



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ambulance Victoria
(AG2022/804)

AMBULANCE VICTORIA (MANAGEMENT AND ADMINISTRATIVE STAFF) ENTERPRISE AGREEMENT 2021

Ambulance and patient transport

COMMISSIONER CIRKOVIC

MELBOURNE, 29 MARCH 2022

Application for approval of the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2021

[1] Ambulance Victoria (the Applicant) has made an application for approval of an enterprise agreement known as the *Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2021* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 24 March 2022.

[3] On 24 March 2022, my Chambers sent correspondence to the parties seeking to address concerns with certain aspects of the Agreement and invited the parties to address these matters. The concerns were as follows:

- Chambers sought an amended agreement signature page that contained the employee representatives' postcode and state as required by *Fair Work Regulation 2.06A*.
- Chambers sought lodgement of a Form F18 from employee representative organisations who were involved in bargaining but had not lodged a Form F18 with the Commission.
- Chambers sought and received copies of voting materials sent to employees to ensure agreement pre-approval requirements regarding the provision of the NERR, notice of vote and the provision of the agreement were met.
- Parties were notified that should the Agreement be approved the model consultation term will be included.
- Clause 60.1 and 60.4 regarding public holidays, clause 66.3(b) regarding long service leave and clause 24.6 regarding deduction upon termination may be

inconsistent with the National Employment Standards (NES) however the NES precedence term contained at clause 5.2 is deemed sufficient to resolve these BOOT concerns.

- Chambers sought and received submissions on better off overall concerns regarding part-time overtime entitlement and the time off in lieu for grade 1.1 employees.

[4] As the Agreement does not contain a consultation term which meets the requirements of s.205 of the Act, the model consultation term is taken to be a term of the Agreement.

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

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 24 October 2025.



COMMISSIONER

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<AE515510 PR739784>

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

**AMBULANCE VICTORIA (MANAGEMENT
AND ADMINISTRATIVE STAFF)
ENTERPRISE AGREEMENT 2021**

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PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1 Agreement Title

The Agreement will be known as the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2021.

2 Definitions

"ADO" means Accrued Day Off.

"AEA-V" means Ambulance Employees Australia Victoria

"Agreement" means the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2021

"AMPA" means Ambulance Managers and Professionals Association

"AV" means Ambulance Victoria.

"CAA" means Commuted Availability Allowance.

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

"Employee" means an Employee of AV who is covered by clause 4.1 of this Agreement.

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

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

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

"FWC" means the Fair Work Commission.

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

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

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

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

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

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

3 Commencement Date and Period of Operation

- 3.1 The Agreement will come into effect seven days from the date of approval by FWC and will nominally expire on 24 October 2025.
- 3.2 Negotiations for a replacement agreement shall commence six (6) months prior to the nominal expiry of the Agreement. This Agreement shall remain in force until replaced by a new Agreement.
- 3.3 AV will have the responsibility for initiating and convening meetings for the purpose of commencing negotiation.

4 Application of Agreement and parties bound

- 4.1 The Agreement will apply to AV and its Employees who are employed in a classification of work which is set out in Schedule B and Schedule C. It will not apply to any person currently employed on a GSERP Contract.

5 Relationship with Previous Awards and Agreements

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

6 No Further Claims

- 6.1 This Agreement is reached in full and final settlement of all matters subject to claims by either Party and for the life of this Agreement and no further claims will be made or supported by the Parties.
- 6.2 Clause 6.1 is not intended to inhibit, limit or restrict AV's right or ability to introduce change in the workplace, subject to AV meeting its consultation obligations set out in clause 10 of this Agreement.

7 Anti-Discrimination

- 7.1 The Parties to this Agreement respect and value the diversity of the work force protecting against unfair treatment and helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure, the parties must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.
- 7.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
 - (b) an Employee, AV or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Australian Human Rights Commission;
 - (c) the exemptions in s.351(2) of the Fair Work Act.

8 Bullying and Harassment

- 8.1 AV is committed to providing a workplace that is free from bullying and harassment.
- 8.2 AV will continue to develop and put in place measures designed to prevent workplace bullying and harassment.
- 8.3 AV's Codes of Conduct, Policies and Procedures describe particular behaviour which is not acceptable. An Employee must not engage in behaviour which constitutes bullying or harassment.
- 8.4 Where an internal complaint of bullying and/or harassment is raised, AV will determine the next appropriate steps, which may include a review, investigation or any other process which is deemed appropriate to resolve the matter.
- 8.5 The management of a complaint under this clause, including any investigation where applicable, shall be undertaken consistent with the principles of procedural fairness and natural justice and in accordance with clause **12.3**, Procedural Fairness.
- 8.6 All parties will be notified when the complaint process is finalised.
- 8.7 Disciplinary or restorative actions for findings of workplace bullying and/or harassment may be taken in accordance with clauses **12.2(e)** to **12.2(g)** (Disciplinary Process).

9 Gender Equality

- 9.1 The Parties to this Agreement respect and value promoting, encouraging, and facilitating the achievement of gender equality in the workplace. As set out in s.3 of the *Gender Equality Act 2020* (Vic) (**Gender Equality Act**), gender equality is defined as equality of rights, opportunities, responsibilities and outcomes between persons of different genders.
- 9.2 AV will undertake a Workplace Gender Audit to assess the state and nature of gender inequality in the workplace as required by s.11 of the Gender Equality Act. Based on the insights from the audit, AV will take action towards achieving gender equality.
- 9.3 In fulfilling its obligations under the Gender Equality Act, AV will:
- (a) develop and implement a Gender Equality Action Plan, which includes:
 - (i) results of the workplace gender audit; and
 - (ii) strategies and actions for promoting workplace gender equality.
 - (b) prepare and publish a report on progress against the measures and strategies in its Gender Equality Action Plan and other matters set out in s.19 of the Gender Equality Act, to be made available to Employees and Employee Representative/s;

- (c) consider and promote gender equality in policies, programs and services that are provided to the public or have a direct and significant impact on the public; and
- (d) assess the gender impact when developing or reviewing any AV policies, programs or services that have a direct and significant impact on the public.

9.4 When developing strategies and measures to promote gender equality, AV will consider other forms of disadvantage or discrimination that a person may experience due to other characteristics that may compound gender equality. These include race, Aboriginality, religion, ethnicity, disability, age, sexual orientation and gender identity.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10 Consultation and Implementation of Change

- 10.1 Where AV is intending to restructure the workplace, introduce new technology, change existing work practices or introduce a change to the regular roster or ordinary hours of work of Employees, AV will advise the affected Employees and their Employee Representative/s (where applicable), of the intended changes as soon as practicable after the proposal has been made.
- 10.2 AV will advise the affected Employees and their Employee Representative/s of the likely effects on the Employees' working conditions and responsibilities. AV will advise of the rationale and intended benefits of any change.
- 10.3 AV will consult with affected Employees and their Employee Representative/s (where applicable), in relation to the implementation of the change and give prompt consideration to matters raised by Employees or Employee Representative/s. Where there is a proposed change to the regular roster or ordinary hours of work of Employees, AV will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and will consider any views given by the Employees about the impact of the change.
- 10.4 Where AV deems it to be appropriate, Employees will be provided with training to assist them to integrate successfully into the new structure or working arrangements.
- 10.5 In accordance with this clause, Employees and/or their Employee Representative/s may submit alternative proposals, which will meet the specified rationale and benefits of the AV proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made, AV will give due consideration to the alternative proposal(s) and respond in a timely manner.
- 10.6 For the avoidance of doubt, affected Employees may appoint an Employee Representative for the purposes of the procedures in this term. If an Employee appoints an Employee Representative for the purposes of consultation and advises AV of the identity of that Employee Representative, AV will recognise that Employee Representative.
- 10.7 Any dispute concerning the obligations arising under this clause will be dealt with in accordance with the procedure in clause 11 of this Agreement. A dispute over this clause can be initiated by an Employee or Employee Representative.

10.8 Consultative Committee

The Parties agree that, at a minimum, monthly Consultative Committee meetings will be held for AV or the Unions to raise issues arising outside this Agreement. Consultative Committee meetings shall be conducted as follows:

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

10.9 Meeting Provisions

AV recognises that the Consultative Committee in clause 10.8 and any other Working Parties or Committees that may be agreed between the Parties, are predicated on improvements in productivity

and efficiency, the achievement of "Best Practice", job satisfaction and harmonious relationships within AV. The Parties agree that meetings that occur for the purposes of this clause will be conducted as follows:

- (a) An Employee that is authorised to attend on behalf of the Union will attend meetings in paid time.
- (b) Specifically, the Parties agree:
 - (i) Wherever practicable, meetings will be scheduled at times when the Employee authorised to attend on behalf of the Union is working and the Employee will attend in paid time.
 - (ii) When Consultative Committee meetings are scheduled for times when the Employee authorised to attend on behalf of the Union is not working, then the Employee will be paid overtime in accordance with clause **39** for attendance at the meeting.
 - (iii) Notwithstanding how the attendance is facilitated under any of the above clauses, the time allowed to an Employee authorised to attend on behalf of the Union for a meeting under this clause will include one hour preparation time, and attendance time and travel time.
 - (iv) An Employee authorised to attend on behalf of the Union for a meeting under this clause is entitled to claim the Travelling Allowance as per clause **48.1**.
 - (v) In the event that an Employee authorised to attend on behalf of a Union is not able to attend a scheduled meeting for reasons of illness, paid leave or rostered training commitment, then that Employee may authorise another Employee to attend by written proxy.

11 Resolution of disputes and grievances

- 11.1 A dispute between AV and Employees, or an individual grievance, about a matter arising under this Agreement or the National Employment Standards must be dealt with in accordance with this clause.
- 11.2 This includes a dispute about whether an employer had reasonable grounds to refuse a request for flexible working arrangements.
- 11.3 A party to the dispute or grievance may appoint a representative for the purposes of the procedures in this clause.
- 11.4 An industrial association may raise and be a party to a dispute in its own right or in a representative capacity for an Employee or Employees.
- 11.5 While a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice existing immediately prior to the action giving rise to the dispute or grievance, until the dispute or grievance is resolved or withdrawn (Status Quo). This does not apply to an Employee who has a reasonable concern about an imminent risk to his/her health or safety and has advised AV of this concern. AV may direct an Employee to perform different work or work at a different location on full pay, if it is reasonable to do so to protect the health, safety or welfare of Employees.

11.6 Grievance Process

- (a) The dispute or grievance must first be discussed by the aggrieved Employee(s) with their immediate supervisor(s). In the case of a dispute or grievance brought under or in relation to the application of clause **12.1**, **12.2** or **12.3**, an employee can proceed straight to step **11.7** of this procedure, subject to the Employee providing notice to AV of its intention to lodge a dispute or grievance in relation to those provisions.
- (b) If the matter is not settled, or if it is inappropriate for the dispute/grievance to be discussed with the immediate supervisor(s), the Employee(s) can require that the matter be discussed with another AV appointed representative for the purposes of this procedure.

11.7 Conciliation

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

11.8 Arbitration

- (a) If the dispute or grievance cannot be resolved by conciliation then either party may refer the dispute or grievance to the FWC for arbitration and the FWC is authorised to proceed to deal with the dispute or grievance by arbitration.
- (b) A dispute or grievance arising under clause **12.1** or **12.2** may only be dealt with in accordance with clause **11.8(a)** when any of the following disciplinary outcomes have been imposed (such a dispute or grievance may include whether clause **12.3** has been complied with by AV coming to a decision):
 - (i) Formal counselling steps in **12.1(c)(i)** to **12.1(c)(iii)**;
 - (ii) Warning.
 - (iii) Final warning;
 - (iv) First and final warning;
 - (v) Restorative practice where issued in conjunction with any action listed in clause **11.8(b)(i)** to **11.8(b)(iv)**.
- (c) If a dispute or grievance is referred to the FWC for arbitration the FWC will have the power to arbitrate the dispute and exercise any of its powers pursuant to or incidental to sections 589, 590 and 595 of the Fair Work Act 2009 (Cth), and make any order it considers appropriate. In relation to a dispute or grievance under clause **11.8(b)**, in order to make a finding that the disciplinary outcome issued by AV should not apply, the FWC will:
 - (i) review AV's observance of the requirements of clause **12.3**; and/or
 - (ii) determine whether AV has acted unreasonably or unjustly in the circumstances in imposing the disciplinary outcome in clause **11.8(b)**; and
 - (iii) decide whether it should exercise its discretion or not to substitute its view for the outcome imposed by AV.
- (d) Subject to sub clause **11.8(e)** below, the determination of FWC is binding upon the parties.
- (e) An appeal lies to a Full Bench of FWC, with the permission of FWC, against a determination of a single member of FWC made pursuant to this clause.

11.9 Other matters

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

12 Performance, Disciplinary Procedure and Procedural Fairness

12.1 Performance Process

- (a) For the purpose of this clause, work performance means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) Where AV has concerns with an Employee's work performance including that their work performance is unsatisfactory, informal discussion should occur unless it would be

inappropriate in view of the nature of the concerns. An employee's request for a support person to assist with informal discussions will not be unreasonably refused. Where AV has concerns that an Employee's work performance is unsatisfactory and informal discussion or further informal discussion is inappropriate it may institute formal counselling in accordance with this clause.

- (c) The formal counselling process will include the following steps:
 - (i) First warning;
 - (ii) Second warning;
 - (iii) Third warning.
- (d) If the Employee's performance does not improve to the required level following formal counselling disciplinary action will be taken in accordance with clause **12.2(e)** of the Disciplinary Process. The matter may proceed straight to termination if the Employee's performance has not improved to the required level after formal counselling.

12.2 Disciplinary Process

- (a) For the purpose of this clause:
 - (i) misconduct includes serious misconduct; and
 - (ii) misconduct has the same meaning as provided in AV's Misconduct Policy (POL/PAC/047)
- (b) Where formal counselling under clause **12.1(c)** or disciplinary action in respect of misconduct arising under this clause is proposed in relation to either unsatisfactory performance or misconduct, AV will notify the employee of the allegations regarding the unsatisfactory performance or misconduct in writing, including specific reasons for the allegations and the evidential basis for the allegations. If it is determined by AV that an investigation into alleged misconduct is required, the investigator appointed by AV must comply with clause **12.3**.
- (c) The Employee will be provided with a reasonable timeframe to respond to any allegations. Where a meeting is convened the employee will be offered the opportunity to have a representative present.
- (d) Where an investigation is conducted by AV, the investigator will make findings in relation to each allegation of misconduct. Where allegations are substantiated, AV will provide an employee with reasonable time to respond to the findings or material and any proposed disciplinary outcome/action.
- (e) Where AV reasonably considers that disciplinary action is necessary in relation to either unsatisfactory performance or misconduct, AV will consider the allegations, reasons, evidence, findings and responses under this clause and:
 - (i) whether there is a valid reason related to the conduct or performance of the Employee justifying the proposed disciplinary action;
 - (ii) any recommendations made by a manager or investigator as to the appropriate disciplinary outcome (if applicable) or the record and outcomes of the performance process under clause **12.1**;
 - (iii) any responses of the Employee (including any admission of misconduct) including any mitigating circumstances.
- (f) The possible discipline outcomes are:
 - (i) No action;
 - (ii) Performance management;
 - (iii) Warning;

- (iv) Final warning;
- (v) First and final warning;
- (vi) Restorative Practices (may include but not limited to);
 - (A) Performance management/Improvement plan;
 - (B) Training/Education;
 - (C) Mediation;
 - (D) Transfer in the case of serious misconduct related to conduct that meets the definition of discrimination under anti-discrimination legislation and/or the definition of bullying under the FW Act;
 - (E) Apology;
 - (F) Team activities;
 - (G) Personal development;
 - (H) Informal catch-up discussions;
 - (I) Coaching or mentoring;
 - (J) Behaviour rectification requirements.
- (g) Termination of Employment.
- (h) Where alleged misconduct that is the subject of a process in accordance with this clause is also the subject of a criminal investigation or criminal proceedings, AV is not required to delay or cease the management of misconduct process under this clause but AV may exercise its discretion to do so.
- (i) Any warnings applied pursuant to clause **12.2(f)** will be removed from an Employee's personnel file after 12 months.

