to commence and complete in full their crib break, inside the window of opportunity, as per claim 51, will be paid a penalty per hour, or part thereof, of one (1) hour of the rolled-in hourly rate of pay in addition to the normal hourly rate of pay

applicable for that shift (to be clear this is equivalent to time on time). This will be called the WOO penalty, and

- (b) The WOO penalty will continue to be paid until the employee has been provided with the opportunity to commence and complete in full their crib time breaks uninterrupted. Where an employee has not been afforded an opportunity to start and complete uninterrupted their crib time breaks within the WOO and continue to work beyond their rostered finish time, this penalty will continue until they are released from duty, and

Employees who are recalled to duty by way of an interrupted crib or meal break will be paid a broken meal allowance for every case they are called on to attend until they have been released from duty and provided with an opportunity to commence and complete a crib or meal break in full, and

- (e) On each occasion that a crib break is interrupted with a recall to duty, the employee's crib or meal break will restart with a fresh thirty (30) minute crib break provided, even if this takes the employee outside of a WOO and places them on WOO penalty.

- (f) If an on-call employee is engaged in a case prior to the finish of their rostered shift, and attending to that case takes them beyond the end of their rostered shift and into the on-call period, and they have worked a minimum of three hours beyond the end of their rostered shift

- (i) The employee continues will be placed on a priority one warning, and
- (ii) Will be paid an overtime meal allowance and will be paid a Broken Meal Allowance for every hour beyond the three (3) hours until released from duty for a full thirty (30) minutes to rest and consume a meal. The employee may instead elect to return to their place of residence. If the employee elects to return to their place of residence, the Broken Meal Allowance will be payable until they advise the Duty Manager that they are back at their residence.

31.5 Shift Allowances

- (a) An afternoon shift will be defined as any shift with a rostered finish time after 1800hrs and before 0000hrs. Afternoon shifts will attract a

penalty allowance of 15% of the employee's ordinary hourly pay rate for the entirety of the afternoon shift.

- (b) A night shift will be defined as any shift with a rostered finishing time after 0000hrs and before 0800hrs. Night shifts will attract a penalty of 20% of the ordinary of the employee's ordinary hourly rate of pay for the entirety of the night shift.
- (c) These new rates will be factored into any rolled-in rate calculations.

31.6 Special Rates for Saturday and Sunday

In addition to the above shift penalties, all ordinary rostered work performed after 1800hrs Friday and finishing before 0800hrs Monday will attract a penalty of 100% of the employee's ordinary hourly rate for all work the employee is ordinarily rostered to perform.

31.7 Overnight Travel/Living Away From Home (LAHA)

All terms of the current clause 31.13 of the AV EA 2020 remain unchanged, except

- (a) allowances to cover meal expenses are as follows
 - (i) Breakfast - \$32.55
 - (ii) Lunch - \$46.00
 - (iii) Dinner – 64.50
 - (iv) Daily Incidental Allowance - \$30.50
- (b) The above allowances will be increased per the ATO provisions in TD2022/10 Table 2.

31.8 Accommodation

See Rural Incentives claim 32

31.9 Current clauses 31.15 – 31.20 remain unchanged.

31.10 Travel Allowance

- (a) All employees required to start and finish any rostered shift at a location other than their assigned administrative home branch and who travel on their own time are entitled
 - (i) to be compensated for any extra travel time that would be incurred between their usual place of residence and the administrative home branch and the new location at the rate of double the rolled-in hourly pay rate, or

- (ii) if the shift is a part or full shift overtime shift, to be compensated for all travel time from their usual place of residence and the new location, and
- (iii) where the employee utilises their own vehicle, they will be paid, at the applicable ATO per kilometer rate for their vehicle size (employees using electric vehicles will not be excluded from claiming this allowance), for the distanced travelled, that is the difference in distance between their usual place of residence and their normal administrative home branch and their usual place of residence and the new work location, and
- (iv) Employees must take the most direct route and be reimbursed for any road tolls incurred by traveling the most direct route to the new location of work and provide evidence of the tolls incurred, or
- (v) reimbursed for any public transport costs incurred in travelling to the new work location after providing evidence of these expenses.

31.11 Operational Crewing Allowance and Appendix 9 Allowances

- (i) The monetary amounts for Operational Crewing Allowance for employees captured under the terms of clause 31.16 and specified in Appendix 9 of the AV EA 2020 be increased to \$1.60/hour and \$5.50/hr, respectively.
- (ii) Communications Centre Allowance will increase to \$20/shift of eight (8) hours and \$3.00/ rostered hour in excess of eight (8) hours. Any overtime hours worked in this role will attract a payment of \$6.00 for each hour of overtime worked.

31.12 SRU and ARU Allowance

Any employee appointed to a position permanently, by way of secondment, or as a period of relieving in higher duties that may require them to perform the role of a single responder, where no associated ARU or SRU classification exists, will be paid the SRU or ARU allowance applicable to their clinical qualification. It will be payable for all purposes as a component of their rolled-in rate.

32 Rural Incentives

32.1 The terms of the current clause 32 of the AV EA 2020 remain unchanged except for

- (a) the attraction and retention payment will be increased to
 - (i) \$10,000 for category one branches, or
 - (ii) \$5,000 for category two branches, and
 - (iii) permanent employees currently appointed to category one or two branches as their administrative home branch before the commencement of this agreement will receive the above payments as a rural retention bonus.
 - (iv) appointed or seconded Rural Relivers will additionally be eligible to receive this attraction retention payment on a pro-rata basis.
- (b) The list of category one and two branches will be reviewed from time to time in consultation with the unions where it has been identified that an individual branch has become hard to fill long-term vacancies. Any review will not remove branches from the list currently classed as category one or two.

32.2 AV will introduce a rural points system for employees appointed to and working at category one or two branches. These points will be awarded to employees on an annual basis and will provide these employees with an advantage as opposed to those employees not working in one of these locations for the purposes of

- (a) Team Transfer lists, or
- (b) appointment to any organisational vacancies where the applying employee is successful with their application and is short-listed against any competition with an employee who has yet to work in one of these locations.

32.3 Priority transfer to a branch location

- (a) Employees who have completed two (2) years of continuous service in a category one or three (3) years in a category two branch will have the option to transfer to any specific individual branch in any location where a position is available of the employee's choice.

Where a position is not available at the requested branch, affected employees will go to the top of the Team Transfer list at that desired branch and be offered the next available vacancy at that branch. Any transfers under this claim will be considered the employee's new administrative home branch. While waiting for a position to become available at the requested branch, the affected employee will be offered a position in the LGA or ASA of their choice as an interim measure.

- (b) Employees who have completed less than the required two (2) years but more than twelve (12) months of continuous service at a category one branch or less than three (3) years but more than eighteen (18) months at a category two branch can elect to transfer to an ASA or LGA of their choice.

32.3 Employees at these locations that can provide evidence of compassionate reasons, which included but are not limited to such things as

- (i) the employee's or the employee's immediate family's medical, physical, or mental health needs, or
- (ii) the employee's carer or caring responsibilities, or
- (iii) financial hardship,

as their requirement to be transferred to another location, ASA or LGA (not specific branch), and who provide such evidence to the employer will have their request for a transfer genuinely and reasonably considered.

32.4 The employer must discuss all requests for a compassionate transfer with the employee to negotiate a satisfactory outcome for all parties, mirroring the requirements of employees requesting a flexible work arrangement.

32.5 Where the employer refuses the request for such a transfer on compassionate grounds, the employer must provide a reason/s for their refusal in writing to the employee within fourteen (14) days of the request for compassionate transfer being made.

32.6 Employees with a request for compassionate transfer that the employer has refused are entitled to lodge and resolve a dispute under the relevant Dispute resolution clause in this agreement.

32.7 Term Transfers

- (a) AV will introduce a system of Term Transfers for category one and two branch locations. Term Transfers will be for a minimum term of

twelve (12) months with the option to renew for a further twelve (12) months twice at the employee's discretion.

- (b) Employees opting to enter a Term Transfer arrangement will transfer to the required location with reasonable relocation expenses to be met by the employer.
- (c) Employees opting to enter a Term Transfer arrangement will have their substantive position at their administrative home branch held for them to return to at the end of their Term Transfer.
- (d) Where there is no employer-provided accommodation available for the employee to reside during the Term Transfer, the employer will subsidise a Term Transfer employee's residential tenancy accommodation arrangements to a maximum of 75% of the employee's commercial tenancy residential lease arrangement.
- (e) The employer will ensure that private rental accommodation is available, where the employer cannot provide employer accommodation, to a Term transfer employee before accepting any offer of Term Transfer. To ensure the employee successfully gains a private residential tenancy lease, the employer will be the primary tenant for the lease. To facilitate this clause, the employer may purchase residencies in any category of one or two locations. All employer-sponsored residences must be of a minimum three (3) star standard.