12.3 **Procedural Fairness**

- (a) The management of unsatisfactory performance under clause **12.1** and or misconduct pursuant to clause **12.2**, including any preliminary or formal investigation conducted by AV into alleged misconduct will be undertaken consistent with the principles of procedural fairness and natural justice.
- (b) Further to the obligations arising under clause **12.3(a)**, where AV is managing a work performance and/or disciplinary process under clause **12.1(c)** or clause **12.2**, the following will occur:
 - (i) The Employee will be notified in writing about the purpose of any meetings and the nature of the unsatisfactory work performance and/ or conduct.
 - (ii) AV will provide the Employee a reasonable opportunity to seek advice from a representative of their choice at any stage of either the work performance or disciplinary process.
 - (iii) AV will outline the standard of performance and / or conduct required.
 - (iv) The Employee will have the opportunity to respond to what AV has said.
 - (v) AV will allow the Employee the opportunity to provide details of any mitigating circumstances.
 - (vi) The Employee will be told what changes the Employee needs to make with respect to their performance and / or conduct.

- (vii) The Employee will have opportunity within a reasonable time frame to improve their performance and / or conduct other than where serious misconduct warrants termination of employment.
- (viii) The Employee will be told the consequences if they fail to improve their performance and/ or conduct to the required standard.
- (c) Any investigator appointed to investigate alleged misconduct pursuant to clause **12.2(d)** must, in relation to an investigation:
 - (i) collect relevant materials;
 - (ii) speak with the Employee;
 - (iii) speak with any relevant witnesses;
 - (iv) provide the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct; and
 - (v) investigate any explanation made by the Employee for the purposes of verifying the explanation as far as possible.
- (d) The processes undertaken pursuant to clause **12.2**, including any investigations conducted pursuant to clause **12.2(d)** must be completed by AV in a timely manner.

13 Union Rights / Authorised Union Representative / Union Training

13.1 Protection

The Parties to this Agreement recognise that authorised Union Representatives have a legitimate role in the workplace and are therefore protected under the FW Act when undertaking their duties as an authorised representative.

13.2 Facilities

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

13.3 Employee Representation at AMPA Committee of Management Meetings

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

13.4 Right of Entry

- (a) The parties will comply with the requirements in the FW Act in respect of right of entry for the purposes of the FW Act.
- (b) In exceptional circumstances and subject to AV approval, meetings for the purposes of right of entry under Part 3-4 of the FW Act may occur during paid time.

- (c) Entry for purposes other than pursuant to Part 3-4 of the FW Act, which may include participation in dispute resolution proceedings under this Agreement, may occur by agreement with AV.

13.5 Training Leave

- (a) In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, an Employee who has been nominated by a Union and has been accepted by an accredited training provider to attend a designated trade union training course may be granted up to five (5) days leave on full pay in any one (1) calendar year, provided that the granting of such leave is subject to operational/business requirements.
- (b) The Employee may be granted the leave specified in clause **13.5(a)** where AV is satisfied that the course of training is likely to contribute to a better understanding of industrial relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.
- (c) An Employee may be granted paid leave under this clause in excess of five (5) days and up to ten (10) days in any one (1) calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten (10) days.

13.6 Induction Program

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

14 Occupational Health and Safety Training

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

PART 3 – EMPLOYMENT ARRANGEMENTS

15 Employment Categories and Entitlements

15.1 Employees under this Agreement may be employed in any one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed-term employment.

15.2 At the time of engagement, the Employee shall be provided in writing with the terms of their engagement, including their employment category.

15.3 AV shall notify the Employee in writing of any alteration to their classification and/or terms of employment not later than the operational date of such alteration.

16 Full-Time Employment

16.1 A full-time Employee is one who is employed to work a full week of 38 hours, in accordance with clause 35 of this Agreement.

17 Part-Time Employment

17.1 Provisions relating to salary, leave and all other entitlements contained within this Agreement shall apply to part-time Employees on a pro-rata basis.

17.2 Part-time employment shall be for not less than 4 consecutive hours in any one (1) day, except in exceptional circumstances, with the agreement of the Employee.

17.3 Part-time employment shall be worked only by agreement between the Employee and AV, where that agreement specifies:

- (a) an agreed roster specifying the days in each fortnight on which the Employee will work, the hours of those days upon which the Employee will work, and the number of hours the Employee will work on each day he or she works; and
- (b) agreed processes for the variation of hours of work.

17.4 Such agreed rostered hours shall be considered the Employee's ordinary hours of work.

18 Casual Employment

18.1 A casual Employee is one who is offered employment by AV on the basis that there is no firm advance commitment to ongoing and indefinite work according to an agreed pattern of work and the Employee accepts the offer of casual employment on that basis.

18.2 Casual employment shall be for not less than 3 consecutive hours in any one (1) day, except in exceptional circumstances, with the agreement of the Employee.

18.3 A casual Employee shall be paid an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification, plus:

- (a) a separate loading of 25% for all work performed on week days.
- (b) a loading of 75% (inclusive of the 25% casual loading) for all work performed on Saturdays, Sundays.
- (c) a loading of 100% (inclusive of the 25% casual loading) for all work performed on Public Holidays.

18.4 The payment of the separate casual loading disentitles casual Employees to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on public holidays, payment

in lieu of notice of termination, redundancy pay and any other benefits which attach to permanent employment which legislation and/or this Agreement does not require to be provided to casual Employees.

18.5 Whilst not entitled to accrue paid leave, a casual Employee shall be entitled to certain forms of unpaid leave, including unpaid carer's leave in accordance with clause **61** (Personal/Carer's Leave) of this Agreement.

18.6 AV must not fail to re-engage a casual Employee because the Employee accessed unpaid carer's leave. The rights of AV to engage or not to engage a casual Employee are otherwise not affected.

19 Fixed-Term/Task Employment

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

20 Probationary Period - New Employee

20.1 New Employees, other than casual Employees, commence employment on a probationary basis for an initial period of three (3) months, with a possible extension to six (6) months as provided for in clause **20.3** below (the Probationary Period).

20.2 The Probationary Period of a New Employee is reduced by any period of continuous employment with AV immediately preceding the commencement of permanent employment, including any fixed term employment but not including casual employment.

20.3 Performance during probation

If AV identifies conduct or performance issues during the initial probationary period, the Probationary Period may be extended for a further three (3) month period. AV will provide written notification of any decision to extend an Employee's initial probationary period to the Employee two (2) weeks prior to the end of the initial probationary period.

20.4 Confirmation of employment

Unless an Employee's employment is terminated during the Probationary Period in accordance with clause **20.5**, at the completion of the Probationary Period the Employee's employment is confirmed.

20.5 Termination of Employment

- (a) A probationary Employee may resign at any time by giving a minimum of two weeks written notice to AV, or a shorter period that is agreed with AV.

- (b) In the event that the Employee's conduct or performance during the Probationary Period is unsatisfactory, AV may terminate the probationary Employee's employment by giving two weeks' notice or two weeks' pay in lieu of notice.
- (c) 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).

21 Individual Flexibility Arrangement

- 21.1 An Employee and AV may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and AV. An individual flexibility arrangement must be genuinely agreed to by the Employee and AV.
- 21.2 An individual flexibility arrangement may vary the effect of one or both of the following terms of this Agreement:
 - (a) arrangements about when work is performed;
 - (b) overtime rates.
- 21.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 21.4 AV must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 21.5 AV must ensure that an individual flexibility arrangement is in writing and signed by the Employee and AV. If the Employee is under eighteen (18), the arrangement must also be signed by a parent or guardian of the Employee.
- 21.6 AV must give a copy of the individual flexibility arrangement to the Employee within fourteen (14) days after it is agreed to.
- 21.7 AV must ensure that any individual flexibility arrangement sets out:
 - (a) the terms of this Agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) the day on which the arrangement commences.
- 21.8 AV must ensure that any individual flexibility arrangement:
 - (a) is about matters that would be permitted matters under section 172 of the FW Act if the arrangement were an enterprise agreement;
 - (b) does not include any term that would be an unlawful term under section 194 of the FW Act if the arrangement were an enterprise agreement; and
 - (c) provides for the arrangement to be terminated:
 - (i) by either the Employee or AV giving a specified period of written notice, with the specified period being not more than twenty-eight (28) days; and
 - (ii) at any time by written agreement between the Employee and AV.

22 Four for Five Flexible Work Arrangement

- 22.1 An Employee who has completed at least two (2) years' continuous service with AV may request a four for five flexible work arrangement. The Employee may request in writing to receive in each year of a four year period, 80% of the remuneration they would otherwise be entitled to receive and in the fifth

year be on authorised leave from work. During the four year period, the Employee will be paid for any overtime worked in full.

- 22.2 AV may refuse the request for a four for five arrangement on reasonable business grounds.
- 22.3 Where AV agrees to the request, on completion of the fourth year, the Employee will commence on twelve (12) months leave and will receive the remuneration they received in the fourth year.
- 22.4 The twelve (12) months leave is an authorised absence and it does not break an Employee's continuous service and the leave counts as continuous service.
- 22.5 If an Employee gives written notice of withdrawing from this four for five arrangement prior to completing the four year period, or the employment ceases or terminates for any reason, or the Employee does not commence the leave on completion of the fourth year, the Employee will receive a lump sum payment equivalent to the remuneration the Employee has deferred as a result of entering into the arrangement.
- 22.6 AV will ensure the superannuation arrangements and taxation effects of this arrangement are fully explained to the Employee.
- 22.7 For the purposes of a four for five request in sub-clause **22.1**, remuneration means the remuneration paid to the Employee for performing ordinary hours of work. It does not include payment for overtime worked or any other allowance, loading or penalty paid.

23 Job-Share arrangements

- 23.1 Job sharing provides for a flexible arrangement where two (2) Employees voluntarily agree to share all of the duties and responsibilities of a full-time position. Two (2) Employees may present a job-share proposal that complies with this clause and request AV to give effect to the proposal. AV will determine the request on the basis of operational needs but will not unreasonably refuse to accommodate such a proposal.

- 23.2 The following conditions will apply to all job-share arrangements:

- (a) **Hours of work**

- (i) Job-share positions rely on the job-share Employees and AV coming to an agreement regarding how the position will be split between the two (2) Employees, to ensure full coverage of the ordinary hours of the full-time position.
 - (ii) Any variation to the agreed arrangement of hours is subject to agreement of the job-share Employees and AV.
 - (iii) Ordinary time rates of pay will apply to all hours worked by the job-share Employees, up to the ordinary hours of the full-time position being job-shared.

- (b) **Leave of absence**

- (i) To meet AV's operational needs, job-share Employees and AV will plan leave periods in advance to ensure coverage of the ordinary hours of the full-time position. During such periods of planned leave, the job-share partner not on leave will be required to temporarily fill the job-share position on a full-time basis.
 - (ii) In the case of an unplanned leave of absence, such as personal leave, a job-share Employee may agree, at short notice, to relieve their job-share partner at ordinary time rates of pay.

- (c) **Overtime**

- (i) A job-share Employee will be entitled to payment of overtime for all work performed in excess of the sum of the ordinary weekly hours (being 38 hours) of the full-time position being job-shared.
 - (ii) Any such overtime will be paid at time and one half for the first two (2) hours and double time thereafter.

(d) **Vacancy in job share position**

- (i) If a job-share Employee wishes to return to full-time employment, the Employee must apply for a position when it becomes available.
- (ii) If a job-share Employee leaves the arrangement, the remaining job share Employee may apply for a return to full-time employment.
- (iii) If the remaining job-share Employee does not wish to return to full time employment AV will use reasonable endeavours to fill the vacant part of the job-share arrangement.
- (iv) If another suitable Employee cannot be found for the job-share arrangement, then where the remaining job-share Employee is in a job-share arrangement after returning from parental leave, the Employee will convert to part-time employment.
- (v) In all other cases where another suitable Employee cannot be found for the job-share arrangement, AV can terminate the job share arrangement on four (4) weeks' notice.

(e) **Other entitlements**

- (i) Job-share Employees will be entitled to the same minimum consecutive hours and pro-rata entitlements as other part-time Employees (see clause 17 (Part-Time Employment)).
- (ii) Job-share Employees are eligible for ADOs as provided for in clause 36 but on a pro-rata basis.

24 Termination of Employment

- 24.1 Subject to clause 20.5(b), AV may terminate the employment of an Employee by giving one month's written notice, or payment of one month's wages in lieu of notice.
- 24.2 The provisions of clause 24.1 of this Agreement shall not apply in the case of dismissal for serious and wilful misconduct that justified instant dismissal, to casual Employees employed in accordance with clause 18 of this Agreement, or to Employees engaged for a fixed term in accordance with clause 19 of this Agreement.
- 24.3 An Employee over forty-five (45) years of age, and with not less than two (2) years continuous service, shall be entitled to an additional week's notice, or payment in lieu of notice.
- 24.4 AV may terminate the employment of an Employee by providing part of the period of notice specified in clauses 24.1 and 24.3 of this Agreement and part payment in lieu of notice.
- 24.5 Where AV has given notice of termination to an Employee, the Employee shall be allowed up to one (1) day off without loss of pay for the purposes of seeking alternative employment. Such time off will be taken at times that are convenient to the Employee, following consultation with AV.
- 24.6 Subject to clause 20.5(a), an Employee may resign at any time by giving one month's (1) written notice to AV. In the event that an Employee does not give AV one (1) month's notice, AV shall be entitled to withhold payment due to the Employee for the time the Employee failed to perform work, up to a maximum amount equal to the Employee's salary for the required period of notice. AV and the Employee may agree on a lesser period of notice, subject to payment only for the time worked.

24.7 Redeployment

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

25 Transition to Retirement

- 25.1 An Employee may advise AV in writing of their intention to retire within the next five years and may in those circumstances request to participate in a retirement transition arrangement.
- 25.2 Where agreed, transition to retirement arrangements may be implemented as:
- (a) a flexible working arrangement (see clause **65** (Flexible Working Arrangement)); or
 - (b) a written agreement between the parties.
- 25.3 A transition to retirement arrangement may include but is not limited to:
- (a) a reduction in the Employee's ordinary hours of work;
 - (b) a job share arrangement;
 - (c) working in a position at a lower classification or rate of pay.
- 25.4 AV will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement to use the Employee's accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status.

PART 4 – WAGES AND RELATED MATTERS

26 Salary and Classification Structure

- 26.1 The salary and classification structure is contained in Schedule A, Schedule B and Schedule C of this Agreement.
- 26.2 AV shall classify Employees and pay the salaries prescribed in Schedule A, or Schedule B of this Agreement as adjusted in accordance with clause **28** and subject to clause **30**.
- 26.3 Schedule C will be used for the classification of all Employees other than those positions/classifications prescribed in Schedule B.
- 26.4 Schedule B includes Operational Classifications which have the (CAA), (which would otherwise be payable under this Agreement), incorporated into the annual salary for these positions from 6 February 2017.

27 Schedule A: Translation and Movement Between Value Ranges

27.1 Translation

All current Schedule A Employees will translate into the new Schedule A structure at their current salary excluding allowances.

27.2 Classification and Salary on Appointment

An Employee will be appointed to an AV Grade based on the work requirements of the position in accordance with the AV Grade and Value Range Classification Descriptors (Schedule C) as set out in this Agreement.

27.3 Movement Between Value Ranges

- (a) Employees can move between Value Ranges.
- (b) Movement between the Value Ranges can occur following a job resize review. The review process includes an assessment of the work AV requires to be undertaken and the performance of that work by the Employee.
- (c) These are assessed against AV Grade and Value Range Classification Descriptors (Schedule C) as set out in this Agreement.
- (d) Employees may submit a job resize review appeal under clause **11** which will form part of the Dispute Resolution Procedure.

28 Wage Increases

28.1 Employees will be entitled to the following wage increases:

- (a) 2 % wage increase from the first full pay period on or after 25 October 2021.
- (b) 2 % wage increase from the first full pay period on or after 25 October 2022.
- (c) 2 % wage increase from the first full pay period on or after 25 October 2023.
- (d) 2 % wage increase from the first full pay period on or after 25 October 2024.

29 Payment in Lieu of Performance Incentive Scheme

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

30 Salary Packaging

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

31 Payment of Salaries

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

32 Accident Make-Up Pay

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

32.2 Definitions

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

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

32.3 Accident make-up pay

- (a) Total Incapacity

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

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

(b) Partial incapacity

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

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

(c) Payment for part of a week

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

32.4 Qualifications for payment

- (a) Subject to the terms of this clause, an Employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident make-up pay by AV who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of AV, provided that:
 - (i) Accident make-up pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks and then, subject to clause **32.3(c)** and to the maximum period of payment prescribed elsewhere herein, accident make-up pay shall apply only to the period of incapacity after the first two (2) weeks.
 - (ii) Accident make-up pay shall only be payable to an Employee whilst that Employee remains in the employment of AV by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from AV but such alternative employment is available with another Employer then the relevant amount of accident make-up pay shall still be payable.
 - (A) Provided further that in the case of the termination by AV of an Employee who is incapacitated and receiving accident make-up pay, accident make-up pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
 - (B) In order to qualify for the continuance of accident make-up pay on termination an Employee shall if required provide evidence to AV of the continuing payment of weekly payments of compensation.
- (b) Subject to this clause, accident make-up pay shall not apply in respect of any injury during the first five (5) normal working days of incapacity.
- (c) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident make-up pay unless the Employee has been employed with AV at the time of the incapacity for a minimum period of one (1) month.
- (d) On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five (5) years and in the event of defaults or inaccurate information being deliberately and knowingly declared AV may require the Employee to forfeit their entitlement to accident make-up pay under this Agreement.

32.5 Maximum period of payment

The maximum period or aggregate period of accident make-up pay to be made by AV shall be a total of fifty two (52) weeks for any one injury as defined in clause **32.2(b)**.

32.6 Absences on other than paid leave

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

32.7 Notice of injury

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

32.8 Medical examination

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

32.9 Cessation or redemption of weekly payments

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

32.10 Civil damages

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

32.11 Insurance against liability

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

32.12 Variations in compensation rates

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

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

32.13 Death of an Employee

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

32.14 Commencement

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

33 Superannuation

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

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

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

34 Position Classification Reviews

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

34.2 Nominal position owners may submit a Position Classification Review following a minimum time in the position of 12 months. A Position Classification Review must be initiated by the nominal position owner and submitted to their direct line manager for consideration.

34.3 The direct line manager will ensure the Position Classification Review submission is forwarded, via the appropriate Department Director, to AV's People and Culture (P&C) division for a grade outcome. For Schedule A positions this is measured against the AV Grade and Value Range Classification Descriptors (Schedule C). The Employee and direct line manager will participate in the assessment activities.

34.4 P&C will consider the Employee's submission and provide an outcome for the position. The position classification is determined, on balance, according to the most significant function(s) performed on a regular basis, recognising levels of supervision, complexity, accountability, scope and impact.

34.5 Employees and direct line managers will be provided a copy of the outcome with reasons for the decision.

34.6 Any Party not satisfied with AV's decision may seek to have the matter resolved under clause 11.

34.7 Where an Employee or Employee Representative has filed a dispute or grievance in accordance with clause 11, AV will arrange for an external review of the outcome. The external reviewer may request such additional information as they require to reach an independent assessment. The Employee will be provided with a copy of the external review assessment.

34.8 The external review forms part of the Grievance Process of the Dispute Resolution Procedure set out in clause 11 and does not affect the rights of the Employee or Employee Representative to have the matter referred to the FWC for conciliation and/or arbitration if they are not satisfied with the determination of the external reviewer.

PART 5 – WORKING HOURS AND ALLOWANCES

35 Hours of Work

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

36 Accrued Days Off

- 36.1 Full-time Employees will work an additional two (2) ordinary hours each week to facilitate one (1) ADO after every four (4) weeks of service, being thirteen (13) ADOs in each calendar year.
- 36.2 ADOs are to be taken as single days on a rostered basis (i.e. one (1) ADO in each twenty-eight (28) day cycle), or as otherwise agreed between the Employee and their Manager/Supervisor. Subject to organisational requirements, requests for alternate arrangements will not be unreasonably refused.
- 36.3 Where an Employee is required to attend work on a rostered ADO, they shall be paid ordinary time for all hours worked and provided with an alternative ADO at the earliest available opportunity.

37 Work Breaks

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

38 Meal Breaks

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

39 Overtime

39.1 Requirement to work reasonable overtime

- (a) Subject to clause **39.1(b)**, AV can require an Employee to work reasonable overtime immediately preceding or following ordinary hours of work.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (i) any risk to Employee health and safety from working the overtime hours;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by AV of the overtime and by the Employee of his or her intention to refuse it;
 - (v) the usual patterns of work in the industry;
 - (vi) the nature of the Employee's role and the Employee's level of responsibility; and
 - (vii) any other relevant matter.
- 39.2 Other than for Employees who pursuant to clause **54** are paid the Commuted Availability Allowance (**CAA**), a request to perform overtime that does not immediately precede or follow ordinary hours of work, shall be by mutual agreement between AV and the Employee.
- 39.3 **Ordinary hours on Saturday and Sunday**
- Employees in a role which is classified at Grade AV2 Value Range 1 (AV2.1) or lower will not be rostered to perform ordinary hours on a Saturday or Sunday.

39.4 Overtime when performing higher duties

Where:

- (a) an Employee is performing higher duties and is entitled pursuant to clause **46** to receive a higher duties allowance; and
- (b) that Employee, during the period when they are performing higher duties, performs an overtime shift in their substantive role,

the Employee's overtime payment for that shift will be calculated on the higher duties rate of pay.

Employees who are not paid the CAA

39.5 Employees directed by AV to perform:

- (a) hours in excess of 8 per day or 40 per week (for full time Employees); or
- (b) hours in excess of the number of hours agreed pursuant to clause **17.3** of the Agreement (for part-time Employees),

in response to operational or other business requirements, for a period of 30 minutes or more shall be entitled to time-in-lieu or overtime payment at the rate of:

For overtime performed on	Overtime Rate (%)
Monday to Sunday - first two (2) hours	150%
Monday to Sunday - after two (2) hours	200%
Public Holidays	250%

- 39.6 For Employees appointed to and performing a role classified at Grade AV1, the above overtime rates will also be paid for overtime performed for a period of less than 30 minutes.
- 39.7 The overtime rates set out above will be in substitution for, and not cumulative upon, the shift penalties prescribed in clause **51**.
- 39.8 If an Employee has accrued time off in lieu of overtime pursuant to clause **39.5**, a request by the Employee to take a period of time off in lieu will not be unreasonably refused by AV.
- 39.9 Where an Employee has an accrued but untaken entitlement to time-in-lieu pursuant to clause **39.5** of the Agreement, AV will pay that entitlement to the Employee (at the rate applicable to the overtime when worked):
- (a) Upon request by the Employee, in which case payment will be made in the next pay period following the request; or
 - (b) On termination of the Employee's entitlement.
- For example, if an Employee accrued 5 hours' time-in-lieu as a result of working overtime other than on a public holiday, the Employee would be entitled to payment at the rate of 150% for the first 2 hours and 200% for the remaining 3 hours.
- 39.10 In addition to overtime worked immediately preceding or following ordinary hours of work, for the purposes of this clause overtime also includes the following work performed outside an Employee's ordinary hours of work (as specified in clause **39.5(a)** or **39.5(b)**):
- (a) a return to the Employee's normal work location, or alternative work location as required;
 - (b) the provision of technical advice over the telephone; or
 - (c) remote computer access.

Employees who are paid the CAA

- 39.11 Clause **54** sets out the circumstances under which Employees who are paid the CAA are entitled to be paid overtime (or take time off in lieu) in addition to the CAA. Where, pursuant to clause **54**, an

Employee who is paid the CAA is entitled to be paid overtime, payment will be made at the following rates:

For overtime performed on	Overtime Rate (%)
Monday to Sunday - first two (2) hours	150%
Monday to Sunday - after two (2) hours	200%
Public Holidays	250%

- 39.12 The overtime rates set out above will be in substitution for, and not cumulative upon, the shift penalties prescribed in clause **51**.

40 Recall

- 40.1 Where AV recalls an Employee (who does not receive the CAA) and the Employee is required to leave their residence to return to work, the Employee will be paid a minimum of 4 hours work in accordance with the overtime provisions in clause **39** (Overtime).
- 40.2 If the recall continues for more than the initial 4 hours, the Employee will be paid for the actual time worked in accordance with the overtime provisions in clause **39** (Overtime).
- 40.3 Where the period of recall under clause **40.1** overlaps with the commencement of the Employee's normal work day, the time worked on recall prior to the normal work day will be paid as overtime and will not attract the minimum 4 hour payment.
- 40.4 Payment for work undertaken at home by the Employee (not in receipt of the CAA) will be paid at overtime rates where the work exceeds 30 minutes in duration (not minimum 4 hours). The 30 minutes includes intermittent periods of work undertaken by the Employee which when aggregated totals 30 minutes or more on each day.
- 40.5 For the avoidance of doubt those operational Employees listed in Schedule B who are required by AV to respond to cases as an ALS Paramedic / MICA Paramedic / BLS Paramedic outside ordinary working hours will be paid overtime for the hours worked in accordance with clause **39** (Overtime).

41 Right to disconnect outside of effective working hours

- 41.1 The purpose of this clause is to promote protection of rest periods for Employees whilst recognising the demands of an emergency response organisation.
- 41.2 An Employee (other than an Employee in receipt of the Commuted Availability Allowance (CAA) pursuant to clause **54**) should not be contacted outside of the Employee's working hours or be required to read or respond to emails outside their working hours other than in emergency situations, in relation to genuine welfare matters or for rostering purposes. The arrangements for an Employee in receipt of the CAA are set out in clauses **41.3**, **41.4** and **41.5** below.
- 41.3 An Employee in receipt of the CAA will not be required to be contactable or available for work during a period of:
- (a) personal/carer's leave or compassionate leave; or
 - (b) other approved leave (excluding single day absences, such as an accrued day off).
- 41.4 An Employee in receipt of the CAA is required to provide management advice and/or respond to emergency or time critical incidents or issues outside ordinary hours of work.
- 41.5 When an Employee in receipt of the CAA is not required to be available to provide management advice and/or respond to an emergency or time critical incidents or issues outside of ordinary hours of work (an Employee in receipt of the CAA and who is part of a CAA roster and has approved periods of unavailability), the Employee is not required to read or respond to emails outside their working hours or be contacted other than in relation to genuine welfare matters or rostering purposes.
- 41.6 For the purposes of this clause:

- (a) “emergency situations” means any situation which is unexpected and requires an immediate response in relation to which the Employee’s expertise, advice or assistance is required;
- (b) “genuine welfare matters” include matters relating to the welfare of the Employee or another individual;
- (c) “rostering purposes” includes for the purpose of AV seeking expressions of interest from Employees to perform overtime shifts.

42 Workload

- 42.1 AV acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life.
- 42.2 AV further recognises that the allocation of work must include consideration of the Employee’s hours of work, health, safety and welfare.
- 42.3 Employees agree to work reasonable additional hours required to meet the business requirements of AV. Employees will take reasonable care for their own health, safety and wellbeing in the workplace, and will effectively manage their own time, identify and manage priority activity and tasks, and reassess and adjust when appropriate, in consideration of their hours of work, health, safety and welfare. In the first instance, the Employee is encouraged to discuss and address issues or concerns of workload with their manager.
- 42.4 An Employee or group of Employees may request a formal internal review of their workload if they believe the workload is unreasonable and is impacting on their health, safety and welfare, in consideration of the Employee’s ordinary their hours of work. The request must be made in writing and set out details of the workload of the Employee or group of Employees, the reasons and evidence of why and how the workload is considered unreasonable and the specific change in workload the Employee or group of Employees are seeking. The Employee or group of Employees may appoint an Employee Representative for the purpose of requesting a formal internal review.
- 42.5 On receipt of a request by an Employee or group of Employees under this clause, AV must give the Employee/s a written response within 21 days, stating whether AV agrees to or refuses the request for a review of the workload the Employee or group of Employees regard as unreasonable.
- 42.6 If AV refuses the request for a review, the written response under clause **42.5** must include details of the reasons for the refusal.
- 42.7 If AV agrees to the request, a review of the workload of the Employee or group of Employees will be conducted.
- 42.8 If the review determines the Employee’s or group of Employees’ workload is unreasonable, the Employee or group of Employees and AV will discuss any reasonable adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable. If agreement is reached this will be recorded and any adjustments implemented.
- 42.9 A grievance or dispute under clause **11** of this Agreement in relation to this clause can only be initiated:
 - (a) When the process set out in clauses **42.4** to **42.6** or **42.7** above has been completed; and
 - (b) Only in circumstances where AV has refused a request under clause **42.6** or in circumstances where AV and the Employee or group of Employees cannot reach agreement under clause **42.8** on the adjustments that are to be implemented to ensure the Employee’s or group of Employees’ workload is reasonable.
- 42.10 For the purposes of this clause:
 - (a) “Group of Employees” means Employees from the same work group involved in the same work activity.

43 Rest Breaks

- 43.1 Subject to clause **43.2** below, AV will provide an Employee with a 10 hour rest break between the completion of a period of duty (including overtime outside ordinary hours) and the recommencement of duty on the same or subsequent day, as is needed for health and safety.
- 43.2 Where organisational requirements dictate, an Employee can be required to continue at work and not commence their rest break or return to duty from their rest break. Where the 10 hour rest break results in the Employee commencing their next period of duty at a time later than their usual commencement time, the Employee will be paid as if they had worked from their normal commencement time.

44 Paid lactation breaks and facilities for breastfeeding

- 44.1 A breastfeeding Employee will be provided with the right to one or more daily breaks to facilitate breastfeeding or expressing milk (**Lactation Breaks**).
- 44.2 AV will provide private and comfortable areas at its Head Office and at each Business Centre for Employees who are breastfeeding, to enable them to express or feed children while at work. Employees will have access to a comfortable seat, a refrigerator and a sink with running water.
- 44.3 AV will take all reasonable steps to notify each female Employee who returns to work after a period of parental leave of the matters set out in clauses **44.1** to **44.2**, as soon as reasonably practicable after their return to work.

45 Reimbursement of Childcare Expenses

- 45.1 An Employee is entitled to be reimbursed for the reasonable additional childcare expenses incurred as a result of AV requiring an Employee to perform overtime work immediately preceding or following the ordinary hours of work or AV requiring the Employee to perform shift overtime with less than 24 hours' notice where the full shift overtime is outside the Employee's agreed days of work.
- 45.2 Reimbursement of additional reasonable childcare expenses incurred will be paid up to the maximum value of \$75 for each instance and subject to:
- (a) the provision of a receipt or supporting evidence of the expenditure incurred from a registered childcare provider within four (4) weeks of the overtime being worked; and
 - (b) the total number of instances that can be claimed being capped at twenty-six (26) per calendar year.
- 45.3 This provision does not apply to Employees in receipt of the CAA (clause **54**).
- 45.4 The request to perform overtime will be subject to clause **39.1(b)**.