33 Uniform and Protective Clothing

- 33.1** The existing terms of clause 33 under the AV EA 2020 remain unchanged, with the addition of a 'car coat' added to the standard issue of uniforms for all employees regardless of their location of work.
- 33.2** During the life of this agreement, all uniforms worn by employees covered under this agreement will transition to being manufactured and supplied by Australian manufacturers made solely from fabric that is identifiable as being
 - (i) sustainable, such as but not limited to fabrics made from bamboo, hemp, or some other like fabric that is made from sustainably grown or manufactured fibres, and
 - (ii) that is Eco-friendly, and

- (iii) sourced from ethical suppliers and supply chains that do not involve modern slavery arrangements.
- (iv) AV/Supplier will provide all staff with access to uniform display and fitting rooms, to order AV uniforms that are neat/fitting and comfortable to wear. For rural and regional staff, this may necessarily need to be at an AV Area or Regional Office.

34 Upward Relieving, Higher Duties, Secondment, and Competitive Process.

- 34.1** The terms of clause 34 regarding a secondment to a tertiary study organisation in AV EA 2020 remain unchanged.
- 34.2** The parties agree that the Recognition Development Program (RDP) is an important tool for employee development and succession planning and facilitates upward relief. The following terms will apply to the RDP process.
- (a) Expressions of Interest (EOI) from employees wishing to participate in the RDP will be open annually from 1 February and close 1 March and a list of interested employees will be generated. On 1 February each year, a new EOI will be called for to replace the previous year's list.
 - (b) There is no requirement for manager endorsement.
 - (c) Employees must hold the minimum mandatory requirements for any position except where detailed below.
 - (d) Appointments to any positions of three (3) months or less in duration will be filled from the RDP list.
 - (e) Positions identified below have the following mandatory requirements
 - (i) Team Manager – any employee who has expressed an interest in this position through the EOI RDP process.
 - (ii) Senior Team Manager – only employees that are incumbent Team Managers or who have had at least twelve months cumulative experience as a Team Manager may express an interest in this position through the RDP.

- (iii) Only when the EOI RDP list has been exhausted can discussions with employees who are not on the EOI RDP list occur to fill any vacancies of three (3) months or less.

34.3 Higher Duties

- (a) Any employee working a higher classification than their substantive position will be paid the rate of pay for such a higher classification, including any penalties associated with that higher classification, for the entire time whilst working in that higher position.
- (b) An Employee who is being paid for higher duties in respect of an absence, event, or circumstance shall continue to be paid for the higher duties while on any type of leave, provided the leave commences after the commencement of the higher duties.
- (c) Employees working in a higher classification for any reason who work any overtime will be paid overtime at the higher classification hourly rate plus the penalty. To be clear, for example, if the overtime would be typically paid at the penalty rate of double the hourly rate, the overtime hourly rate for all time worked will be paid at double the hourly rate of the higher classification.
- (d) All time spent in higher duties counts towards time served in their substantive position.

34.4 Employees Seconded to Internal Positions

- (a) The filling of any vacancies for a period of greater than three (3) months will be done on the basis of a secondment. Appointments to secondments will be done so only after a competitive process has been completed and the successful applicant for the position has been identified and appointed.
- (b) Employees seconded to higher duties for any reason will be seconded based on a maximum of three (3) monthly fixed terms with a maximum cumulative time in the seconded position of one (1) year.
- (c) Should the position remain ongoing or permanently vacant after the maximum one (1) year has been exhausted, the position will be advertised and can only be permanently appointed via a competitive process unless the employer can demonstrate that the position will not exist after the maximum term has expired.

- (d) All time in a seconded position will count towards time served for the purpose of yearly increments associated with the employee's substantive position.
- (e) The employer will provide all operational employees seconded into non-patient-facing roles with opportunities during an employee's ordinary rostered time to maintain the employee's operational status and Paramedic Registration.
- (f) All employees that occupy seconded positions at the commencement of this agreement and that have been seconded to that position for one (1) year or more will be offered the opportunity to be permanently appointed into that seconded position without the need for a competitive appointment process unless the employer can demonstrate genuine reasons that the position will not be ongoing beyond twelve (12) months.

If the employee rejects the offer of permanent employment in the seconded position it will be immediately advertised and permanently filled via a competitive process.

Further, all time served in the seconded position will be applied, and the seconded employee will be appointed to the pay increment that reflects the actual amount of time had the employee been permanently appointed to that position as opposed to being seconded in the first instance.

34.5 The Competitive Process

Where a competitive process is part of the requirement to select an employee for a position the following must apply.

- (a) Any competitive selection process will consider and weight according to the below
 - (i) The applicant's application including cover letters, resumes, and any selection criteria answers. This will be given a weighting of 25%, and
 - (ii) The applicant's interview This will be given a weighting of 25%, and
 - (iii) The applicant's mandatory clinical requirements. This will be given a weighting of 25%, and

- (iv) The applicant's referees. This will be given a weighting of 25%.
- (b) Any selection interview process must contain at least two (2) independents on an interview panel of three (3). To be clear independent panel members will not be from the region in which the vacancy to be filled is.
- (c) Before any interview panel member can be empanelled, any conflict of interests must be declared. A panel member that has a conflict of interest will be disqualified from that interview panel.
- (d) All unsuccessful applicants will be offered detailed feedback within two (2) weeks of being advised that they were unsuccessful with their application.

35 Payment of Wages and Payslips

- 35.1** The terms of clause 35 in the current AV EA 2020 remain unchanged.
- 35.2** Within the first six (6) months of this agreement coming into operation, AV will convene a working group whose function is to redesign the Employees' Fortnightly Pay Advice slips so that they are more easily read and deciphered. This working group will have a maximum lifespan of six (6) months.

36 Remuneration Records

- 36.1** The terms of clause 36 in the current AV EA 2020 remain unchanged.

37 Resource Allocation

- 37.1** All employees covered by this agreement will be allocated to a home branch for administrative purposes.
- 37.2** Rostering Shift Working Employees
 - (a) The parties recognise that appropriate rostering is essential to allocating resources and promoting employee well-being and work-life balance. To facilitate this provision, the parties agree to the below rostering parameters when designing any roster.

- (i) Rosters must be aligned as closely as possible to the demand profile of a given branch and ASA by providing an adequate number of fully staffed shifts and associated required fleet and infrastructure in a shift pattern that ensures that the unit hour utilisation ratio (UHU) for a branch and its associated ASA does not exceed 45% by hour by hour and day by day of the week reflected over a twelve month moving period. Demand patterns and UHU information for the branch and ASA will be provided monthly to all staff.
- (ii) Rosters must reflect an average of forty (40) hours/week over the roster cycle, and
- (iii) Rosters should reflect a pattern of forward rotation (Day shifts followed by Afternoon followed by night), and
- (iv) Rostered Shift lengths must not exceed 12 hours for a day or afternoon shift and must not exceed 14 hours for a night shift. Shift extension overtime should not exceed two (2) hours total, either pre or post-rostered shift (excluding on-call branches), and
- (v) Rostered days should not exceed five (5) consecutive shifts, and
- (vi) There must be no double consecutive night shifts in the roster. Where current roster arrangements reflect two (2) consecutive night shifts in any shift pattern, those roster patterns will be changed within twelve (12) months of this agreement coming into operation to comply with this term, and
- (vii) Normal Award provisions in relation to days off apply, and
- (viii) The period away from the workplace will be no less than eleven (11) hours between shifts, and
- (ix) The maximum number of consecutive shifts that an employee can work without a twenty-four (24) hour break is ten (10), and
- (x) The employer will develop a preferred roster detailing shift length and pattern.

However, where staff at any branch or within an ASA provide to the employer an alternative roster or group or rosters that satisfy the above roster parameters, and

it has been agreed to by a majority of the staff in the affected branch or branches, and,

the employer can provide no compelling reasons or evidence that demonstrate that the implementation of the proposed alternative roster would breach any industrial provisions of this agreement,

the employer will implement the proposed alternative roster for a trial period of six (6) months. A consultative review will be conducted at the end of the trial to determine whether the roster should be permanently implemented.

(b) Rostering at on-call branches

- (i) Rosters will be aligned to the demand profiles of the local catchment area of individual on-call branches, and
- (ii) Rostered Shift lengths must not exceed 12 hours, and
- (iii) The maximum period of on-call will be fourteen (14) hours. There will be no restriction on when the period of on-call will start and finish, provided that on-call employees will not be required to be on-call prior to finishing a period of rostered duty, and
- (iv) Rosters must reflect an average of forty (40) hours/week over the roster cycle, and
- (v) Skill mix at these branches may be a dual paramedic model, paramedic and ACO model, or a combination, and
- (vi) Where it can be demonstrated that crews at these branches are having their rest breaks consistently interrupted at least twice during a period of eight (8) days over a period of six (6) months, the employer will permanently introduce a roster pattern that incorporates an afternoon shift into that branch roster, and
- (viii) When the staff at an on-call branch are recalled to duty to attend cases after 0000hrs at least on four (4) occasions during an eight (8) day period of duty consistently over a six (6) month period, this will be the trigger for upgrading the branch to a 24hr branch.
- (ix) The standard roster pattern will be an eight (8) days on/six (6) days off format.

However, where permanent staff at any on-call branch provide the employer with an alternative roster, and

it has been agreed to by a majority of the permanent staff in the affected branch or branches, and,

the employer can provide no compelling reasons or evidence that demonstrate that the implementation of the proposed alternative roster would breach any provisions of this agreement,

the employer will implement the proposed alternative roster for a trial period of six (6) months. A consultative review will be conducted at the end of the trial to determine whether the roster should become permanently implemented.