46 Higher Duties

- 46.1 Where an Employee is assigned the duties of a position in a higher classification to his or her substantive position for a period of five (5) or more working days, the Employee shall be entitled to a higher duties allowance.
- 46.2 An Employee acting in a Level 2, Level 3 or Level 4 Manager position shall be paid not less than the minimum salary rate for the higher classification being relieved, less any vehicle salary sacrifice amount applicable.
- 46.3 Salary packaging arrangements for Employees shall remain unchanged during the period of higher duties.
- 46.4 The maximum period of any higher duties assignment shall not exceed six (6) months, unless an Employee is assigned such duties as a replacement Employee in accordance with clause **64.22** of this Agreement.
- 46.5 Where higher duties are performed the employee involved must be remunerated at a rate of pay that leaves them no worse off than in their substantive role.

47 Uniform Provisions

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

48 Travelling Allowance

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

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

- 48.2 Where an Employee is required by AV to use his or her vehicle to travel from home to the place of work and return outside ordinary hours of work, he or she will receive a travelling allowance in accordance with the mileage rates specified in clause **48.1** of this Agreement.
- 48.3 For the avoidance of doubt the provisions of clause **48.1** shall not apply:
- (a) If the alternative work location is an equivalent distance or nearer to the Employee's residence than the Employee's normal work location;
 - (b) To an Employee who has chosen to work at a different location.
- 48.4 Any approved travel fares incurred by an Employee in the course of their employment shall be reimbursed by AV.
- 48.5 The travelling allowances in clause **48.1** will be adjusted annually over the life of the Agreement according to the rates per business kilometre determined by the Australian Taxation Office.

48.6 Travelling Time

- (a) An Employee remunerated at \$101,684 (and as indexed over the life of the Agreement in line with clause 28) or below who is directed to work at a location other than their normal place of employment may, subject to the following provisions, be granted time off during normal hours of duty in respect of any period of excess travelling time so incurred, or must be reimbursed at the ordinary rate of pay (calculated to the nearest quarter hour) for time reasonably spent in travelling to and from the place of residence and the designated place of work outside normal working hours (in excess of the time normally spent in travelling from the place of residence to the usual place of work and return).
- (b) Provided that a journey involving travelling time of less than 30 minutes daily must not be taken into account.

48.7 Travel & Accommodation Expenses

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

48.8 Meal Expenses

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

Meal	25 October 2021	25 October 2022	25 October 2023	25 October 2024
Breakfast	\$17.14	\$17.48	\$17.83	\$18.19
Lunch	\$34.29	\$34.98	\$35.68	\$36.39
Dinner	\$51.45	\$52.48	\$53.53	\$54.60

49 Overtime Meal Allowance

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

Meal Allowance	25 October 2021	25 October 2022	25 October 2023	25 October 2024
	\$10.30	\$10.51	\$10.72	\$10.93

50 Living Away From Home / incidentals expenses

- 50.1 Subject to clause **50.4**, an Employee who is required to live away from home shall be paid an incidentals allowance for each night spent away from home.
- 50.2 For the avoidance of doubt, this provision does not apply where an operational position is required to be on shift and/or involves an overnight stay at an AV Branch/work location.
- 50.3 Employees eligible for the Living Away From Home / Incidental Allowance in accordance with clause **50.1** will receive the following amount per night:

Allowance	25 October 2021	25 October 2022	25 October 2023	25 October 2024
	\$25.70	\$26.21	\$26.73	\$27.26

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

51 Shift Allowance

51.1 Monday to Friday shift penalties

- (a) The following shift penalties apply to a morning, afternoon or night shift worked Monday to Friday by permanent and casual Employees who are rostered to work shifts:

Shift	Shift Penalty (%)
Morning/Afternoon Shift (start before 6:30am or finish after 6.30pm and at or before midnight)	15%
Night Shift (finish after midnight and at before 8.00am)	20%

- (b) For casual Employees, the shift penalties in **51.1(a)** above will be paid in addition to the casual loading in clause **18.3(a)**. For example, a casual Employee who performs a morning shift on a Monday will be paid 1/38th of the weekly wage appropriate to the Employee's classification plus a loading of 40% for that shift (which includes the casual loading).

51.2 Weekend and public holiday shifts

- (a) The following penalties apply to ordinary hours worked on a Saturday, Sunday or public holiday by a permanent Employee who is rostered to work shifts:

Shift	Penalty (%)
Ordinary hours performed between midnight Friday and midnight Sunday	50%
Ordinary hours performed on Public Holidays	150%

- (b) The penalties in **51.2(a)** above will be paid in substitution for any otherwise applicable penalty in **51.1(a)**. For example:
- (i) for a night shift which commences on a Friday night, the Employee will be paid the night shift penalty in **51.1(a)** from the commencement of the shift until midnight, and the weekend penalty in **51.2(a)** from midnight until the end of the shift;
 - (ii) for a weekday morning shift which falls on a public holiday, the Employee will be paid the public holiday penalty in **51.2(a)** and will not be paid the morning shift penalty in **51.1(a)**.
- (c) Where a casual Employee performs ordinary hours on a Saturday, Sunday or public holiday, the Employee will be paid the loading in clause **18.3(b)** or **18.3(c)** and will not be paid the penalties in **51.2(a)**.

52 Removal Expenses

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

53 Personal Property

- 53.1 AV will reimburse reasonable costs associated with replacing or repairing an Employee's dentures, watch, spectacles, mobile phone, contact lenses, text books, jewellery or prescription sunglasses, which are lost, damaged or destroyed in the course of employment, other than through the Employee's own gross negligence, up to a maximum \$600 per item.
- 53.2 The Employee shall be required to furnish a statutory declaration setting out the circumstances of the loss, damage or destruction of the personal item). The Employee will also be required to provide supporting evidence of the value of the items lost, damaged or destroyed.

54 Commuted Availability Allowance (CAA)

- 54.1 Employees who are required to provide management advice and/or respond to emergency or time critical incidents or issues outside ordinary hours of work shall be entitled to a (CAA).
- 54.2 From 6 February 2017, a number of the Operational Classifications in Schedule B have had the CAA incorporated into their annual salary. The Employees in these positions are not entitled to receive the CAA in addition to their salary. Also, other than when the conditions in **54.12** are met, those Employees are not entitled to any additional payment for providing management advice and/or responding to emergency or time critical incidents or issues outside ordinary hours of work. The level of CAA for each of these positions/classifications is set out in Schedule B.
- 54.3 The CAA will be paid for all purposes, other than periods of long service leave and/or parental leave. Payment will be made on a fortnightly basis with effect from the commencement of the Agreement.
- 54.4 The CAA has two levels, Level 1 and Level 2, with a respective allowance for each level. The CAA Eligibility Matrix will determine the level of CAA for a position, based on the likelihood and consequence of advice and/or response. Likelihood is the probability of providing advice and/or

response, and consequence is the nature and importance of advice and/or response required of the position.

The out of hours work demands for individual positions shall be assessed against the eligibility matrix and criteria in this clause to determine the level of CAA that should apply, as follows:

First Pay Period on or After	25 October 2021	25 October 2022	25 October 2023	25 October 2024
Level 1 CAA	\$10,445	\$10,654	\$10,867	\$11,084
Level 2 CAA	\$20,890	\$21,308	\$21,734	\$22,169

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

CAA Eligibility Matrix

Determining the Level of Availability

Consequences

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

D	Unlikely to occur but could happen	Low (L)	Low (L)	Moderate (M)	High (H)	Extreme (X)
E	May occur but only in rare and exceptional circumstances	Low (L)	Low (L)	Moderate (M)	High (H)	High (H)

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

Requirement to Work:

- (a) Where a requirement to respond to a call or transaction, or series of calls or transactions, that can reasonably be said to be continuous and has exceeded a period of 30 minutes or more in duration.

Emergency Response Plan Activities:

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

Example:

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

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

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

Exceptional Unplanned Activities or Incidents:

- (c) Overtime that is performed at the direction and with the prior approval of a Level 1 Delegation Level (CEO and COO) or Level 2 Delegation Level (Executive Director) due to an exceptional unplanned activity or incident not comprehended by clause **54.12(a)** or **54.12(b)**.

- 54.13 In circumstances where the working of overtime in accordance with clause **54.12** above is authorised, it shall be a requirement that appropriate time records are kept.
- 54.14 Time in lieu of overtime payment is available in the case of overtime worked under clauses **54.12(a)**, **54.12(b)** and **54.12(c)** and **54.13** above, however this shall only be by mutual agreement of AV and the Employee.
- 54.15 In circumstances where time in lieu has been sought and agreed to by AV, the Employee shall be entitled to time off, without loss of pay, on an hour for hour basis only.

55 Working From Home

- 55.1 During the life of the Agreement, the Parties agree to review working from home arrangements taking into account the experience gained during the Coronavirus (COVID-19) pandemic.
- 55.2 At the request of the Employee, working from home arrangements may be agreed between AV and an individual Employee on a case by case basis pursuant to clause **65** (Right to Request Flexible Working Arrangement).
- 55.3 Where AV requires an Employee to work from home for an extended period, outside the direction of a Public Health Order or an agreed Flexible Working Arrangement pursuant to clause **55.2**, AV will provide the Employee with the minimum required office furniture and equipment essential for the Employee to safely work from home and adequately perform the duties and responsibilities of their role.
- 55.4 Where AV is unable to provide the minimum required office furniture and equipment as set out in **55.3**, AV will provide reimbursement of reasonable costs of such items on proof of purchase. AV will provide the Employee with guidelines to appropriate office furniture and equipment that is OH&S compliant.

56 First Aid Allowance

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

First Aid	25 October 2021	25 October 2022	25 October 2023	25 October 2024
	\$15.69	\$16.00	\$16.32	\$16.65

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

57 Schedule B Training and Development Allowance

- 57.1 Employees appointed to a Schedule B operational position/classification on or after the 25 October 2021 will receive an annual Training and Development Allowance in the first pay period on or after 31 January each year.
- 57.2 AV's delivery of Best Care through industry best-practice is driven by the commitment of AV's Schedule B senior operational leaders and specialists. In addition to maintaining their clinical credentials, AV's senior operational leaders and specialists, as listed in Schedule B Operational Positions/Classifications are required to demonstrate their commitment to ongoing professional development.
- 57.3 Professional development may include, but is not limited to, professional organisation memberships, industry journals, conference and training course attendance.
- 57.4 In recognition of this commitment, all senior operational leaders and specialists appointed to a Schedule B Operational Position/Classification will receive a \$1,500 annual allowance for the Employee to allocate to professional training and development relevant to their role. All activities undertaken by the Employee are to be documented in the Employee's annual My Performance Plan.

PART 6 – LEAVE OF ABSENCE

58 Annual Leave

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

Category of Employee	No. Weeks Leave (per annum)
Employees required by AV to provide management advice and/or respond to emergency or time critical Incidents or Issues outside ordinary hours of work in accordance with the CAA Clause 54 of this Agreement, including those Operational Classifications where the CAA is incorporated into their annual salary. OR An employee rostered to work regularly on Sundays and public holidays. These employees are shift-workers for the purposes of the NES.	5 weeks
All other Employees	4 weeks

- 58.2 Annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work.
- 58.3 Annual leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between AV and the Employee, annual leave may be deferred beyond that date.
- 58.4 To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of AV, to take annual leave in single periods not exceeding ten single days in any calendar year at a time or times agreed between them.
- 58.5 Where an Employee has accrued annual leave in excess of six (6) weeks:
- (a) AV may direct the Employee to take, within a period specified to the greater of:
 - (i) two (2) weeks annual leave; or
 - (ii) $\frac{1}{4}$ of the accrued annual leave in excess of six (6) weeks; or
 - (iii) an additional amount by mutual agreement between the Employee and AV ; or
 - (b) From the commencement of this Agreement, and subject to the requirements of the FW Act, the employee may once annually request to cash out an amount of annual leave, providing their annual leave accrual residual balance is no less than four weeks after the cashing out has occurred.
 - (i) Any request to cash out leave in accordance with clause **58.5(b)** must be in writing and will be subject to the agreement of AV.
 - (ii) Where AV authorises a request under this clause for payment in lieu of annual leave, the employee will receive payment in lieu of the amount of annual leave that is foregone (including applicable annual leave loading) and the amount of annual leave that is foregone will then be deducted from the employee's accrued annual leave balance.
 - (iii) Each cashing out of a particular amount of paid annual leave will be by a separate agreement in writing between AV and the Employee.
 - (iv) Superannuation contributions will be paid by AV in respect of any period of annual leave to be paid out.
- 58.6 Subject to clauses **58.3** and **58.5**, annual leave will be taken at a time mutually agreed upon between the Employee and AV.

- 58.7 Subject to clause **58.8** an Employee who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement will be paid an amount equal to the unused annual leave entitlement and any unpaid leave loading. Any leave loading payable pursuant to this clause **58.7** shall be calculated at the rate of 17.5% and shall be subject to clause **58.8**.
- 58.8 Each Employee who, at the time of taking annual leave, is remunerated at \$101,684 (and as indexed over the life of the Agreement in line with clause 28) or less will, in respect of annual leave taken, receive annual leave loading at the rate of 17.5% for the period of annual leave, up to a maximum of 4 weeks accrued leave per annum.
- 58.9 In accordance with the FW Act, if the period during which an Employee takes paid annual leave accrued under clause **58.1** includes a period of other leave, an Employee is taken not to be on paid annual leave for the period of that other leave. For personal/carer's leave, Employees will be required to provide a medical certificate and for all other leave the applicable provisions of this Agreement will apply. In these circumstances the amount of the other leave taken shall be re-credited to the Employee's annual leave entitlement.
- 58.10 The amount of annual leave loading paid in respect of any period of annual leave converted into another form of leave in accordance with clause **58.9** shall be deducted from any future entitlement to annual leave loading, or from termination pay, where applicable.

59 Purchased Leave

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

60 Public Holidays

- 60.1 Employees (other than casual Employees) shall be entitled to the following public holidays without loss of pay:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, ANZAC Day, Queen's Birthday, Labour Day and Melbourne Cup Day.
 - (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - (c) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
 - (d) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
 - (e) When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the following Monday.
- 60.2 In respect of Easter Saturday (Easter Eve), an Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday. By mutual consent, the Employee may take one day off in lieu or have one day added to his or her annual leave.
- 60.3 Where in the whole or part of the State of Victoria, additional public holidays are declared or prescribed on days other than those set out in clause **60.1**, those days shall constitute additional holidays for the purposes of this Agreement for Employees who have their place of principal employment in a municipality to which the additional public holiday applies.
- 60.4 AV and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.
- 60.5 An Employee may, by agreement with AV, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the individual Employee.
- 60.6 Where the nature of employment of an Employee does not permit the observance of public holidays as they occur, AV will grant substituted leave.

- 60.7 For part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the part-time Employee would have worked had there been no public holiday.
- 60.8 Unless otherwise specified in this Agreement, where a public holiday occurs during a period of leave granted to an Employee, the public holiday is additional and shall not form part of the Employee's paid leave.

61 Personal/Carer's Leave

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

61.2 Definitions

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

61.3 Paid Personal/Carer's Leave entitlement

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

61.4 Taking Personal/Carer's leave

- (a) Subject to the notice and supporting evidence conditions set out in this clause, an Employee is entitled to use the full amount of their personal/carers leave entitlement including accrued leave for the purposes of sick or carer's leave.

- (b) An Employee who is absent from work because of illness or injury is not normally able to use leave, other than personal/carer's leave, to cover the period of absence. However, annual leave or long service leave may be utilised, at the Employee's request, in the following circumstances:
 - (i) annual leave may be granted where an Employee has a long-term illness and has exhausted all paid sick leave; and
 - (ii) long service leave may be utilised where an Employee has a long-term illness and has exhausted all paid sick leave and annual leave.