37.3 Inter-Hospital Transfers (IHTs)

- (a) Emergency crews will only complete a low or medium acuity IHT after 0000hrs and before 0800hrs if the transferring hospital can demonstrate compelling reasons that indicate that not completing the transfer would be detrimental to the patient.
- (b) NEPT crews or, in the case of rural and remote areas, suitably qualified ACO crews will be the preferred crew (within their scope of practice ATP) for all low and medium-acuity IHTs, especially if requested after 0000hrs and before 0800hrs.

38 Reserve and Relieving Paramedics

38.1 The terms contained in clauses 38.1 – 38.15 in the AV EA 2020 remain unchanged except for

- (a) The TRPA and SSRP will be increased to \$75/ shift. For clarification, the allowance will increase annually in line with any annual percentage pay increases.
- (b) The requirements of the current clause 38.13 (a) and (b) of the AV EA 2020 will be reduced from eight (8) weeks to four (4) weeks and six (6) weeks to two (2) weeks, respectively.
- (c) AV will improve its shift notification system for employees to ensure they will not be contacted during the rest period between double night shifts.
- (d) The current clause 38.17 will be removed, and a travel allowance will be payable to employees as per claim 31.10.

- (e) RSRP will be an appointed or Term Transfer (see claim 32.7) position.

38.2 The following is to be added to the current term 38.9(b)

Where it can be demonstrated by the ongoing utilisation of staff, over a 12-month period, that an additional (spare) is required on the roster to travel to secondary locations, AV will employ Rural Senior Reliving Paramedics to fulfill this ongoing need.

38.3 Remove current term 38.12(c)(ii) from the agreement.

38.4 All ALS, BLS, and MICA Paramedics in the Metropolitan Region (and by mutual agreement Graduate Paramedics under Indirect Supervision) may be required to work **a maximum** of six (6) weeks per annum as a Temporary Reserve Paramedic.

38.5 The following is to be added to the current term 38.13(d)

Any additional weeks worked as TRP will attract a 100% increase in the allowance.

39 Community Education

39.1 All hourly rates of pay and allowances associated with this type of employment will be increased in line with the annual increases detailed previously.

40 Classification-Specific Claims

40.1 All employees covered by this agreement will have access to the years of service pay point progression of 1,3,6 and 9 years or any other pay point progression system agreed to in these negotiations. All current employees at the commencement of this agreement will immediately transition to the yearly pay increment that reflects their individual years of service with AV including any periods of secondment.

40.2 Ambulance Community Officers (ACOs)

The current terms of clause 40 in the AV EA 2020 remain except where the below claims are more than those terms.

- (a) ACOs may only be appointed and rostered only to on-call branches.
- (b) ACO branch-specific rosters will be published at least twenty-eight (28) days in advance to enable these employees to plan. ACO rostered duty periods will be shared equally amongst all ACOs at any branch.
- (c) ACO employer-provided training will increase to 10 x 4-hour sessions over a calendar year.
- (d) The ACO's ordinary hourly rate of remuneration will be increased to \$32.25/hr before any increases, loadings, or penalties are applied.
- (e) Minimum engagement for a call to duty will be increased to four (4) hours.
- (f) ACOs rostered to a period of duty availability will be entitled to claim the on-call allowance for that period of duty when they are not actively engaged in a case or station duties subject to claim 40.1(d). To be eligible to claim the on-call allowance, an ACO must be the rostered ACO on-call.
- (g) ACO Saturday and Sunday penalty loadings will be increased to 200% for both days.
- (h) ACOs who are called to duty and work continuously for ten (10) hours will be eligible to claim overtime payments for all hours or part thereof worked beyond ten (10) hours. Additionally, a break between work periods of one (1) hour or less will not be a break in continuity for this claim's purposes of continuous duty.
- (i) ACOs not rostered to a period of duty who are recalled to attend a case or for branch coverage when the rostered crew is unavailable to respond to local cases are entitled to be paid the applicable ordinary hourly rate of pay for each hour, they are required to do so subject to claim 40.1(d).
- (j) ACOs are eligible to cover vacant ACO shifts in on-call branches other than their home branches. When engaged in this type of duty, they will be paid for every hour they are engaged to cover the vacant ACO shift. Additionally, they will be eligible to claim a travel allowance as detailed in claim 31.10.
- (k) ACOs can only be used to fill a Paramedic vacancy when the vacancy was not known or anticipated, and all other options to fill

the vacancy with a Paramedic have been exhausted. ACO will not be rostered into a known or anticipated Paramedic vacancy.

- (l) ACOs who are rostered to a period of duty at their home branch must not make themselves unavailable at their home branch to take on paid work at a branch at another location.(n) The crib allowance for ACOs is to be increased to \$30.60.
- (m) ACO Team Leaders will be allocated four (4) paid hours/week for branch administrative duties.

40.3 Logistic Support Officers (LSO)

- (a) LSOs will be appointed to home branches for administrative purposes and classified as operational employees.
- (b) At the commencement of this agreement, existing casual LSO positions will be converted to permanent FTE positions. Further, existing casual LSOs will be eligible to convert to permanent employees or remain as casual employees in their positions.
- (c) LSOs be rostered in two (2) shifts (day and afternoon) over seven (7) days/week.

40.4 Fleet Maintenance Officers (FMO)

- (a) FMO FTE positions be increased at each workshop location at sufficient levels to alleviate the current excessive workload experienced by these employees.
- (b) A tiered remuneration system that reflects the differing workloads at individual workshop locations based on the fleet size serviced in any given workshop location. Additionally, the base rate of an FMO is to commence at \$65/hour.
- (c) The Single Officer allowance be rolled into their ordinary hourly rate of pay in recognition that these employees operate as single officers regardless of the Workshop location.
- (d) FMOs are to be classed as Emergency Service Workers and thus have access to the ESSS Defined Benefit Scheme.
- (e) FMO annual leave entitlement be increased to eight (8) weeks/year.

- (f) A FMO workshop lead/foreperson position that reports to the FMO Supervisor be created and remunerated at a level commensurate with the added responsibility of the role.
- (g) An FMO that is recalled to duty outside their rostered hours on any given day for any reason, including advice provided by telephone, will be paid a payment of four (4) hours minimum at double time. The employee is not required to remain at the location or a workshop until the four (4) hours have expired, and they may return to their usual residence. This minimum payment is payable for each recall to duty.

40.5 Graduate Ambulance Paramedics (GAP)

- (a) At no time will GAPs be rostered or required to work as single officers at any location, with another GAP, with an AP12, or with a QAP with less than twelve (12) months post-AP12 on-road experience.(b) GAPs must not be required to be on-call.
- (b) GAPs must be provided with a CI for any period of direct supervision.
- (c) Within six (6) months of the commencement of this agreement, a review of the process and policy surrounding the appointment and allocation of GAPs to a rostered location will be conducted and finalised six (6) months. This review will consider and develop a fair and more compassionate branch appointment process that genuinely considers fatigue issues and a GAP's personal responsibilities and circumstances.

40.6 AP12

- (a) Within six (6) months of the commencement of this agreement, a review of the process and policy surrounding the appointment of AP12s to a permanent location will be conducted and finalised within six (6) months. This review will consider and develop a fair and more compassionate branch appointment process that genuinely considers an AP12's personal responsibilities and circumstances.
- (b) AP12s must not be rostered with other AP12s or be rostered as or required to work as a single officer. AP12s must not be appointed or rostered to or required to work at on-call branches and must not be required to be on-call.

40.7 MICA

- (a) An immediate increase in MICA FTE numbers state-wide, including an increase in the number of MICA training branches.
- (b) All MICA Officers be rostered to a blended rostered pattern.
- (c) An increased number of available fixed shifts to facilitate FWA opportunities for MICA Officers.
- (d) MICA Students' salaries be maintained so that they are not worse off during training.
- (e) Unsuccessful MICA student applicants must be provided with detailed feedback on why their application was unsuccessful.
- (f) MICA students be provided with access to the study leave arrangements and the ability to complete the external studies component part-time.

40.8 Clinical Instructors

- (a) The number of CI positions needs to be significantly increased compared to the number of GAPs engaged.
- (b) The Clinical Instructor position will be favourably considered in promotional opportunities such as ARU or Team Manager.
- (c) Clinical Instructors will be provided with annual face-to-face refresher courses.
- (d) Clinical Instructors will be provided with a one (1) full roster cycle break in every three (3) roster cycles free from mentoring duties.
- (e) The Clinical Instructor Allowance will be payable for all purposes.
- (f) Clinical Instructors will be provided one (1) rostered shift of function time every two weeks to complete administrative off-road duties associated with the role

40.9 Clinical Support Officers (CSO)

- (a) CSOs that are Clinician Qualified to qualify for dual role payment whether based in Metro or Rural areas.
- (b) Single responding responsibilities are limited to two (2) days per week.

40.10 Paramedic Educators

- (a) Paramedic Educators will be provided one (1) function day per week to complete the off-road duties associated with the role.

40.11 Roster Staff

- (a) All Rosters staff will be entitled to screen breaks of thirty (30) minutes in each one hundred and twenty (120) minutes worked.
- (b) A review mechanism be developed to ensure that the staffing FTE levels in this area reflect the increasing complexity of rostering tasks and the increasing number of employees needing to be rostered across the organisation.

40.10 Team Managers and Senior Team Managers

- (a) There will be one (1) only Team Manager appointed to every permanent branch. If it is identified that more than one (1) Team manager is required at any recognised branch, rather than a second Team Manager being appointed, increased function time will be allocated to the Team Manager.
- (b) All function time will provide at least 50% time off-road free from the requirement to respond to cases to ensure all administrative functions of these roles are completed during rostered periods and not days off.
- (c) If Team Managers and Senior Team Managers are required to single-respond at their location they must be provided with Single Responder Training. The vehicle and equipment provided to them must be suitable to their clinical qualification and safe for single-officer operation.
- (d) Any employee that is seconded or relieving in the following positions must have the minimum previous experience of
 - (i) Team Manager – five (5) years on-road of experience
 - (ii) Senior Team Manager – Three (3) years cumulative experience as Team Manager
- (e) AV will provide all employees in this class with frontline operational and human resource management training through a recognised diploma-level course or sponsor the costs to employees of an approved similar course.

- (f) Employees in this class will have access to study leave arrangements.
- (g) To ensure a safe workplace, all employees in this class will be provided initial and annual refresher training in the handling of employee complaints regarding bullying, harassment, discrimination, EEO, and how to have difficult conversations in the workplace to facilitate the early resolution and, management of such complaints.
- (h) The differential relativities of these positions must be restored.

40.11 ESTA Communications Centre Staffing

- (a) To ensure all staff appointed to an SECC in roles such as Duty Manager, Clinician, Communications Support Officer, or administrative roles that are AV employees and not ESTA employees can take screen breaks and have their required meal breaks a minimum of two of each category of employee will be always available on all shifts at each SECC.
- (b) A review of the workload for these employees will be conducted to ensure that adequate FTE staff are employed at any given SECC in these roles.
- (c) The results of the ALS Clinical trial, if deemed a success by the parties to this agreement, will be incorporated into this agreement, and a new classification of ALS Clinician will be created.
- (d) Clinicians holding the CSO qualification will qualify for the dual role payment regardless of the location of the SECC where they work.
(e) All AV employed Communications Centre staff will be entitled to screen breaks of thirty (30) minutes in each one hundred and twenty (120) minutes worked.

41 Accident Make-Up Pay

- 41.6** The current terms of clause 41 under the AV EA 2020 remain unchanged, except that the maximum aggregate term is to be increased to 104 weeks.

Part 5 – Hours of Work, Shift Work, Overtime, and Crib/Meal Breaks

42 Ordinary Hours of Work

42.1 No change to the terms of clause 42.

43 Arranging hours of Work

43.1 Refer to claim 37 above.

44 Maximum Consecutive Shifts

44.1 Refer to claim 37 above.

45 Overtime

45.1 Requirement to Work Overtime

- (a) All overtime worked by operational employees, including full shift overtime, on any weekday (Monday – Friday) will be paid at double the rolled-in hourly rate of pay between.

Any overtime worked between 1800hrs Friday and 0800hrs Monday, including full shift overtime, will be paid at double and one-half the hourly rolled-in pay rate.

All overtime on a public holiday will be paid at triple the rolled-in hourly pay rate.

- (b) The following is to be added to the list of circumstances in the current clause 45.1(c) of the AV EA 2020
- (i) the undesirability of working overtime following a 12 or 14-hour shift, and
 - (ii) the employee's hours of work over the four (4) weeks ending immediately before the employee is required or requested to work the additional hours.

(c) Excessive Overtime

- (i) Once the number of continuous hours worked (including the rostered shift, as well as the hours immediately before and/or after the rostered shift) exceeds the employee's rostered ordinary hours plus four (4) hours, all additional hours worked will be paid at double and one half the rolled-in hourly rate of pay until the employee is released from duty and has had a ten-hour break between duty periods.
- (ii) Where an on-call employee, including an ACO, attends a case or multiple cases during their on-call period for a continuous five (5) hour period without the opportunity to return to their usual place of residence, all time worked in excess of the fifth hour will be paid at the rate of double and one half the rolled-in hourly pay rate.
- (iii) Where an employee is still completing a case at the end of their rostered shift, that employee will immediately be taken out of service and unable to be responded to cases and will be replaced by an oncoming crew to continue the management of patients in their care.
- (iv) All employees that are within forty-five (minutes) of completing either their rostered day or afternoon shift and are not already engaged on a case will be placed on a priority 0 or 1 warning. Where employees are within one (1) hour of completing their night shift and are not already engaged on a case, they will similarly be placed on a priority 0 or 1 warning.
- (d) Time in Lieu (Time Bank) for non-operational employees will be accumulated at the rate of double the actual overtime worked. To be clear, for example, one hour of overtime will equal the employee accruing two (2) hours of time in lieu.
- (e) All operational employees who choose to accrue Time in Lieu (Time Bank) instead of overtime payments will accrue all time at double the amount of overtime worked. To be clear, for example, two (2) hours of overtime will accrue as four (4) hours of Time Bank.
- (f) All operational employees wishing to utilise their accrued Time Bank hours must provide a minimum of two (2) weeks' notice in writing.

Where an employee's request for leave using accrued Time Bank hours is refused for any reason in the first instance, the employee may make another request for a different period with a minimum of two (2) weeks' notice in writing.

If the employee's second request for leave using Time Bank hours is refused for any reason, the employee may make another request for a different period with a minimum of two (2) weeks' notice in writing.

If an employee has made two (2) separate requests for Time Bank hours on two different periods in the calendar year refused, the employee's third request for a different period using timebank hours cannot be denied by the employer, provided that the employee has given a minimum of two (2) weeks' notice in writing and the request nominates a new date to access the entitlement.

- (g) An operational employee may elect to cash in any or all accrued Time Bank hours at any point at the rolled-in hourly pay rate.

- 45.2** Employees must request in writing providing a minimum of two (2) weeks' notice if they wish to utilise an accrued single day off (SDO) as leave.

All operational employees wishing to utilise their accrued SDO hours must provide a minimum of two (2) weeks' notice in writing.

Where an employee's request for leave using accrued SDO hours is refused for any reason in the first instance, the employee may make another request for a different period with a minimum of two (2) weeks' notice in writing.

If the employee's second request for leave using SDO hours is refused for any reason, the employee may make another request for a different period with a minimum of two (2) weeks' notice in writing.

If an employee has made two (2) separate requests for SDO hours on two different periods in the calendar year refused, the employee's third request for a different period using SDO hours cannot be denied by the employer, provided that the employee has given a minimum of two (2) weeks' notice in writing and the request nominates a new date or the employee may elect to cash in the SDO at double and one-half the rolled-in hourly rate of pay.

46 Unsociable Hours Incentive

- 46.1** The amounts payable as an unsociable hour's incentive for shift-working employees will increase to \$200/shift and \$20/hr for on-call employees who are rostered on to work or rostered to be on-call from 1800hrs Friday to 0800 hours Monday.
- 46.2** The unsociable hour's incentive will be payable to casual employees, including ACOs rostered to a period of duty that encompasses the required work hours.

47 On-call

47.1 The on-call allowance will be increased to \$20/hour and will be payable to employees who perform on-call duties, including ACOs rostered to a period of availability.

47.2 Minimum payment when on-call and recalled to attend a case or for administrative duties will be four (4) hours at the applicable overtime rate detailed in claim 45.1(a).

When an employee identifies to Communications staff at an SECC that they have completed a case and are back at their usual place of residence and are subsequently dispatched to a new case, on each occasion, they will be paid four (4) hours minimum payment regardless of whether the preceding four (4) hours have elapsed.

47.3 On-call is rostered requirement for working in an on-call branch, and as such, the on-call allowance will be paid to on-call employees whilst on annual leave as if they are at work.

47.4 When an employee is in an on-call period and has been recalled to duty to attend a case, it must be recognised that those employees are working beyond their rostered shift hours. As such, the crew must only be dispatched to cases outside their local catchment area if that case is a priority 0 or 1.

Additionally, crews that have transported a patient to a location outside of their immediate local catchment area will be cleared to return to their place of residence and not be utilised to do cases outside of their local catchment area whilst returning to their place of residence unless the case required to be attended to is a priority 0 or 1 case.

48 Non-Rostered Call

48.1 Employees engaged in non-rostered call will be remunerated at double the rolled-in hourly pay rate for each hour of non-rostered call, even when not actively engaged in attendance at cases.

48.2 **Employees engaged in non-rostered call are not required to remain at the branch associated with the non-rostered call, but must be available to respond to any case without delay.**

48.3 At the end of the non-rostered call period, the affected employees will be paid a flat payment of one (1) hour's pay at double the rolled-in-rate of pay in addition to any other payments received for the purposes of returning the ambulance vehicle to the branch and de-stocking the vehicle regardless of the amount of time taken to complete this task.

49 Recall

49.1 The terms of the current clause 49 in the AV EA 2020 remain unchanged.

50 Standby

50.1 The terms of the current clause 50 in the AV EA 2020 remain unchanged.

51 Meal Breaks, Crib Time, and Rest Breaks

51.1 Rest breaks will start once the employee has advised the relevant communications staff at the appropriate SECC that they have arrived at their residence. Employees must take the most direct route home.