61.5 Unpaid Carer's Leave

- (a) Where an Employee has exhausted all paid personal/carer's leave entitlements, or is a casual Employee, they are entitled to take unpaid carer's leave to care for members of their immediate family or household who have an illness, injury or an unexpected emergency and require care or support.
- (b) AV and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to a maximum of two (2) days per occasion, provided the requirements of clauses **61.6** and **61.7** are met.

61.6 Employee must give notice

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

61.7 Evidence supporting claim

- (a) In the case of personal illness or injury an Employee may utilise up to three (3) days accrued personal/carer's leave with pay in each year of employment without providing a medical certificate from a registered medical practitioner or a statutory declaration.
- (b) If the period of personal/carer's leave referred to in clause **61.7(a)** is for a continuous period exceeding three (3) days, the Employee will be required to provide a medical certificate from a registered medical practitioner or a statutory declaration.
- (c) Failure by the Employee to provide a medical certificate or statutory declaration, as required under clause **61.7(b)**, within forty-eight hours may render the Employee liable to be taken off paid personal/carer's leave until such time as the required documentation is provided.
- (d) When taking leave to care for members of their immediate family or household who require care due to a personal illness, injury or unexpected emergency, the Employee must, if required by AV, provide a medical certificate from a registered medical practitioner or a statutory declaration stating that the condition of the person concerned requires the Employee's care and support.

62 Compassionate Leave

62.1 Subject to clause **62.3**, an Employee, other than a casual Employee, is entitled to up to four (4) days paid compassionate leave for each occasion when a member of the Employee's immediate family or household:

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

62.2 Casual Employees will be entitled to unpaid compassionate leave in the circumstances set out in clause **62.1** above.

- 62.3 An Employee may be required to provide such evidence as is reasonably required by AV as proof of such entitlement.
- 62.4 An Employee may be granted leave beyond four (4) days where AV is satisfied that four (4) days compassionate leave is inadequate in the circumstances.

63 Special Leave

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

64 Parental Leave

64.1 Application

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

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

64.2 Definitions

For the purposes of this clause:

- (a) **Eligible Casual Employee** means a casual Employee:
 - (i) employed by AV on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve (12) months; and
 - (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by AV on a regular and systematic basis.
- (b) **Continuous Service** is work for AV on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in clause **64.2(g)**).
- (c) Child means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under sixteen (16) as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.
- (d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one (1) person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.

- (f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- (g) **Recognised Prior Service** means any service that has been recognised by AV immediately prior to the Employee's employment with AV.

64.3 Summary of Parental Leave Entitlements

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

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0 weeks	Up to 52 weeks	52 weeks
Eligible casual employee	0 weeks	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	2 week	50 weeks	52 weeks
Less than 12 months service	0 weeks	Up to 52 weeks	52 weeks
Eligible casual employee	0 weeks	Up to 52 weeks	52 weeks
Pre-natal Leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		

64.4 Parental Leave – Primary Caregiver

- (a) An Employee who has, or will have, completed at least twelve (12) months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:
- (i) Fourteen (14) weeks paid parental leave; and
 - (ii) up to thirty-eight (38) weeks unpaid parental leave.
- (b) An Employee who will be the Primary Caregiver but has not completed at least twelve (12) months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (d) Only one (1) parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
- (i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - (ii) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or

- (iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- (e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

64.5 Parental Leave – Secondary Caregiver

- (a) An Employee who has, or will have, completed at least twelve (12) months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:
 - (i) Two (2) week paid parental leave; and
 - (ii) up to fifty (50) weeks unpaid parental leave.
- (b) An Employee who will be the Secondary Caregiver but has not completed at least twelve (12) months paid Continuous Service at the time of the birth or adoption, is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to fifty-two (52) weeks unpaid parental leave.
- (d) Only one (1) parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

64.6 Pre Natal Leave

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

64.7 Continuing to work while pregnant

- (a) AV may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
 - (i) continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or
 - (ii) is on paid leave under clause **64.9(b)** during the six (6) week period before the expected date of birth of the child.
- (b) AV may require the Employee to start parental leave if the Employee:
 - (i) does not give AV the requested certificate within seven (7) days of the request; or
 - (ii) gives AV a medical certificate stating that the Employee is unfit to work.

64.8 **Personal/Carer's Leave**

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers' leave in accordance with clause **61**.

64.9 **Transfer to a Safe Job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if an appropriate safe job is available, be transferred to that safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- (b) If no appropriate safe job is available, and the Employee has complied with the notice and evidence requirements in clause **64.11**, the Employee may take no safe job paid leave at the Employee's base rate for ordinary hours of work for a period which ends at the earliest of either:
 - (i) when the Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
 - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- (c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

64.10 **Special Parental Leave**

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

- (a) where the pregnancy terminates during the first twenty (20) weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carers' leave entitlements in accordance with clause **61**;
- (b) where the pregnancy terminates after the completion of twenty (20) weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause **64.3** and thereafter, to unpaid special maternity leave.

64.11 **Notice and evidence requirements**

- (a) An Employee must give at least ten (10) weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four (4) weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise AV of any changes to the notice provided in clause **64.11(a)**, unless it is not practicable to do so.
- (c) AV may require the Employee to provide evidence which would satisfy a reasonable person of:

- (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

64.12 Commencement of parental leave

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

64.13 Single period of parental leave

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

64.14 Employee Couple – Concurrent Leave

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

64.15 Parental Leave and Other Entitlements

- (a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks or a longer period as agreed under clause **64.17(b)**.
- (b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and AV will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.
- (c) Unpaid parental leave under clauses **64.4, 64.5, 64.17 and 64.19** shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

64.16 Keeping in touch days

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

64.17 Extending parental leave

(a) Extending the initial period of parental leave

- (i) An Employee, who is on an initial period of parental leave of less than fifty-two (52) weeks under clause **64.4** or **64.5**, may extend the period of their parental leave on one occasion up to the full fifty-two (52) week entitlement.
- (ii) The Employee must notify AV in writing at least four (4) weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) Right to request an extension to parental leave

- (i) An Employee who is on parental leave under clause **64.4** or **64.5** may request an extension of unpaid parental leave for a further period of up to fifty-two (52) weeks immediately following the end of the current parental leave period.
- (ii) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed twelve (12) months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
- (iii) The Employee's request must be in writing and given to AV at least four (4) weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
- (iv) AV shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (v) AV must not refuse the request unless AV has given the Employee a reasonable opportunity to discuss the request.
- (vi) AV must give a written response to the request as soon as practicable, and no later than twenty-one (21) days after the request is made. The response must include the details of the reasons for any refusal.

(c) Total period of parental leave

- (i) The total period of parental leave, including any extensions, must not extend beyond twenty-four (24) months.
- (ii) In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond twenty-four (24) months. The Employee's entitlement to parental leave under clause **64.4** or **64.5** will reduce by the period of any extension taken by a member of the couple under clause **64.17**.

64.18 Calculation of pay for the purposes of parental leave

- (a) The calculation of weekly pay for paid parental leave purposes will, for part-time Employees, be based on the average number of ordinary hours worked by the Employee over the past three (3) years (or, if the Employee has been employed by AV for less than 3 years, over the entire period of employment). The calculation will exclude periods of unpaid parental leave. The calculation of weekly pay for full time Employees will be based on 38 ordinary hours per week.
- (b) The average number of weekly hours worked by the Employee, determined in accordance with clause **64.18(a)** above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the rate of pay for paid parental leave.
- (c) Despite clause **64.18(a)**, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

- (d) **Half Pay** the Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

64.19 **Commonwealth Paid Parental Leave**

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

64.20 **Returning to Work**

(a) **Returning to work early**

- (i) During the period of parental leave an Employee may return to work at any time as agreed between AV and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.
- (ii) In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify AV immediately and AV will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

(b) **Returning to work at conclusion of leave**

- (i) At least four weeks prior to the expiration of parental leave, the Employee will notify AV of their return to work after a period of parental leave.
- (ii) Subject to clause **64.20(b)(iii)**, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to **clause 64.9** above, the Employee will be entitled to return to the position they held immediately before such transfer.
- (iii) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(c) **Returning to work at a reduced time fraction**

- (i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
- (ii) Where an Employee wishes to make a request under clause **64.20(c)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

64.21 **Extended Family Leave**

- (a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.
- (b) The Employee must make an application for Extended Family Leave each year.
- (c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- (d) Upon return to work AV may reallocate the Employee to other duties.

64.22 **Replacement Employees**

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

64.23 Casual Employees

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

64.24 Consultation and Communication during Parental Leave

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

The Employee shall also notify AV of changes of address or other contact details which might affect AV's capacity to comply with clause **64.20(a)**.

64.25 Superannuation contributions during parental leave

- (a) Where a full-time or part-time Employee (other than an Employee who is a member of a defined benefits superannuation fund) takes a period of parental leave, AV will make superannuation contributions in respect of the Employee's period of absence up to a maximum of twelve (12) months. These superannuation contributions will be made at the prevailing statutory rate and calculated on the Employee's weekly pay, as defined in clause **64.18**.
- (b) If a full-time or part-time Employee (other than an Employee who is a member of a defined benefits superannuation fund) takes a period of parental leave that is less than twelve (12) months in duration and then returns to work at AV and works fewer ordinary hours than the number of ordinary hours worked by the Employee immediately prior to the commencement of the period of parental leave, AV will make superannuation contributions based on the number of ordinary hours worked by the Employee immediately prior to the commencement of the Employee's parental leave until the date which is twelve (12) months after the commencement of the leave.
- (c) Superannuation contributions made pursuant to subclause **64.25(a)** or **64.25(b)** above will be made to the Employee's nominated superannuation fund.

65 Right to Request Flexible Working Arrangement

65.1 Employees with twelve (12) months of continuous service with AV, including casual Employees who have been employed by AV on a regular and systematic basis for at least twelve (12) months and who have a reasonable expectation of ongoing employment with AV on a regular and systematic basis, may request a change to working arrangements as a flexible work arrangements (FWA) in specified circumstances (Specified Circumstances).

65.2 The request must:

- (a) be made in writing;
- (b) set out the details of the change sought; and
- (c) set out the reasons for the change.

65.3 The Specified Circumstances are if the Employee:

- (a) is the parent, or has responsibility for the care of a child who is school age or younger;
- (b) is a carer within the meaning of the *Carer Recognition Act 2010* (Cth);
- (c) has a disability;
- (d) is 55 years or older;
- (e) is experiencing violence from a member of the Employee's family;
- (f) provides care or support to a member of their immediate family or a member of the Employee's household who requires care or support because they are experiencing violence from the members' family;
- (g) has a medical condition that requires an FWA; or
- (h) is transitioning to retirement in accordance with a documented and agreed retirement plan (see clause **25**(Transition to Retirement)).

65.4 AV may only refuse the request on reasonable business grounds.

65.5 Where a request for a FWA is rejected by AV, AV must provide reasons in writing for the refusal as per section 65(6) of the Act.

65.6 AV must give a written response to the request for an FWA within 21 days, stating whether AV grants or refuses the request as per section 65(4) of the Act. If the request for an FWA is approved, AV will confirm in writing the change to the Employee's working arrangements, including the period of time that the change will operate.

65.7 Where an Employee is working in accordance with an approved FWA and is required to complete any education or training requirement, including but not limited to a clinical induction, bridging or remedial program (CIBoR) during the term of the FWA, AV will take into account the personal and family circumstances of an Employee when facilitating this requirement.

65.8 Clause **11** of this Agreement does not apply to this clause except where the subject matter of the grievance or dispute arises under clause **65.4** or section 65(5) of the Act.

66 Long Service Leave

66.1 Definitions

For the purposes of this clause the following definitions apply:

- (a) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay at the time the leave is taken or (if he/she dies before the completion of leave so taken, as at the time of death); and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- (b) **Institution** shall mean any hospital, benevolent home, community health centre, Society or Association registered under the Health Services Act 1988, the Cancer Institute constituted under the Cancer Act 1958 or the Bush Nursing Association (Inc).
- (c) **Month** shall mean a calendar month.
- (d) **Statutory Body** shall mean the Department of Health (Victoria), the Department of Human Services (Victoria), the Department of Justice (Victoria) and the Nursing Board of Victoria.
- (e) **Australian Defence Forces** shall have the same meaning as the Defence Force in the Defence Act 1903.
- (f) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

66.2 Entitlement

- (a) An Employee shall be entitled to long service leave with pay, in respect of continuous service with AV, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (b) An Employee who has fifteen (15) years continuous service with AV shall be entitled to the equivalent of six (6) months long service leave with pay, and thereafter an additional two (2) months long service leave on completion of each additional five (5) years continuous service.
- (c) An Employee who has completed at least seven (7) years but less than fifteen (15) years continuous service with AV is, subject to clause **66.7(b)**, eligible to take long service leave on a pro rata basis based on the period of continuous service completed by the Employee.

66.3 Payment of long service leave on termination of employment or death

- (a) An Employee who has completed more than fifteen (15) years continuous service with AV and whose employment is terminated otherwise than by death of the Employee, shall be entitled to payment of long service leave equal to 1/30th of the period of his or her service since the last accrual of entitlement to long service leave under clause **66.2(b)** of this Agreement.
- (b) An Employee who has completed at least ten (10) years continuous service, but less than fifteen (15) years continuous service, with AV and whose employment is terminated for any reason, other than serious and wilful misconduct, shall be entitled to payment of long service leave equal to 1/30th of the period of service, less any period of long service leave actually taken by the Employee.
- (c) An Employee who has completed less than ten (10) years continuous service with AV and whose employment is terminated for any reason is not entitled to any payment in respect of long service leave.
- (d) Where an Employee who has completed ten (10) years continuous service dies while still employed by AV, AV shall pay to such Employee's legal representative an amount equal to 1/30th of the period of continuous service in respect of which long service leave has not been taken, or payment made, immediately prior to the death of the Employee.

66.4 Recognised Service / Portability Arrangements

- (a) Subject to clause 66.5 the service of an Employee with an Institution or Statutory Body shall be limited to service for which long service leave, or payment in lieu, has not been received, in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by **66.2** above.
- (b) Subject to clause 66.5, service shall include periods of paid employment with the Metropolitan Fire and Emergency Service Board (MFESB), the Country Fire Authority (CFA), and the Victoria Police for those Employees that commenced employment with AV on or after 2 September 1997.
- (c) Subject to clause 66.5, service shall include periods of paid employment with registered interstate emergency ambulance services.
- (d) Subject to clause 66.5, service shall include all periods during which an Employee was serving in Australian Defence Forces or was made available by AV for National Duty.
- (e) Subject to clause 66.5, Employees with prior service with a Government Authority in the inner-budget Victorian Public Service and the inner-budget Commonwealth Public Service and any successor organisations will have such service recognised for the purposes of long service leave, provided that the former Employer transfers the monetary accruals to AV. The list of approved inner-budget agencies may be varied from time to time by agreement between the Parties.
- (f) In circumstances where the transfer of monetary accruals provided in clause 66.4(e)) cannot be achieved, Employees with prior service in the inner-budget Victorian Public Service and the inner-budget Commonwealth Public Service shall have such periods of employment recognised for determining the quantum of time required for entitlement to take long service

leave, provided that the Employee will only be able to access the amount of long service leave accrued with AV.