51.2 **All meal breaks and crib time meal breaks will be of thirty minutes duration regardless of shift length.**

51.3 The window of opportunity (WOO) for crib time breaks will be

(a) for shifts that are ten (10) hours or less in length - opens from the start of the fourth hour of work and closes after the last minute of the sixth hour of work.

(b) for shifts that are greater than ten (10) hours in length

First WOO will open after the commencement of the third hour of work and close at the end of the fifth hour of work

The second WOO for the second crib break will open at the commencement of the eighth hour of work and close at the end of the tenth hour of work.

Between crib time breaks, there must be a minimum of two (2) hours. To be clear, unless agreed to by both employees on a crew, there will be no back-to-back multiple crib time breaks on any shift.

- (c) Where employees are ramped at a hospital during their WOO and have not started or completed a crib time break and are deemed unlikely to commence and finish a crib time break before the WOO closes back at the rostered branch for the day, a meal and thirty (30) minutes to consume that meal in an acceptable location will be provided at the hospital.
- (d) Where an employee is working full shift overtime on any day, the WOOs and WOO penalty will apply, except that it will be paid at one (1) hour, or part thereof, of the rolled-in rate of pay in addition to the applicable overtime rate for that day.

52 Seasonal Ambulance Station

- 52.1 Facilities at seasonal, community, or non-permanent ambulance stations must be of an acceptable level of quality to both work and reside.

53 Daylight Saving

- 53.1 The current terms of clause 53 in the AV EA 2020 remain.

54 Unusual Hours

- 54.1 The current terms of clause 54 in the AV EA 2020 remain.

Part 6 Types of Leave and Public Holidays

Any changes to State or Federal government legislation regarding leave entitlements of any type for any employee that provides for better entitlements than what currently or potentially apply to employees covered by this agreement will immediately alter the terms of the new agreement.

55 Annual leave

- 55.1** The current terms of clause 55 in the AV EA 2020 remain.
- 55.2** Claim 47.3 above be included in clause 55.1(b) of the current AV EA 2020.
- 55.3** The annual leave allocation matrix is to be abolished, and STMs made responsible for allocating leave based on an ASA or LGA arrangement with flexible leave start and finish times. Further, all staff are to have equal access to leave over significant periods, for example, Easter, Christmas, or school holidays over successive years, so no employee is unfairly disadvantaged.
- 55.4** Employees rostered to a shift that finishes after midnight immediately before going on annual leave so that they would finish their shift on the first day of leave can elect to finish at midnight or work and have those hours of leave after midnight recredited to their leave balance.
- 55.5** On-call branches and rural relievers will have annual leave allocated in conjunction with other on-call branches in an ASA or LGA.
- 55.6** Annual leave or ADOs can be taken as a single day, including expired SDOs, and there will be 52 start dates for leave periods of one week or more.

56 Personal Leave

- 56.1** The terms of this clause will apply to casual employees, including ACOs, to a maximum of five (5) days per annum.
- 56.2** The definition of 'registered medical practitioner' will be expanded to include Nurse Practitioner and Pharmacist.
- 56.3** Paid Personal Leave entitlement will be increased to 112 hours in the first year, 168 hours in the second, third, and fourth years, and 200 hours in the fifth and subsequent years.
- 56.4** Employees except casual employees and ACOs may utilise up to five (5) days accrued personal leave in each year of employment without the need

to provide a medical certificate from a registered medical practitioner or a statutory declaration.

56.5 The below clause be inserted into the agreement

56.6 Employees that have a minimum of two (2) calendar years of continuous employment at AV, except casual employees, may elect to cash out their sick leave balance as follows:

- (a) In January of each year, an employee whose sick leave balance at the end of the previous year exceeds two hundred (200) hours may elect to convert the sick leave hours earned during the last calendar year minus those hours used during the year, to monetary compensation.
- (b) No sick leave hours may be converted, reducing the year-end calendar balance below two hundred (200) hours.
- (c) Monetary compensation shall be paid at the rate of 50% and shall be based on the employee's current salary.
- (d) All converted hours will be deducted from the sick leave balance.

56.7 Employees who separate from AV

- (a) for any reason and have been employed for seven years or more shall be compensated for the unused sick leave accumulation from the date of the most recent date of employment with AV in a leave-eligible position at the rate of 50%.
- (b) for any reason and have been employed for less than seven years or more shall be compensated for the unused sick leave accumulation from the date of the most recent date of employment with AV in a leave-eligible position at the rate of 25%.

56.8 Infectious Diseases Leave

The employer will grant an additional employee leave where:

- (a) the employee is unable to attend work due to either contracting an infectious and contagious disease or being quarantined for an infectious and contagious disease; and
- (b) a Registered Medical Practitioner has deemed the disease to be a Group A or Group B notifiable disease under the Public Health and Wellbeing Regulations 2009.

- (c) Notwithstanding sub-clause (a) and (b) above, where the employer reasonably believes that the employee is suffering from an infectious disease and is in such a state of health as to render the employee a danger to any other person in the ordinary course of their duties, the employer will require the employee to absent themselves from the workplace until the employee provides a clearance from a Registered Medical Practitioner.
- (d) Leave granted per the sub-clauses above will be paid unless the employee fails to report the fact that the employee has contracted an infectious and contagious disease.
- (e) In addition to the above, where an employee is certified by a Registered Medical Practitioner is suffering from poliomyelitis or the effects thereof and is unfit for work, the employer may grant a leave of absence for six (6) months on full pay and three (3) months on half pay. Leave given for this purpose, which is more than the amount currently available in the employee's credit, shall not be regarded as a debit. On resumption of work, the employee shall be entitled to a total initial credit of not less than fifteen days.
- (f) In addition to the above, where an employee who is certified by a Registered Medical Practitioner to be suffering from an immunocompromising condition or treatment, where it is likely to be curable, or from Long COVID may be granted twelve (12) months' leave of absence on full pay. Such leave may be conditional on the employee undergoing treatment in a specified health care facility when so recommended by the Medical Practitioner. Leave granted for this purpose, which is more than the amount currently available in the employee's credit, shall not be regarded as a debit. If in the opinion of the Medical Practitioner, the disease is curable, but the employee cannot return to work and will require further treatment, further leave may be granted on such terms and conditions as the employer may determine.

56.8 Transgender Transitioning Support Leave

An employee identifying as transgender and who wishes to permanently adopt a gender that is different from their birth sex is entitled to four weeks paid and a further period of up to fifty-two (52) weeks of unpaid transitioning support leave to undertake the process of transitioning gender or to define their gender identity.

Transitioning support leave may be taken in a single block or one or more blocks. An employee who is entitled to unpaid transitioning support leave may, in lieu of all or part of that leave, utilise recreation leave or long service leave to which they are entitled, provided that the combined total of all leave does not exceed fifty-two (52) weeks. Recreation or long service leave used per this clause may be taken at either full or half pay.

56.9 Bone Marrow and Organ Donor Leave

- (a) An employee will be entitled to paid leave for being an organ or bone marrow donor.
- (b) Where the employee intends to take leave under clause 33.1, the employee must provide the employer with a medical certificate from a Registered Medical Practitioner.
- (c) The maximum amount of time that will be allowable for organ donation leave under this clause is six (6) weeks, and the maximum amount of time allowable for bone marrow leave is one (1) week.
- (d) Leave granted under this clause will count as service for all purposes.

56.10 Sporting Leave

- (a) Leave with pay up to a maximum of two (2) weeks in any two-calendar year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national, or international sporting event.
- (b) The length of absence from work and travel arrangements for participation in sporting events must be agreed upon with the Employer before leave may be granted.

56.11 Study Leave

- (a) The Employer acknowledges that learning and development benefit both the Employee and Employer.
- (b) The Employer may grant any Employee paid leave to undertake an accredited course of study provided by an educational institution or registered training organisation.
- (c) The Employer may grant any Employee time off without loss of pay under this clause for professional development, including Continuing

Professional Development, short courses, micro-credentialing, or other training.

- (d) In determining whether to grant study leave, the Employer will consider matters such as the relevance of the proposed study to the Employee's employment, the development of the Employee's capability and skills, alignment with organisational goals, and the reasonable operational requirements of the Employer.
- (e) The Employer may grant an Employee the following leave entitlement:
 - (i) paid leave to enable travel to and attendance of up to seven (7) hours of classroom activity or related project work per week, and
 - (ii) up to five (5) days paid leave per annum to:
 - (a) prepare for and attend examinations associated with the course of study, or
 - (b) finish major project work required to complete an accredited course of study, professional development, short course, micro-credentialing, or other training.
- (f) The Employer may grant additional leave with or without pay as considered necessary.
- (g) Part-time Employees may be granted Study Leave on a pro-rata basis calculated on the number of ordinary hours worked.
- (h) In determining the amount of any leave to be granted, the Employer will have regard to the course requirements, the Employer's operational requirements, and the development of the Employee.
- (i) Where an Employee undertakes an accredited course of study, professional development, short course, micro-credentialing, or other training, the Employee may be expected to complete some of the course requirements in their own time.
- (j) The paid leave provided for in sub-clause (e) may be used weekly or, with the approval of the Employer, banked to support attendance at intensive courses.

- (k) Study leave will not accrue from year to year and will not be paid out on termination.