66.5 Continuity of Service

- (a) For the purposes of calculating long service leave, service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave or long service leave;
 - (ii) the taking of personal/carer's leave under **clause 61**;
 - (iii) any absence during which payment is made under **clause 32.3** Accident pay;
 - (iv) any other absence where AV authorises such absence in writing to be counted as service;
 - (v) any interruption or ending of the employment by AV if made with the intention of avoiding long service leave or annual leave;
 - (vi) any absence on unpaid parental leave;
 - (vii) any interruption arising directly or indirectly from an industrial dispute;
 - (viii) any break between service with an ambulance service, institution or statutory body, provided this is less than the Employee's allowable period of absence from employment, being five weeks in addition to any paid leave which the Employee receives on termination or for which the Employee is paid In lieu;
 - (ix) dismissal if the Employee is re-employed within two (2) months from the date of this dismissal.
- (b) In calculating continuous service, any interruption or absence under **clauses 66.5(a)(i) to 66.5(a)(v)** are to be counted as part of the period of service, but any interruption or absence under **clauses 66.5(a)(vi) to 66.5(a)(ix)** shall not be taken into account in calculating the period of service for long service leave unless it is so authorised in writing by AV .
- (c) The Employee shall be responsible for providing sufficient evidence to support any claim for recognition of prior service. A "Certificate of Service", specifying the period of employment, details of any unpaid leave or absences, including periods represented by payment in lieu of leave on termination, and any details of long service leave granted during service or on termination shall constitute acceptable proof.

66.6 Period of Leave

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

66.7 Taking of Leave

- (a) When an Employee becomes entitled to long service leave, such leave shall be granted by mutual agreement between AV and Employee and such agreement shall not be unreasonably withheld.
- (b) As stated in clause **66.2(c)** above, Employees are eligible to take pro-rata long service leave after seven (7) years and prior to fifteen (15) years. Such leave shall be granted within eighteen (18) months of the application being lodged with AV, provided that:
 - (i) application is made by the Employee no earlier than six (6) months prior to the accrual of seven (7) years' service; and

- (ii) AV is able to accommodate the request, given consideration to operational requirements.
- (c) Where an Employee who has taken long service leave after seven (7) years and prior to fifteen (15) years is subsequently terminated for reasons of serious and wilful misconduct, AV may, subject to the NES, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of long service leave taken in advance from any remuneration payable upon termination

66.8 Public Holidays During Long Service Leave

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

66.9 Payment for Period of Leave

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
 - (i) in full in advance when the Employee commences his or her long service leave; or
 - (ii) in accordance with the ordinary pay cycle; or
 - (iii) in any other way agreed between AV and Employee.
- (b) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by an Employee, the Employee shall be entitled to receive retrospective payment of the increase upon completion of such leave.
- (c) Where the employment of an Employee is terminated for any reason, other than serious and wilful misconduct, before he or she utilises any long service leave accrual, the Employee shall be entitled to payment in accordance with **clause 66.3** of this Agreement at the date of termination of employment.

67 Blood Donors Leave

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

68 Study Leave

- 68.1 AV may grant to an Employee paid leave to attend an approved formal accredited course of study at an educational institution which, in the opinion of AV, is likely to increase the efficiency or enhance the potential of the Employee in the performance of their duties in line with their role and responsibilities at AV.
- 68.2 An Employee may be granted up to 4 hours paid non-cumulative study leave per week, for twenty-six (26) weeks per annum, to undertake an approved course of study. Wherever possible, the Employee should apportion their attendance at lectures and tutorials both within and outside their ordinary hours of work.
- 68.3 An Employee may use study leave to attend any examinations connected to the approved study referenced in **clause 68.1**.
- 68.4 Study leave will be taken at a time that is approved by AV. AV will not unreasonably withhold approval for such leave.

69 Jury Service

- 69.1 An Employee, if required to attend for jury service during ordinary working hours, will be granted leave for jury service and be reimbursed by AV an amount equal to the difference between the amount paid for jury service attendance and the ordinary time rate of pay, in respect of ordinary time that would have otherwise been worked.

69.2 The Employee will notify AV as soon as possible of the date the Employee is required to attend for jury service.

69.3 The Employee will provide AV with proof of duration of attendance and the amount received for such jury service.

70 Court Attendance

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

71 Family Violence Leave

71.1 General Principle:

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

71.2 Definition of Family Violence

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

71.3 Eligibility

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

71.4 General Measures

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

- (f) Where requested by an employee, the People and Culture contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause **71.5** and clause **71.6**.
- (g) AV will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

71.5 Leave

- (a) An employee experiencing family violence will have access to twenty (20) days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. AV may require evidence consistent with clause **71.4(a)** from an Employee seeking to utilise their personal/carer's leave entitlement.

71.6 Individual Support

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

71.7 Family Violence Prevention Education

AV will provide Family Violence Prevention Education to support key contact points across the organisation to assist with supporting Employees. Family Violence Prevention Education will be at the discretion of AV. A selection process will apply to Employees seeking to undergo Family Violence Prevention Education training. Training will occur every two (2) years.

72 Cultural and Ceremonial Leave

72.1 NAIDOC Week Leave

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

72.2 Leave to attend Aboriginal community meetings

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

72.3 Leave to attend Annual General Meetings of Aboriginal community organisations

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

72.4 Ceremonial leave

- (a) Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (i) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
 - (ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- (b) Where ceremonial leave is taken for the purposes outlined in clause **72.4(a)**, up to three (3) days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

72.5 Leave to participate in the First Peoples' Assembly of Victoria

- (a) An Employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to ten (10) days paid leave per calendar year to fulfil their official functions during their term of office.
- (b) Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with AV.
- (c) Where in any calendar year an Employee exhausts their entitlement under this clause the Employee may access their accrued annual leave or ADOs.
- (d) The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of AV.
- (e) Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

73 ANZAC leave

73.1 Every Employee who is an eligible serviceperson and participates in an ANZAC March/Service or similar event will be granted leave of absence on ANZAC Day. There will be no deduction from the pay including applicable allowances as per clause **51** (Shift Allowance) that the Employee would have received had they been at work on the day the Employee is taking ANZAC Leave.

73.2 For the purposes of this clause, the words "eligible serviceperson" mean any Employee who:

- (a) is serving or has served with the Australian Defence Force (ADF) or New Zealand Defence Force (NZDF); or
- (b) is a current or former ADF or NZDF Reservist.

74 Australian Defence Force Reserve Leave

74.1 Paid leave

An Employee is entitled to Australian Defence Force (**ADF**) Reserve leave pursuant to their ordinary time hours, for a total of twenty (20) working days per year, which can be taken as single or multiple days, for the purpose of fulfilling service in the ADF Reserve or attending training camp. Paid ADF Reserve leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee. A part-time Employee will receive a pro rata entitlement.

74.2 Unpaid leave

- (a) An Employee required to fulfil service in the ADF Reserve service may be granted leave up to a maximum period of 78 weeks' continuous service.
- (b) The Employee will consult with AV regarding the proposed timing of the service and will give AV as much notice as is possible of the time when the service will take place. The Employee will:
 - (i) provide AV with a call up notice issued by the Commanding Officer (or delegate) of their defence force unit before the leave is approved;
 - (ii) must supply a statement of earnings or other evidence of attendance at the completion of the leave.
- (c) During this period of unpaid leave, the remuneration (excluding allowances) received by the Employee from the Australian Defence Force or Defence Reserve service during his or her ordinary hours of work is less than the remuneration Employee would have received in respect of the ordinary hours the Employee would have worked for AV had the Employee not taken the period of leave, AV will, unless exceptional circumstances arise, pay to the Employee make up pay for the period of Defence Reserve service.

PART 8 SIGNATORIES

75 Signatories

Executed as an Agreement.

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

Signature of the Authorised Person:

Tony Walker

Name in Full:

Tony Walker

Address:

375 Manningham Road, Doncaster 3108

Explanation of authority:

CEO of the employer

Position:

Chief Executive Officer, Ambulance Victoria

On this date:

17 March 2022

In the presence of this Witness:

Signature of Witness:

K.S. Douglas

Name in Full:

KERRYNN DOUGLAS

Occupation:

Paramedic - Chief of Staff

Address:

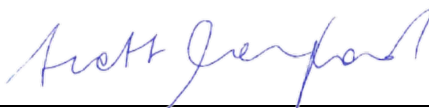
375 Manningham Rd, Doncaster 3108

On this date:

17 March 2022

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

Signature of the Authorised Person:



Name in Full:

Scott Crawford

Address:

152 Miller Street, West Melbourne VIC 3003

Explanation of authority:

Delegated authority

Position:

Director - Victoria

On this date:

18 March 2022

In the presence of this Witness:

Signature of Witness:

Name in Full:

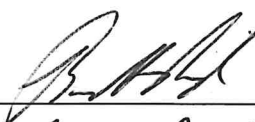
Occupation:

Address:

On this date:

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

Signature of the Authorised Person:



Name in Full:

BRETT ADIE

Address:

117 CAPEL ST NORTH MELBOURNE
VICTORIA 3051

Explanation of authority:

AMBULANCE EMPLOYEES AUSTRALIA VICTORIA

Position:

SECRETARY

On this date:

25/3/2022

In the presence of this Witness:

Signature of Witness:



Name in Full:

JULIAN GIBSON

Occupation:

UNION OFFICIAL

Address:

117 CAPEL ST NORTH MELBOURNE
VICTORIA 3051

On this date:

25/03/2022.

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

Signature of the Authorised Person:



Name in Full:

Danny Hill

Address:

51 Stanley Street West Melbourne V.

Explanation of authority:

Victorian Ambulance Union (VAU) 3003

Position:

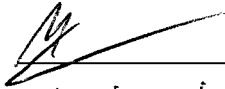
Secretary

On this date:

28 March 2022

In the presence of this Witness:

Signature of Witness:



Name in Full:

Maxine Lange

Occupation:

Solicitor

Address:

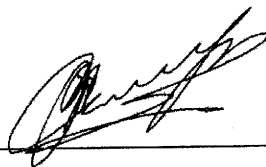
51 Stanley Street West Melbourne, VIC, 3003

On this date:

28 March 2022

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

Signature of the Authorised Person:



Name in Full:

Robert James Hampson

Address:

31 Joseph Street, Blackburn North. Victoria

Explanation of authority:

Position:

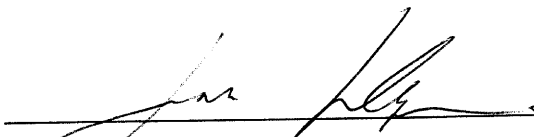
President, Ambulance Managers & Professionals Association

On this date:

18th March 2022

In the presence of this Witness:

Signature of Witness:



Name in Full:

Fiona Louise Hampson

Occupation:

Medical Receptionist

Address:

63 Hogans Road, Hoppers Crossing. Victoria

On this date:

18th March 2022

SCHEDULE A – SALARY SCHEDULE

Salary Ranges Effective First Full Pay Period on or after 25 October 2021:

Grade	Value Range	Salary Range (Term 1)	
		Min.	Max.
1	1.1	\$54,497	\$64,306
2	2.1	\$65,396	\$69,451
	2.2	\$70,801	\$77,560
3	3.1	\$79,172	\$84,011
	3.2	\$85,624	\$93,690
4	4.1	\$95,695	\$99,706
	4.2	\$101,712	\$109,734
	4.3	\$111,740	\$119,761
5	5.1	\$122,236	\$129,657
	5.2	\$132,133	\$144,502
6	6.1	\$147,228	\$155,402
	6.2	\$158,127	\$169,026
7	7.1	\$169,027	\$225,974

Salary Ranges Effective First Full Pay Period on or after 25 October 2022:

Grade	Value Range	Salary Range (Term 2)	
		Min.	Max.
1	1.1	\$55,587	\$65,592
2	2.1	\$66,704	\$70,840
	2.2	\$72,217	\$79,111
3	3.1	\$80,755	\$85,691
	3.2	\$87,336	\$95,564
4	4.1	\$97,609	\$101,700
	4.2	\$103,746	\$111,929
	4.3	\$113,975	\$122,156
5	5.1	\$124,681	\$132,250
	5.2	\$134,776	\$147,392
6	6.1	\$150,173	\$158,510
	6.2	\$161,290	\$172,407
7	7.1	\$172,408	\$230,493

Salary Ranges Effective First Full Pay Period on or after 25 October 2023:

Grade	Value Range	Salary Range (Term 3)	
		Min.	Max.
1	1.1	\$56,699	\$66,904
2	2.1	\$68,038	\$72,257
	2.2	\$73,661	\$80,693
3	3.1	\$82,370	\$87,405
	3.2	\$89,083	\$97,475
4	4.1	\$99,561	\$103,734
	4.2	\$105,821	\$114,168
	4.3	\$116,255	\$124,599
5	5.1	\$127,175	\$134,895
	5.2	\$137,472	\$150,340
6	6.1	\$153,176	\$161,680
	6.2	\$164,516	\$175,855
7	7.1	\$175,856	\$235,103

Salary Ranges Effective First Full Pay Period on or after 25 October 2024:

Grade	Value Range	Salary Range (Term 4)	
		Min.	Max.
1	1.1	\$57,833	\$68,242
2	2.1	\$69,399	\$73,702
	2.2	\$75,134	\$82,307
3	3.1	\$84,017	\$89,153
	3.2	\$90,865	\$99,425
4	4.1	\$101,552	\$105,809
	4.2	\$107,937	\$116,451
	4.3	\$118,580	\$127,091
5	5.1	\$129,719	\$137,593
	5.2	\$140,221	\$153,347
6	6.1	\$156,240	\$164,914
	6.2	\$167,806	\$179,372
7	7.1	\$179,373	\$239,805

SCHEDULE B – OPERATIONAL CLASSIFICATION STRUCTURE

1. The following positions/classifications and wage rates apply to Operational Staff Members, as defined by the Ambulance Victoria Act 1986, section 3(1), and as amended from time to time.
2. An Employee appointed to one of the positions/classifications in Schedule B must at all times maintain their health practitioner registration as regulated by the Australian Health Practitioner Regulation Agency (Ahpra).
3. AV will facilitate an Employee appointed to one of the positions/classifications in Schedule B to maintain their authority to practice. An Employee appointed to one of the positions/classifications in Schedule B may request to be released to facilitate maintaining their authority to practice. AV will not unreasonably refuse the request.

REVIEW OF AGREEMENT COVERAGE OF OPERATIONAL CLASSIFICATIONS AND THE SCHEDULE B OPERATIONAL CLASSIFICATION STRUCTURE

1. During the life of the Agreement, the Parties agree to commence discussions for the purposes of reviewing the appropriate agreement coverage of Operational Classifications currently covered by this Agreement.
2. The Parties also agree to commence discussions for the purposes of reviewing the Schedule B Operational Classification Structure considering:
 - (a) Classification structures that meet the unique requirements of AV;
 - (b) Classification structures that provide clarity to an Employee's classification;
 - (c) A classification structure that considers the work value of an Employee's classification; and
 - (d) A classification structure that considers incremental progression within a particular classification based on the number of years that Employee has remained employed in that classification.
3. It is the intention of the Parties that any agreed changes will be implemented after the expiry date of this Agreement.