56.12 Defence Force Reserve Sick Leave

Any employee who is required to render service with Defence Reserves and who, while so serving, sustains injury or contracts illness necessitating their absence from work beyond the period of leave granted by the employer under the provisions of the VP Act may be granted additional personal leave on the following terms:

- (a) If compensation is not paid to the employee by the appropriate Commonwealth Department regarding such absence, the leave may be granted as additional paid personal leave.
- (b) If compensation is paid and is equal to or exceeds the pay that the employee would have received, had they been granted personal leave, the personal leave shall be granted without pay.
- (c) If compensation is paid and is less than the amount of pay which the employee would have received, had they been granted personal leave, they may be paid an amount equal to the difference, and their personal leave credit reduced as if they had been granted personal leave for such a number of days as is appropriate to the amount of the difference.

57 Compassionate Leave

57.1 Compassionate leave entitlements will be increased to five (5) days.

57.2 Casual employees will be entitled to five (5) days of Compassionate leave if the death of an immediate family member occurs on or within seven (7) days preceding their being rostered for duty.

57.3 Employee Support and Debriefing

- (a) The Employer will provide support and debriefing to Employees who have directly or vicariously experienced a “critical incident” during the course of the work that results in personal distress or psychological trauma. The Employer is committed to assisting the recovery of Employees experiencing distress or trauma following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.
- (b) A critical incident is defined as an event outside the range of usual human experience, which has the potential to overcome a person's

normal ability to cope easily with stress. It may produce a negative psychological response in an employee who was involved in or witnessed, or otherwise deals with and/or is exposed through the course of their duties to the details of such an incident.

- (c) Critical incidents in the workplace environment include, but are not limited to:
 - 1. aggravated assaults; or
 - 2. robbery; or
 - 3. suicide or attempted suicide; or
 - 4. murder; or
 - 5. sudden or unexpected death; or
 - 6. hostage or siege situations; or
 - 7. discharge of firearms; or
 - 8. vehicle accidents involving injury and/or substantial property damage; or
 - 9. acts of self-harm by persons in the care of others; or
 - 10. industrial accidents involving serious injury or fatality; or
 - 11. accounts of sexual violence; or
 - 12. accounts of child abuse and domestic violence; or
 - 13. any other serious accidents or incidents.
- (d) An employee attending a critical incident will have access to a flexible rostering arrangement for two shifts immediately following that rostered shift.
- (e) The arrangement referred to in sub-clause (d) is intended to facilitate their welfare requirements and contact with support services. The arrangement may include paid absence from the workplace and/or removal from rostered operational duties.

58 Family Violence Leave

58.1 The below clause will replace the existing terms of clause 58 of the current AV EA 2020.

58 Family and Domestic Violence

58.1 General Principles

- (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. AV is committed to supporting staff that experience family and domestic violence.

- (b) Understanding the traumatic nature of family and domestic violence, AV will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, the experience of, or perceived experience of, family violence.

58.2 Definition of Family and Domestic Violence

- (a) For this clause, family and domestic violence are defined as any violent, threatening, or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a child to hear, witness, or otherwise be exposed to the effects of such behaviour.

58.3 Family and Domestic Violence Leave

- (a) An employee, including a casual employee, experiencing family and domestic violence is entitled to twenty days per year of paid family and domestic violence leave for the purpose of:
 - (i) attending legal proceedings, counselling, and appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or

- (iii) other activities associated with the experience of family and domestic violence.
- (b) In addition, an employee, including a casual employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:
 - (i) accompanying that person to legal proceedings, counselling, and appointments with a medical or legal practitioner;
 - (ii) assisting with relocation or other safety arrangements; or
 - (iii) other activities associated with the family and domestic violence, including caring for children.
- (c) 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.
- (d) Upon exhaustion of the leave entitlement in clause [56.3(a)], employees will be entitled to up to two days of unpaid family and domestic violence leave on occasion.

58.4 Notice and Evidentiary Requirements

- (a) The employee shall give their employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If the employer requires, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as stated in clause 56.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant, or a statutory declaration.
- (c) The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

58.5 Contact person

- (a) AV will nominate a contact person to provide support for employees experiencing family and domestic violence and notify employees of

the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace and receive paid time off work to attend such training.

- (b) An employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, Health and Safety Representatives, or their union delegate.
- (c) Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf and recommend the most appropriate form of support.
- (d) Health and Safety Representatives and union delegates will be provided paid time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

58.6 Individual Support

- (a) In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, AV will approve any reasonable request from an employee experiencing family and domestic violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within AV;
 - (iv) a change to their telephone number or email address to avoid harassing contact; or
 - (v) any other appropriate measure, including those available under existing provisions for family-friendly and flexible work arrangements.
- (b) An employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered:
 - (i) access to professionals explicitly trained in family and domestic violence through the VACU Program; and

- (ii) a resource pack containing information in relation to external support agencies, referral services, and other local employee support resources.
- (c) AV will develop guidelines to supplement this clause which details the appropriate action to be taken if an employee reports family and domestic violence.

58.7 Workplace Safety

- (a) AV will implement a workplace safety plan with specific measures to minimise the risk that employees will be subject to violent or abusive behaviour at work and protocols for dealing with a crisis situation.

59 Parental Leave

59.1 Birth Related or Adoption paid Parental Leave for Primary Carers to be increased to twenty-eight weeks.

59.2 Concurrent/partner Leave be renamed as 'Secondary Carer' leave.

59.3 Secondary Carers are entitled to half the paid leave entitlement of Primary Carers and the remainder up to a cumulative maximum of fifty-two (52) of unpaid leave.

59.4 The following term be inserted into the agreement

59.5 Grandparents Leave

An employee is entitled to a period of up to fifty-two (52) weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee to provide care and assistance to the parent or grandchild and may use any annual leave or long service leave entitlements at full or half pay which they have accrued.

59.6 The following term be inserted into the agreement

59.6 Assisted Reproductive Treatment

- (a) An employee who presents a medical certificate stating that they are undergoing assisted reproductive treatment is entitled to eighty hours (80) of paid leave per year to attend appointments associated with the treatment.

- (b) An employee who is an intended parent or whose Spouse is undergoing assisted reproductive treatment and provides a medical certificate stating such will, in addition to any other leave, be entitled to paid leave up to twenty (20) hours per year to enable the employee to attend such appointments.
- (c) The employee must provide a medical certificate from a Registered Health Practitioner to cover the absence.
- (d) The employer will be flexible enough to allow the employee to leave work and return on the same day.
- (e) An employee undergoing assisted reproductive treatment may request alternative duties or vary the employee's pattern of hours for the treatment period, and the employer must give genuine consideration to the request.

59.7 The following term be inserted into the agreement

59.7 Personal Illness during Pregnancy

A pregnant employee, not on parental leave, who is suffering an illness, whether related to the pregnancy or not, may take any paid personal leave and any unpaid parental leave as a Registered Medical Practitioner certifies as necessary and is entitled to reduce her ordinary hours of work as a Registered Medical Practitioner certifies as necessary.

59.8 The following term be inserted into the agreement

59.8 Permanent Care Leave

An Employee will be entitled to access parental leave under this clause at a time agreed with the Employer if they:

- (a) are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the Children, Youth, and Families Act 2005 (Vic) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia, and
- (b) will be the Primary or Secondary Caregiver for that Child.

59.9 The following term is to be inserted into the agreement

59.9 Keeping in Touch Days

- (a) The employer and employee may agree for an employee to participate in up to ten (10) paid keeping-in-touch days any time after six weeks from the child's date of birth or placement to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be in accordance with section 79A of the FW Act.
- (c) The employee will be paid at their rolled-in rate for this time and can extend their paid parental leave but not extend their total period of parental leave.

59.10 Employees on parental leave without pay may elect to work casual shifts.

60 Paid Lactation Breaks

60.1 Existing terms of clause 60 in AV EA 2020 remain unchanged.

61 Reimbursement of Child Care Expenses

61.1 The cap on childcare expenses in this clause of the current AV EA 2020 be removed and changed to all reasonable documented related expenses.'

61.2 This clause will apply to on-call employees who are recalled to duty.

62 Long Service Leave (LSL)

62.1 There will be more opportunities for employees to access LSL entitlements, including taking them as single days off.

62.2 Employees working an FWA who go on LSL will be remunerated at the rate of their original or best employment contract and hours before going on an FWA, even if the current FWA is the latest in a series of FWAs.

- 62.3 Non-operational staff that incurs a public holiday whilst on LSL will have the hours of the public holiday reccredited to their LSL balance.
- 62.4 The employer will not deny an employee's request for LSL except in cases of extreme operational staffing issues, which the employer must put in writing detailing the staffing issues. Employees may utilise the dispute process where LSL has been refused.
- 62.5 The employee is not required to provide reasons for LSL request unless in cases of extreme staffing issues.

63 Public Holidays

- 63.1 Existing terms of clause 63 in AV EA 2020 remain unchanged.

64 Public Holidays and Leave in Lieu of Payments and Penalties

- 64.1 Existing terms of clause 64 in AV EA 2020 remain unchanged.

65 Accident Compensation Leave

- 65.1 Existing terms of clause 65 in AV EA 2020 remain unchanged.

66 Jury Service Leave

- 66.1 Existing terms of clause 66 in AV EA 2020 remain unchanged.