OPERATIONAL POSITIONS/CLASSIFICATIONS WHICH HAVE THE COMMUTED AVAILABILITY ALLOWANCE (CAA) (CLAUSE 46) INCORPORATED INTO THE SALARY

1. The Level 1 CAA was incorporated into the annual salary of the following operational positions/classifications from 6 February 2017:
 - a. Clinical Practice Guidelines Manager
 - b. Manager First Responder & Community Programs
2. The Level 2 CAA was incorporated into the annual salary of the following operational positions/classifications from 6 February 2017:
 - a. Area Manager
 - b. Area Manager Operational Logistics & Support
 - c. Area Manager Operational Performance
 - d. Capability & Response Coordinator
 - e. Clinical Lead Communications
 - f. Chief of Staff
 - g. Communications Centre Manager
 - h. Director Emergency Management
 - i. Emergency Management Operational Communications (EMOC) Lead
 - j. Manager Air Operations
 - k. Manager Consequence & Planning
 - l. Manager Emergency Management
 - m. Manager Operational Improvement
 - n. Regional Support Manager
 - o. Stakeholder Engagement Coordinator
 - p. State Events Coordinator

SCHEDULE B - OPERATIONAL POSITIONS/CLASSIFICATIONS SALARIES

Classification Description / Position Title	Effective from the first full pay period on or after 25 October 2021	Effective from the first full pay period on or after 25 October 2022	Effective from the first full pay period on or after 25 October 2023	Effective from the first full pay period on or after 25 October 2024
EMERGENCY ROAD RESPONSE				
Area Manager	\$199,548	\$203,539	\$207,609	\$211,762
Area Manager Operational Logistics and Support	\$199,548	\$203,539	\$207,609	\$211,762
Area Manager Operational Performance	\$199,548	\$203,539	\$207,609	\$211,762
Operations Manager Adult Retrieval Victoria	\$199,548	\$203,539	\$207,609	\$211,762
Regional Support Manager	\$199,548	\$203,539	\$207,609	\$211,762
AEROMEDICAL				
Manager Air Operations	\$200,212	\$204,216	\$208,300	\$212,466
OPERATIONAL COMMUNICATIONS				
Clinical Lead Communications	\$177,725	\$181,279	\$184,905	\$188,603
Communications Centre Manager	\$198,617	\$202,590	\$206,642	\$210,774
Emergency Management Operational Communications (EMOC) Lead	\$198,617	\$202,590	\$206,642	\$210,774
Operational Communications Advisor	\$177,745	\$181,300	\$184,926	\$188,625
Operational Communications Specialist	\$160,538	\$163,749	\$167,024	\$170,364
FLEET				
Operations Equipment Lead	\$150,457	\$153,466	\$156,536	\$159,666
OPERATIONAL IMPROVEMENT				
Communications Improvement Lead	\$160,099	\$163,301	\$166,567	\$169,899
Manager Operational Improvement	\$199,548	\$203,539	\$207,609	\$211,762
MICA Improvement Lead	\$167,542	\$170,893	\$174,311	\$177,797
Regional Improvement Lead	\$167,542	\$170,893	\$174,311	\$177,797
EMERGENCY MANAGEMENT				
Capability & Response Coordinator	\$178,080	\$181,641	\$185,274	\$188,980
Director Emergency Management	\$227,722	\$232,277	\$236,922	\$241,661
Manager Consequence and Planning	\$199,548	\$203,539	\$207,609	\$211,762
Manager Emergency Management	\$199,548	\$203,539	\$207,609	\$211,762
Stakeholder Engagement Coordinator	\$178,080	\$181,641	\$185,274	\$188,980
State Events Coordinator	\$178,080	\$181,641	\$185,274	\$188,980
EDUCATION				
Coordinator Continuing Education Development	\$119,809	\$122,205	\$124,649	\$127,142
Coordinator Driver Training	\$109,300	\$111,486	\$113,716	\$115,990
Coordinator Regaining Authority to Practice & Delivery	\$119,809	\$122,205	\$124,649	\$127,142
Lead Commencing Practice	\$144,502	\$147,392	\$150,340	\$153,347
Lead Community & Co- Responder Program	\$160,538	\$163,749	\$167,024	\$170,364
Lead Continuing Education	\$147,397	\$150,345	\$153,352	\$156,419

Lead Patient Transport & First Responder Continuing Education	\$119,187	\$121,571	\$124,002	\$126,482
Lead Post Graduate & Specialist Programs (MICA)	\$147,246	\$150,191	\$153,195	\$156,259
Lead Specialist Communications Capability	\$160,099	\$163,301	\$166,567	\$169,899
Manager First Responder & Community Programs	\$194,241	\$198,125	\$202,088	\$206,130
QUALITY				
Clinical Practice & Development Specialist	\$125,702	\$128,216	\$130,780	\$133,396
Clinical Practice Guidelines Manager	\$148,465	\$151,434	\$154,463	\$157,552
Patient Review Specialist	\$158,500	\$161,670	\$164,903	\$168,201
Patient Review Specialist Lead	\$168,361	\$171,728	\$175,163	\$178,666
EXECUTIVE OFFICE				
Chief of Staff	\$199,548	\$203,539	\$207,609	\$211,762

SCHEDULE C – AV GRADE AND VALUE RANGE CLASSIFICATION DESCRIPTORS

Classification dimensions		Definition
Level of Supervision		The way in which workplace activity is structured, including the level of supervision and opportunity to monitor performance in either the immediate or broader work setting.
	<i>Close</i>	Instruction is provided for activities with work reviewed for accuracy and completeness. The majority of tasks are repetitive and guided by policy, procedure, or guidelines.
	<i>General</i>	Provision of activities by indicating generally what is to be done, limitations, quality and quantity expected, deadlines and priorities. Additional, specific instructions are given for new, complex, or unusual assignments. The employee uses initiative in carrying out recurring assignments.
	<i>Limited</i>	Overall objectives are set, and resources made available by the supervisor, and, in consultation with staff member, deadlines, projects, and work to be undertaken is determined. The staff member plans and carries out the activities/assignment, resolves most of the conflicts, coordinates work with others and interprets policy on own initiative. The staff member keeps the supervisor informed of progress, potentially controversial matters, or far-reaching implications. There are quality checks.
	<i>Broad</i>	Staff member generally proceeds independently in accordance with plans, policies, and direction of the organisation. Results of work are considered authoritative and are normally accepted without significant change. There are methods, plans and set objectives.
Knowledge / Skills / Proficiency		The level of knowledge/expertise in a particular subject/area coupled with the ability to apply this constructively to the activities/assignment in order to perform or achieve efficiently and effectively.
Organisational Context and Environment		The level of knowledge and awareness of the organisation, its structure, functions, vision, and mission that would be expected of staff at each classification level, and the purposes to which that organisational knowledge may be utilised.
Accountability / Decision making		The responsibility of staff members to complete the tasks they are assigned and perform the duties required by their job in order to fulfil or further the goals, vision, and mission of the organization. If tasks are not completed and functions of the job are not performed properly, then that staff member will also be responsible for dealing with the repercussions. The ability to solve problems or make sound decisions, selecting the appropriate course of action whilst recognising the risk and consequences of decisions taken or actions performed.
Engagement / Relationship Management		The type and level of interaction internally and/or externally to the organisation that fosters and maintains productive relationships between individuals, service units, partners, clients, or other stakeholders. This ranges from task based activities/liaison to strategic, negotiations and advocacy.
Supervision / People Leadership		The role of staff in supervising, managing or leading others.
Qualifications & Experience		The type and duration of formal training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, industry certification and on the job instruction or exposure to procedures. Experience is expected to be relevant to the role and generally in addition to relevant qualifications/training.

Classifications	AV1	AV 2		AV 3
Value Ranges	Not applicable	AV 2.1	AV 2.2	AV 3.1 AV 3.2
Typical role	Team member	Team member		Team member / Leader
Capability Framework	Tactical execution	Tactical Execution		Tactical Execution / Delivery
Typical job titles	Trainee / Assistant	Assistant / Officer		Administrator / Senior Officer / Advisor / Team Leader
Grade Definition	Introductory, trainee or pathway roles.	Technical or administrative support roles requiring knowledge, experience, and proficiency within a defined area of activity.		Technical or administrative roles, requiring knowledge, experience, and proficiency.
Level of Supervision	Close direction requiring supervision or instruction and review across activities.	General direction, including supervision, available policies, procedures, and instruction manuals for most tasks.	General direction available if required. Supervision and instruction provided on more complex activities.	Team leadership may be exercised where appropriate to the role. Broad direction within a well-defined operating framework. Limited supervision on more complex or integrated activities only.
Knowledge / Skills / Proficiency	Undertakes basic technical or administrative support tasks that are defined by policy, procedure, or guidelines.	Undertake straightforward technical or administrative tasks that require some knowledge, experience, and proficiency. Tasks are generally defined by policy, procedure, or guidelines.	Select from a range of accepted options established by rules, processes, and standards. Use theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations.	Undertake technical or administrative tasks that require knowledge, experience, and proficiency. May undertake some tasks with elements of complexity.
	Responsible for delivery of tasks within timeframes as set and progress reviewed by supervisor.	Accountable for delivery of tasks within timeframes. Latitude to use discretion in resolving some issues or enquiries.	Team reference point for peers in operational processes and procedures for the work unit.	Initiate improvements to procedures and practices within the work area. Exercise professional judgement about the application of rules, or the selection of choices within guidelines. Analysis and advice contribute to decision making by others. Adapt theoretical knowledge based on practical experience and/or understanding of current issues in the field. Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives.
Organisational Context and Environment	Has a basic understanding (fundamental) of: - the organisations' role and functions - impact of individual work on work area outcomes - impact of the work area on operational outcomes - relevant legislation and policy frameworks.	Has a limited understanding of: - the organisations' role and functions - impact of individual work on work area outcomes - impact of the work area on operational outcomes - relevant legislation and policy frameworks.	Has a general understanding of: - the organisations' role and functions - impact of individual work on work area outcomes - impact of the work area on operational and financial outcomes - relevant legislation and policy frameworks.	Use theoretical knowledge to achieve outcomes. Explain professional concepts and approaches.
Accountability / Decision making	Responsible for the delivery of basic technical or administrative support of the work area within required timeframes and in accordance with	Responsible for the delivery of technical or administrative support of the work area within required timeframes and in accordance with organisational policy and procedure.	Assess client needs and implements appropriate service delivery from a range of accepted options. Identify where limited precedents apply and may recommend action to be taken.	Set local precedents regarding the application of guidelines. Provide guidance for others in the work area and/ or related areas.

	organisational policy and procedure. Identify risks and policy or procedural inefficiencies that affect day-to-day tasks.	Identify risks and policy or procedural inefficiencies that affect day-to-day tasks and recommend solutions. Plan and prioritise work within set timeframes.	Make decisions that may have significant impact on work area and customers Manage tasks and issues that are more complex than the norm. Be able to select the most appropriate course of action from a range of options.	Utilise expertise in functional area to contribute to team goals. Identify risks and policy or procedural inefficiencies that affect tasks or team or performance. Recommend and implement approved solutions by using professional judgement. Exercises professional judgment about the application of rules, or selection of choices within guidelines. Offer guidance and advice on policies, practices and relevant legislation to provide effective support services.	Assess and respond to policy and process changes in the work area. Identify and apply developments within professional field to problem solving within the work area. Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues. Understand the organisational implications of alternative courses of action.
Engagement / Relationship Management	Provides first point of contact. Support and/or liaise with staff and customers on basic matters/tasks. Refers, or seeks instruction, on problems. Standard procedures guide delivery of service.	Provide first point of contact and assists with straightforward matters/tasks. Standard procedures guide delivery of service. May represent work area at internal meetings.	Use tact and/or persuasion skills, where appropriate, in dealing with an individual client, colleague, service provider or the like. Creatively deals with problems in the work area. Conduct information sessions or consultative process for small internal groups. Or may participate in sessions in larger/broader groups.	Support, assist and/or guide stakeholders on straightforward matters/tasks. Latitude to resolve enquiries, problems, issues guided by policy, procedure or precedent so long as other areas are not affected. Foster effective relationships within area of responsibility. May represent work function. Determine the work organisation of less experienced team members.	Apply understanding of interrelationships between stakeholders and/or other work units to achieve local objectives. Cultivate effective stakeholder relationships within defined parameters.
Supervision / People Leadership	Not applicable.	Provide guidance when required.	Provide a coaching reference point for, or support of, team members in more complex tasks.	Provide guidance to less experienced colleagues. May lead a team.	Lead and influence team performance and activities. Provide coaching and/or advice to team members within subject area. Undertakes team performance management and development. Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues.
Qualifications & Experience	Undertaking, and/or generally possesses, relevant qualifications without subsequent relevant experience.	Generally, possesses qualifications (diploma, degree, or industry certification) with subsequent relevant experience, or an equivalent combination of training and relevant experience.		Completion of a degree or relevant industry certification with subsequent relevant experience or an equivalent combination of training and relevant experience.	

Classifications	AV 4	
Value Ranges	AV 4.1	AV 4.2
Typical role	Team Member / Team Leader / Supervisor	
Capability Framework	Tactical Delivery / Direction	
Typical job titles	Advisor / Analyst / Senior Team Leader / Specialist / Coordinator	
Grade Definition	Experienced professionals providing authoritative advice within a defined context.	
Level of Supervision	Leader of a small team responsible for service delivery, professional and team outputs and outcomes. Limited direction and supervision, working autonomously, within constraints of function and/or professional standards. Undertake tasks of moderate complexity. Responsible for delivery of work and making decisions within a clear accountability framework. Sound knowledge, skills, and experience. Prepare complex professional reports requiring in-depth factual analysis including assessments and recommendations. Authoritative in application of processes and tasks within area of responsibility. Precedent guides choice of response. Apply sound theoretical knowledge and practical expertise to achieve outcomes. Functional expertise in a specific area.	Limited direction and supervision working with considerable autonomy across the function and within professional standards. Provide accurate advice and recommendations including anticipating problems and contribute to issues management. Contribute positively to strategic planning and decision making, developing team objectives for longer term initiatives. Provision of detailed technical, professional and/or policy advice across a range of activities. Apply sound theoretical and practical expertise.
Knowledge / Skills / Proficiency	Has a sound understanding of: - the organisation's role and functions - impact of the work area on operational, financial, strategic, and/or political outcomes - relevant legislation and policy frameworks - applies sound theoretical and practical expertise. Responsible for compliance with legislative, financial, and administrative regulations and frameworks; and delivering priorities in accordance with organisational policies, processes, and guidelines. Recommend action within legislative and policy frameworks. Identify risks and policy or procedural inefficiencies that affect tasks, team, or functional performance. Recommend and implement approved solutions. Exercise professional judgment.	Limited direction and supervision, working with considerable autonomy across the function, with a division-wide view. Contribute new ideas and maximise the benefits of change, including the identification of opportunities to improve the efficiency of business processes. Identify and mitigate risks that will impact on own and teamwork outcomes. Considerable and in-depth knowledge of functions of the - organisation and how these relate to the work area. Monitor changes in the broader function/specialist environment that may impact on work objectives.
Organisational Context and Environment	Has a sound understanding of: - the organisation's role and functions - impact of the work area on operational, financial, strategic, and/or political outcomes - relevant legislation and policy frameworks - applies sound theoretical and practical expertise. Responsible for compliance with legislative, financial, and administrative regulations and frameworks; and delivering priorities in accordance with organisational policies, processes, and guidelines. Recommend action within legislative and policy frameworks. Identify risks and policy or procedural inefficiencies that affect tasks, team, or functional performance. Recommend and implement approved solutions. Exercise professional judgment.	
Accountability / Decision making	Develop guidelines within the defined work area. Understand reasons for decisions and how they are to impact their tasks and work area. Produce work requiring little or no revision before finalisation. Resolves service delivery problems in a manner that is consistent with department/organisation objectives. Make decisions with direction from more senior employees on outcomes with considerable complexity and sensitivity.	Anticipate issues that could impact on tasks, identifies risks and uncertainties in procedures and tasks. Draw on information from a range of sources, uses knowledge and experience to analyse what information is relevant and important. Set priorities for the work area, maintain team cohesion and ensure quality of outputs for the work area. Decisions may set precedents for peers.

Engagement / Relationship Management	Assist and/or liaise with stakeholders on matters/tasks of moderate complexity. Latitude to resolve enquiries, problems, issues and adapt procedure so long as other areas are not affected. Recipient of change. Represents work function. Key point of contact.	Focus on gaining a clear understanding of other's comments by listening and questioning for clarity, checks own views have been understood. Anticipate and respond to differing ideas, needs and expectations to develop an understanding of issues.	Resolve moderately complex enquiries from stakeholders and provide information and advice as a representative of the work area. Build rapport and maintain stakeholder relationships within defined parameters, including cross agency collaboration. Represent the work area at internal and external meetings and conferences, promoting the organisation's interests at community and cross agency levels.
Supervision / People Leadership	May provide guidance / mentoring/ coaching to team members. Lead a team.	Have accountability for completion of allocated tasks, organising workflow, review of work and development of less experienced employees. May provide guidance / mentoring/ coaching to specialists.	Recommends staff resource allocations to immediate manager in order to complete require activities and meet service delivery objectives. Build team capacity through coaching, performance feedback and encouraging career development.
Qualifications & Experience	Completion of a degree or relevant industry certification with proven subsequent relevant experience, or an equivalent combination of training and relevant experience.		