67 ANZAC Leave

- 67.1 Existing terms of clause 67 in AV EA 2020 remain unchanged.

68 Australian Defence Force Leave

- 68.1 Existing terms of clause 68 in AV EA 2020 remain unchanged.

69 Cultural and Ceremonial Leave

69.1 Existing terms of clause 69 in AV EA 2020 remain unchanged.

70 Attendance at Court or Board of Inquiry

70.1 Existing terms of clause 70 in AV EA 2020 remain unchanged.

71 Special Leave

71.1 An Employee may be granted leave with or without pay by the Employer for any purpose.

71.2 Leave under this clause may be granted for purposes including but not limited to:

- (a) cultural and religious purposes; or
- (b) activities inherently associated with an Employee's disability not already provided for by specific leave entitlements under this Agreement or otherwise agreed with the Employer; or
- (c) paid family violence leave for casual employees.

71.3 Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

71.4 Leave Without Pay

- (a) An employee may be granted leave without pay. Any leave without pay granted under this provision shall not count as service other than as provided elsewhere in this Agreement or the employer directs that the periods shall be included.
- (b) An employee may be unattached from their position when taking a period of leave without pay exceeding twelve (12) months but will return to a position that has the same classification level, same

remuneration, similar duties, and at the closest practicable location to the position, they held before proceeding on leave without pay.

- (c) The employee's request and the employer's response to a request made under this clause must be in writing.
- (d) The employer will provide the employee with a written response to such request as soon as practicable.
- (e) The employer may refuse a request made only on reasonable business grounds and will include details for the refusal and any supporting materials used to deny the request in the written response provided to the employee.

Part 7 - Superannuation

72 Superannuation

- 72.1** Existing terms of clause 70 in AV EA 2020 remain unchanged except where explicitly mentioned in other claims in this log.
- 72.2** AV will update ESSS about an employee's change in position, remuneration, and employment status (FT, PT, FWA, Cas) within 4 weeks of the change.

Part 8 – Performance and Disciplinary Procedure

73 Performance Management Process

- 73.1** The following clause will replace the current clause 73 in the AV EA 2020]

- 73.1 Management of Unsatisfactory Work Performance**

- 73.1 The purpose of this clause is to:**

- (a) support Employees with unsatisfactory work performance to improve their performance to the required standard; and
- (b) ensure that unsatisfactory work performance is addressed expeditiously; and

- (c) reflect the public sector values of integrity, impartiality, accountability and respect to ensure that employees are treated fairly and reasonably; and
- (d) provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard.

73.2 Application

- (a) Subject to applicable Victorian and federal legislation, action taken by the Employer concerning unsatisfactory work performance will be consistent with this clause.
- (b) This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

73.3 Referred unsatisfactory work performance matters

The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance per clause 74 (Management of Misconduct). Once the Employer has made an election under this clause, any matters arising under the process in this clause may be considered under clause 74 (Management of Misconduct).

73.4 Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to behave in the ways described in the Code of Conduct for Victorian Public Sector Employees as issued under section 61 of the Public Administration Act 2004 or perform to the required standards or expectations of their role.

73.5 Procedural fairness to apply

- (a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.
- (b) All parties involved in the process will commit to completing it as quickly as practicable.
- (c) Before commencing formal unsatisfactory work performance processes, the Employer must:
 - (i) tell the Employee the purpose of the meeting; and

- (ii) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in clause 24.9; and
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and
 - (i) allow the Employee the opportunity to provide details of any mitigating circumstances.
- (d) The Employer must consider any reasonable explanation of any failure by the Employee to participate before deciding under this clause.

73.6 Employee Representation

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the formal review meetings of the unsatisfactory work performance management process.

73.7 Prior to commencing the process

Before initiating the formal unsatisfactory work performance process, the Employer must:

- (a) consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem; and
- (b) have a reasonable expectation that the Employee can meet the required level of performance. If the Employer and Employee agree that the Employee is not capable of meeting the required level of performance, the Employer may reassign the Employee to a suitable alternative position where reasonably practicable. The suitable alternative position may be at a lower grade should both the Employer and Employee agree.

73.8 Commencing the formal unsatisfactory work performance process

Where the Employer considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Employer may proceed to manage the Employee's unsatisfactory work performance following formally, but not limited to, all or some of the following measures:

- (a) increased supervision; or
- (b) changes to the Employee's performance plan; or
- (c) mentoring; or
- (d) training and professional development; or
- (e) increased feedback; or
- (f) coaching; or
- (g) performance improvement plan.

73.9 First stage – formal counselling

- (a) The first stage of formal management of unsatisfactory work performance is Formal counselling of the Employee. The Employer must:
 - (i) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage; and
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
 - (iv) allow the Employee to improve within a reasonable timeframe.
- (b) The Employee will be advised of the consequences of not improving their Performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
- (c) A record of the formal counselling session will be placed on the Employee's Personnel file.
- (d) The formal counselling record must indicate the following:
 - (i) the standard expected of the Employee; and
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance, including that continued or repeated

unsatisfactory work performance may result in termination of the Employee's employment.

- (e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 73.9(a)(iv), the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- (f) A copy of this notification will be placed on the Employee's personnel file for a period of twelve months only.

73.10 Second stage – formal written warning

- (a) The Employee will be given a formal written warning by the Employer, if:
 - (i) the Employee's performance has not improved within the reasonable period following formal counselling per clause 73.9(a)(iv); or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The Employer must:
 - (i) advise the Employee of the unsatisfactory work performance; and
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe, and
 - (iv) allow the Employee to improve within a reasonable timeframe.
- (c) The formal written warning must indicate the following:
 - (i) the standard expected of the Employee; and
 - (ii) where and how the Employee is not meeting this, and

- (iii) the consequences if the Employee fails to improve their performance, including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (d) The written warning will be placed on the Employee's personnel file.
- (e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 23.10(b)(iv), the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- (f) A copy of this notification will be placed on the Employee's personnel file for a period of twelve months only.

73.11 Third stage – final warning

- (a) The Employee will be given a final written warning by the Employer if:
 - (i) the Employee's performance has not improved within the reasonable time period following receipt of a formal written warning per clause 24.10(b)(iv); or
 - (ii) the Employee engages in further unsatisfactory work performance.
- (b) The Employer must:
 - (i) advise the Employee of the unsatisfactory work performance; and
 - (ii) outline the standard required of the Employee; and
 - (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and

- (iv) allow the Employee to improve within a reasonable timeframe.
- (c) The final written warning must indicate the following:
 - (i) the standard expected of the Employee; and
 - (ii) where and how the Employee is not meeting this standard; and
 - (iii) the consequences if the Employee fails to improve their performance, including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- (d) The final written warning will be placed on the Employee's personnel file for a period of twelve months only.
- (e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 73.11(b)(iv), the Employer will notify the Employee that:
 - (i) the formal unsatisfactory work performance process has been completed; and
 - (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- (f) A copy of this notification will be placed on the Employee's personnel file.

73.12 Determination of unsatisfactory work performance outcome

- (a) If the Employee's performance has not improved within the reasonable time following the process set out in clauses 73.9 and 73.10 and on receipt by the Employee of the final written warning under clause 73.11, the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.
- (b) After considering the Employee's performance and response (including any failure to respond following clause 73.12(a)), the

Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.

- (c) The possible outcomes are:
 - (i) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range;
or
 - (ii) termination of the Employee's employment.
- (d) The Employer will advise the Employee of the unsatisfactory work performance outcome in writing, and a copy will be placed on the Employee's personnel file.

73.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with clause 11 (Resolution of Disputes) when any of the following are placed on the Employee's personnel file under this clause (this may include whether clause 73.5 has been complied with in the Employer coming to a decision):

- (a) a record of formal counselling; or
- (b) a formal written warning; or
- (c) a final written warning; or
- (d) a notification given to the Employee as per clauses 73.9(e), 73.10(e) or 73.11(e); or
- (e) a record of unsatisfactory work performance outcomes.

74 Disciplinary Process

74.1 The current clause 74 of the AV EA 2020 be renamed and replaced with

74 Management of Misconduct

74.1 The purpose of this clause is to:

- (a) establish procedures for managing misconduct or alleged misconduct of an Employee; and

- (b) provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace; and
- (c) reflect the public sector values of integrity, impartiality, accountability and respect to ensure that Employees are treated fairly and reasonably; and
- (d) manage the Employee's performance per this clause 74 instead of clause 73 (Management of Unsatisfactory Work Performance), where the Employer determines that it would be more appropriate.

74.2 Application

- (a) Subject to applicable Victorian and federal legislation, action taken by the employer about misconduct will be consistent with this clause.
- (b) This clause applies to all Employees, including casual Employees and Employees subject to a probationary period of employment.

74.3 Meaning of misconduct

For this clause, misconduct includes:

- (a) a contravention of a provision of the PAA (Vic), the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment; or
- (b) improper conduct in an official capacity; or
- (c) a contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to provide that direction; or
- (d) an Employee making improper use of their position for personal gain; or
- (e) an Employee making improper use of the information they acquired under their position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the VPS or the public sector.

74.4 Referred matters under clause 73

Any matters arising under the management of unsatisfactory work performance process in clause 73 may be considered in the misconduct process under clause 74.

74.5 Employee representation

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the misconduct process.

74.6 Procedural Fairness to Apply

- (a) The process for managing Employee misconduct will be consistent with the principles of procedural fairness.
- (b) All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- (c) The Employer will:
 - (i) advise the Employee of the purpose of any meetings; and
 - (ii) provide the Employee with a copy of the formal process to be followed; and
 - (iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice at any stage of the misconduct process; and
 - (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.
- (d) The Employer must consider any reasonable explanation of any failure by the Employee to participate before deciding under this clause 74.

74.7 Directions

- (a) Where Employee misconduct is alleged, the Employer may do any of the following:
 - (i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required by clause 74.10; and/or
 - (ii) determine that it is appropriate to immediately commence an investigation of the alleged misconduct under clause 74.10; and/or

- (iii) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or
 - (iv) direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or
 - (v) suspend the Employee with pay which for clarity is the rolled-in-rate of pay.
- (b) If the Employer suspends the Employee with pay under clause 74.7(a)(v), the Employer will:
 - (i) review this decision no later than a date that is four weeks after the commencement of the suspension; and
 - (ii) confirm whether the suspension will continue or is no longer necessary.
- (c) The Employer will continue to review any decision regarding an Employee's suspension every four weeks after that until the end of the misconduct process per this clause 74.

74.8 Advising the Employee

- (a) As soon as practicable after an allegation of misconduct has been made and the Employer has determined under clause 74.7(a)(i) or clause 74.7(a)(ii) that an investigation is required, the Employer will advise the employee of the alleged misconduct in writing.
- (b) The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold it to protect any other person's privacy, consistent with Federal or State legislation.

74.9 Admissions by Employee

- (a) The Employee may elect to admit the alleged misconduct at any stage.
- (b) If the Employee admits the alleged misconduct, the Employer may:
 - (i) determine that further investigation is required (for example, to investigate partial admissions, mitigating circumstances or other relevant issues); or

- (ii) may proceed immediately to the determination of the misconduct clause 74.12 by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings under clause 74.11.

74.10 Investigation of alleged misconduct

- (a) Where an investigation is required, the Employer will appoint a person to investigate the alleged misconduct. Where appropriate, the employee's immediate manager may conduct the investigation. The designated person must not have any prior personal involvement in the matter.
- (b) The Employer will allow the Employee to speak to the investigator if the Employee wishes to do so.
- (c) The investigation may include the following:
 - (i) collecting any relevant materials; and
 - (ii) speaking with the Employee; and
 - (iii) speaking with any relevant witnesses; and
 - (iv) providing the Employee with specific particulars to allow the Employee to appropriately to the alleged misconduct properly; and
 - (v) seeking an explanation from the Employee; and
 - (vi) investigating any explanation made by the Employee to verify the explanation so far as possible.
- (d) Concerning each allegation of misconduct, the investigator will make findings as to whether:
 - (i) the allegation is substantiated; or
 - (ii) the allegation is not substantiated.
- (e) Where the investigator finds that an allegation is not substantiated, which is accepted by the Employer, the misconduct process will conclude concerning any such allegation, and the Employee will be informed accordingly.

- (f) Where the investigator finds that the allegation is substantiated, the Employer will consider this information and propose a disciplinary outcome.

74.11 Opportunity for response by Employee

- (a) As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome. The Employee will be provided with sufficient information to allow them a reasonable basis to respond.
- (b) The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

74.12 Determination of discipline outcome

- (a) The Employer will consider the following:
 - (i) the findings of the investigator; and
 - (ii) any recommendations as to the appropriate disciplinary outcome; and
 - (iii) any response of the Employee (including any admission of misconduct under clause 74.9); and
 - (iv) any prior disciplinary outcomes,

and then determine the discipline outcome that is to apply to the Employee. The disciplinary outcome must not be disproportionate to the seriousness of the matter.

- (b) The possible discipline outcomes are:
 - (i) no action; or
 - (ii) performance management; or
 - (iii) formal counselling; or
 - (iv) (iv) formal warning; or
 - (v) final warning; or

- (vi) assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range:
 - Where no suitable positions are available at the Employee's existing work location, the disciplinary outcome may also include a transfer of the Employee, with or without their agreement, to a different work location.
 - Where the disciplinary outcome includes a transfer of the Employee to a different work location, this will not preclude the Employee from being entitled to payment of any applicable relocation allowance.
- (vii) transfer of the Employee with or without their agreement to a different work location at the Employee's current classification level
- (viii) termination of employment.
- (c) To avoid a more severe disciplinary outcome being applied to an Employee, the Employer may apply the discipline outcomes listed in clause 74.12(b)(ii) to 74.12(b)(vii) together to form a single disciplinary outcome.
- (d) The Employer will advise the Employee of the discipline outcome in writing, and a copy will be placed on the Employee's personnel file.

74.13 Informing the Employee who raised the allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, the Employer must advise that Employee that the allegation has been dealt with in accordance with this clause and may provide the Employee with other information as is reasonably practicable.

74.14 Disputes

- (a) Any dispute arising under this clause may only be dealt with by clause 9 (Resolution of Disputes) when any of the following are placed on the Employee's personnel file under this clause (this may include whether clause 74.6 has been complied with in the Employer coming to a decision):
 - (i) a record of formal counselling; or

- (ii) a formal written warning; or
 - (iii) a final written warning; or
 - (iv) a record of discipline outcome.
- (b) Despite clause 74.14(a), a party to a misconduct investigation may use clause 9 (Resolution of Disputes) over the application of clause 74.6(b) when:
 - (i) a misconduct investigation under clause 74.10 has not been completed within six months of the Employee being advised of alleged misconduct under clause 74.8, and
 - (ii) the party considers the other party unreasonably caused the delay.

74.15 Potential criminal conduct

Where alleged misconduct is the subject of a process under clause 74 and is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of the misconduct process under clause 74. Still, the Employer may exercise its discretion to do so.

75 Procedural Fairness

75.1 The terms of clause 75 in the existing AV EA 2020 remain unchanged.

Part 9 Other Terms and Conditions

76 Lost, Stolen, and Damaged Property

76.1 The maximum claimable amount for any item will be increased to \$2000.

77 Training and Development

77.1 Professional development and training sessions will be provided face-to-face for all employees in bullying, harassment, discrimination, and equal opportunity employment annually. Where the employee is a manager, that training will also include managing such issues and having difficult conversations in the workplace.

- 77.2** AV will continue to mandate education and professional development be undertaken in relation to certain topics deemed critical to initial engagement and ongoing employment within the agency. Where such a requirement is imposed, it will be conducted in work time or otherwise at no cost to the employee, in accordance with AV policy.
- 77.3 From the commencement of the second year of this Agreement, a Professional Development Allowance (PDA) will be paid directly to eligible registered paramedics on a fortnightly basis.
- 77.4 An eligible registered paramedic, whose registration enables the paramedic to both use the protected title and practice as a paramedic, is entitled to the PDA if they are a:
- (a) Permanent full-time registered paramedic; or
 - (b) Temporary full-time registered paramedic with greater than 12 months' continuous service; or
 - (c) Permanent part-time registered paramedic who works at least 15.2 hours, or
 - (d) Temporary part-time registered paramedic with greater than 12 months' continuous service who works at least 15.2 hours per fort night.
- 77.5 Eligible part-time employees are entitled to the PDA on a pro rata basis.
- 77.6 The PDA will be paid during periods of paid leave but is not to be included when calculating leave loading, allowances, penalty rates or overtime. This allowance is also not included in the calculation of superannuation.
- 77.7 Eligible employees will be entitled to the following PDA from 1 February 2025:
- (a) employees in on-call branch locations (including officers appointer to or seconded into relieving positions at these locations) - \$3,395 per annum
 - (b) employees in regional locations (regional 24-hour branches) - \$2,714 per annum
 - (c) employees in metro branches (not required to do on-call) - \$2,034 per annum.

78 Changing time

78.1 The changing time provision will be increased to twenty (20) minutes.

78.2 Where the employee has incurred incidental as a shift extension, the changing time will be paid as overtime at the applicable rate.

79 Fleet

79.1 ACO Team leaders will be paid four (4) hours per week to restock and clean the interior and exterior of the branch's ambulance. Otherwise, the terms remain unchanged.

79.2 All non-patient transporting fleet vehicles be transitioned to a low emissions technology fleet over the life of the agreement.

79.4 If, during the life of this agreement, a patient transport vehicle that is suitable to AV's diverse operating environments becomes available, this cohort of the fleet should also transition to low emissions technology.

80 Ambulance Subscription Service

80.1 The terms of clause 80 in the existing AV EA 2020 remain unchanged.

81 VACIS Tablets

81.1 Should the VACIS device be changed to a tablet device, this will be a personal issue for all road staff.

82 Right to Disconnect Outside of Effective Working Hours

82.1 AV must respect employees' periods of leave and rest days.

82.2 Other than in emergencies or genuine welfare matters, employees must not be contacted outside of the employee's work hours.

82.3 Employees are not required to read or respond to emails, mobile phone texts, or phone calls outside their effective working hours.

- 82.4** A new system of advising employees of overtime opportunities rather than through the use of mobile phone texts must be developed by AV.
- 82.5** Where mobile phone texts are still required to notify employees of overtime opportunities, employees will regularly be provided with the option of opting out of receiving such text messages.