Classifications	AV 5		AV 6		AV 7
	AV 5.1	AV 5.2	AV 6.1	AV 6.2	
Typical role	Supervisor / Manager		Senior Manager		Senior Leader
Capability Framework	Tactical Direction / Strategic Delivery		Strategic Delivery		Strategic Direction
Typical job titles	Senior Advisor / Senior Analyst / Lead / Manager / Specialist		Senior Lead / Senior Manager / Senior Specialist / Partner		Director / Senior Specialist / Senior Manager
Grade Definition	Leader of a team responsible for service delivery, professional and team outputs and outcomes, with organisational impact. Senior advisor providing authoritative expertise, professional, technical or project leadership, requiring professional/specialist expertise and extensive experience.		Manager of a function or department, with organisational and strategic scope, influence, and impact. Specialist advisor providing expert advice on complex organisational issues.		Director of a function, with organisational and strategic scope, influence and impact is state-wide. Specialist advisor providing expert advice on complex organisational issues requiring significant professional expertise and extensive experience.
Level of Supervision	Limited direction within constraints of the department, with an organisation-wide view. Accountable for the local management of a team and/or allocated objectives / or of a program or project according to business plans and priorities. Work is often self-initiated and may involve case management. Experienced, specialist professionals providing authoritative advice, leadership and influence within a defined context. Relied upon for advice in their area of specialisation (subject matter expert). May contribute to the development and implementation of initiatives, strategies or methodologies relating to technical, policy, IT, operational or service oriented matters. Undertakes detailed analysis and development of solutions to major problems.		Broad direction with an organisation-wide view. Autonomy and accountability for actions and decisions across a defined/significant area of work, including service delivery, professional, quality and functional outputs and outcomes. Work is typically strategic, complex, high risk/impact or sensitive in nature. Specialists provide authoritative expertise, professional, technical or program/project leadership, requiring significant professional expertise and extensive experience. Strategic evaluation of alternatives and decision making.		Strategic direction. Considerable autonomy and accountability for leadership of service delivery, professional and functional outputs and outcomes, with business impact. Work is typically strategic, complex, high risk/impact, political or sensitive in nature. Specialists provide authoritative expertise, professional, technical or program/project leadership, requiring significant professional expertise and extensive experience. Complex analysis in primary research.
Knowledge / Skills / Proficiency					
Organisational Context and Environment	Has a broad understanding of: the organisations' role and functions		Has an in-depth understanding of: the organisations' role and functions		Has an extensive understanding of: the organisations' role and functions

	• impact of the work area on operational, financial strategic, and/or political outcomes • relevant legislation and policy frameworks.	• impact of the work area on operational, and strategic outcomes • impact of the organisation on community and/or political outcomes • relevant legislation and policy frameworks.	• impact of the work area on operational, and strategic outcomes • impact of the organisation on community and/or political outcomes • sector, government, and industry (context, advances, and trends) • relevant legislation and policy frameworks.		
Accountability / Decision making	Responsible for compliance with legislative, financial, and administrative regulations and frameworks; and delivering strategic/business plans and priorities in accordance with organisational policies, processes, and guidelines. Develop function/department business plans(s). Review, analyse, assess, and recommend within legislative, regulatory and policy frameworks. Undertake independent decision making relating to area of responsibility which sets precedent for peers. Advocate for the service / function and/or organisation.	Make decisions that may impact on the overall outcomes outside of the work area. Exercise judgement to make decisions loosely governed by the application of rules, regulations, best practice principles or the organisation's operating instructions and procedures. Develops business plans to deliver on evolving organisational priorities.	Responsible for compliance with legislative, financial, and administrative regulations and frameworks; and delivering business plans and priorities in accordance with organisational policies, processes and guidelines. Responsible for the achievement of corporate objectives. Contribute to strategic planning and function/department business plan(s). Make function/department decisions within legislative and regulatory requirements. Undertake independent decision making relating to area of responsibility.	Develop policies, programs and initiatives that impact on programs or major functional areas. Required to interpret general policy framework to make decisions in the absence of definitive operational policies. Communicate reasons for decisions and clarifies expectations of key deliverables. Understand strategic objectives, trends and factors that may influence work plans and goals. Operates with loosely defined parameters and precedents of decision making.	Accountable for compliance with legislative, financial, and administrative regulations and frameworks; and delivering according to strategic/business plans and priorities. Accountable for the achievement of corporate objectives. Lead strategic planning and development of function/department business plan(s). Identify, evaluate, and manage risk in decision making. Make organisational decisions within legislative and regulatory requirements and area of responsibility.
Engagement / Relationship Management	Responsible for actively managing and developing key stakeholder relationships within and outside the organisation. Latitude to resolve enquiries, problems, issues and adapt procedure so long as other areas are not affected. Provide input into change. Convey specialised concepts. Negotiate, persuade, motivate. May represent the organisation and/or technical/specialist function.	Provide key stakeholders with professional and policy advice within an area of specialisation. Consult and share information with team and seeks input from others, ensures others are kept informed. Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement.	Responsible for actively managing and developing key stakeholder relationships within and outside the organisation. Persuasive ability to gain the commitment of senior management, peers and/or stakeholders. Collaborate and champion change agendas. Represent and advocate for the organisation.	Scan environment to monitor priorities and keeps self and others informed on work issues. Actively listens to staff, colleagues, clients and stakeholders, involves and recognises others' contributions. Recognise different views, explores contributions and encourages diverse views. Work with staff to identify development areas, encourages development activities, proactively requests coaching from supervisor, identifies learning for self and shares this with others. Required to use formal and informal channels to influence organisation or program management to achieve goals. Influence stakeholders holding competing views and priorities. May be required to negotiate on the spot, often on the basis of limited information.	Responsible for actively managing and developing key stakeholder relationships within and outside the organisation. Persuasive ability to gain the commitment of senior management, peers and/or stakeholders. Lead change agendas. Represent and advocate for the organisation. Influence organisation, and peers on the contribution of own specialism.

Supervision / People Leadership	Coach/mentor/supervise and coordinate a large team / work group, and/or implementation of a complex plan, program or project.	Recognise different views, explore contributions and encourage diverse views. Work with staff to identify development areas, encourage development activities, actively request coaching from supervisor, identify learning for self and shares this with others.	Manage a team or function and is responsible for organising their workflow and delivery of activities in accordance with the business plan, program or project.	Take responsibility for completion of work within time frames, takes initiative to progress work when required. Maintain a positive team outlook and ensures a balanced working environment. Provides leadership and guidance based on advanced expertise.	Lead a function or department, requiring setting of priorities, with strategic scope, influence and impact.
	May provide leadership and guidance to other specialists.				
Qualifications & Experience	Completion of a postgraduate degree or relevant industry certification (or progress toward) with high level relevant experience, or an equivalent combination of training and sound experience.				Completion of a postgraduate degree or industry specialised certification with extensive relevant experience, or an equivalent combination of training and extensive relevant experience.

FUNCTIONAL STREAMS				
Definition:	Primarily responsible for delivering excellent customer service and responsive administrative support	Primarily responsible for delivering specific outcomes, as a member of, and, whilst practicing their profession.	Primarily responsible for initiating, planning, executing, controlling and delivering tasks to produce a unique product, service or result, using formal project methodologies	
	Administration / Service Delivery	Professional / Technical	Program / Project Management	
AV 1	- Provide basic administrative support - Respond to requests for straightforward, routine information from customers using pro-forma responses and agreed formats - Provide advice on routine queries/issues within the constraints of policy/procedures - Contact customers to discuss straightforward issues such as change of contact details and basic payment matters - Contribute to the operations of the work area - Undertake routine tasks associated with property/maintenance - Maintain office equipment, stores and supplies for a work area	- Perform a combination of tasks where the daily routine provides for latitude to rearrange job sequences provided work priorities are achieved - Gather basic information and undertake basic data entry and retrieval - Schedule appointments, interviews and meetings - Serve as point of contact for team - Inward mail/correspondence coordination - Maintain technical documentation, reports and records - Analyse workflow to create process maps - Conduct user acceptance testing - Develop and maintain knowledge of procedures and tasks - Undertake training and activities to develop knowledge and expertise in relation to profession skills	- Gather basic information and undertake basic data entry and retrieval - Check the accuracy of recorded information - Maintain work area files and recording systems - Receive, dispatch and record correspondence, documents and files - First point of contact	
AV 2	- Provide a first point of contact for customers via telephone, email, or face to face - Respond to queries with assistance from supervisor - Provide information, standard services and initial advice to customers, or referral guided by procedures, guidelines, and policy - Retrieve information and respond to written and telephone requests for routine information from customers - Obtain cooperation of others in the resolution of minor problems to comply with technical and administrative requirements - Request routine information from customers - Provide administrative support to team / work unit - Contribute to the operations of the work area - Provide timely, efficient, accurate services in accordance with legislative and industrial agreements	- Provide client support within a well-defined service framework on straightforward matters - Assess needs, develop plans, and implement appropriate actions where solutions are clearly defined by procedures, guidelines and/or policy - Apply theoretical principles to case management under general guidance and supervision - Provide information and a professional service to clients on available services - Ensure service requests are recorded, regularly updated and realistic resolution times are provided - Maintain records, databases, and case notes/history - Participate in development and delivery of programs - Undertake training and activities to develop knowledge and expertise in relation to profession skills - Transactional processing including data entry and data retrieval	- Maintain databases and record systems including data entry and data retrieval - Check the accuracy of information rectifying any inaccuracies - Create and maintain files and records - Undertake coding and classification of records - Process invoices - Collect data - Participate in the development and delivery of programs - Prepare meeting agendas and minutes - Maintain and use databases including data entry and data retrieval tasks to support program and project objectives	
AV 2.2	- Recommend process improvement opportunities - Use knowledge to apply creative solutions within accepted parameters - Clearly communicate and explain operational procedures, guidelines and policies to customers and colleagues - Undertake research and data analysis as directed by others - Use influencing skills in dealing with individual customers, colleagues, service providers and similar where appropriate - Provide definitive advice in respect of client needs - Monitor activities and initiate corrective action	- Recommend process improvement opportunities - Use knowledge to modify routine procedures and apply creative solutions within accepted parameters - Undertake research and data analysis as directed by others - Adapt routine technical/professional procedures within accepted parameters - Exercise discretion in use of equipment and technology to achieve required outcomes within defined specifications	- Recommend process improvement opportunities - Use knowledge to apply creative solutions within accepted parameters - Administer routine projects under direction and/or coordinate projects steps - Undertake research and data analysis as directed by others - Clearly communicate and explain project procedures, guidelines and policies to stakeholders and project team members	
AV 3.1	- Investigate and manage matters including resolution of customer issues - Resolve customer enquiries, provide information and options, and/or refer customers to the appropriate work area - Assess needs, develop service plan, and implement appropriate action from a range of accepted options - Obtain cooperation or assistance in the administration for a work unit - Coordinate, record and monitor correspondence flow - Provide administrative support including responsibility for accounts, travel and diary management and some secretariat duties - Create and produce documents and reports	- Provide advice and guidance to internal stakeholders and colleagues on straightforward regulatory and compliance matters - Provide standard professional services independently within defined parameters - Work with other professionals in dealing with complex situations - Advise clients and initiate intervention strategies - Develops, maintains, and analyses databases / record systems ensuring accuracy and consistency - Participate in and implement continuous improvement initiatives - Undertake training and activities to develop knowledge and expertise in relation to profession skills - Prepare and present reports, presentation, data analysis and documentation	- Accurately document resource allocation and deployment - Retrieve information on projects and programs for more senior staff - Assist with the management of multiple projects including following up on outstanding tasks - Perform preliminary research for input into reports - Liase with contractors, monitor daily performance, and escalate issues where necessary - Check the accuracy of information and work - Check payments, purchases and expenditure - Analyse and identify exceptions - Contribute to continuous improvement activities - Assist in the development and review of policies, procedures, work instructions, processes and systems related to the project	

AV 3.2	- Contribute to continuous improvement of processes and systems including making recommendations - May lead a corporate support team within a well-defined service delivery framework delivering a specific service, including supervising, coordinating, and allocating workload - Provide service delivery leadership in terms of local issues and contribute to service delivery plans and development within the organisation - Influence management and colleagues on service delivery plans - Adapts theoretical knowledge based on practical experience and/or current understanding of relevant issues - Applies understanding of relationships and interdependencies between stakeholders and/or work units to achieve required outcomes - Prepares and analyses reports to support decision-making across the broader work area	- Advise on key issues, initiatives and actions or manage complex steps/situations - Recommend strategies, approaches, and implement solutions	- Perform research and analysis and manipulate data to enable accurate reporting - Monitor budgets, report on expenditure and reconcile payments
AV 4	- Investigate and manage matters including those referred upwards from staff - Understand, respond, and resolve complex customer/stakeholder enquiries - Assess and use judgement to determine customer needs, requirements, and entitlements in complex situations - Lead a corporate support team or team delivering a wide range of professional / complex services, supervising, coordinating, and allocating workload - Monitor team outputs ensuring service and quality standards are met - Facilitate a range of core customer services and support including provision of sound advice, contract management and some secretariat duties - Undertake quality assurance activities to ensure the accuracy and appropriateness of information and procedures - Influence, and make sound decisions as a service driver - Implement strategy through application of programs and initiatives - Authoritative in the application of processes - Participate in various forums, working groups, providing input - Build collaborative relationships with stakeholders	- Provide direction in terms of professional/technical issues and contribute to service delivery plans and development within the organisation - Adapt theoretical professional/technical knowledge based on practical experience and/or current understanding of relevant issues - Apply understanding of relationships and interdependencies between stakeholders and/or work units to achieve required outcomes - Plan small to medium scientific, technical or specialist projects - Prepare complex reports requiring in-depth factual analysis - Provide professional advice, support and guidance to stakeholders and colleagues on regulatory requirements and continuous improvement matters - Deliver reports and trend analysis - Key advisor ensuring coordination and consideration of business governance, employee rights and employer obligations and compliance issues - Lead, research, and review decisions with regard to cases and manage moderately complex cases - Undertake professional assessments and liaise with other internal or external professionals to complete risk assessments or make referrals for case management or infrastructure - Provide technical recommendations and options for action in day to day management of broad functions - Act as a point of escalation for more complex or technical matters from team members - Conduct investigations and audits undertaking detailed analyses and advise insights to support business decision making - Develop, contribute to and maintain systems and processes and ensure records are accurate and compliant - Participate in and implement continuous improvement initiatives - Prepare and present complex and professional reports requiring in-depth factual analysis, including assessments, recommendations, presentations, and documentation - Cultivate an environment that keeps staff motivated - Coordinate and allocate team workload - Administer and champion corporate programs - Negotiate and implement service level agreements - Specialist in an area of their profession and relied upon for advice in the field - Work independently at a professional level often being autonomous in provision of professional services - Undertake a range of financial management responsibilities aligned to the business needs, including: budgeting, planning, modelling, forecasting, and reporting - Oversee the coordination and allocation of team workload	- Develop and deliver project plans or programs associated with small to medium projects ensuring delivery is on-time, within budget, and at the required quality level - Undertake project performance reviews - Coordinate multiple and/or concurrent straightforward tendering processes - Ensure projects are tracked, managed, and reported according to industry best practice and organisational standards - Proactively identify risks relating to projects and implement risk mitigation strategies - Contribute to the planning and lead the delivery of medium/complex projects under the direction of more senior management - Oversee databases and undertake data quality assurance - Process analytical results and present data into formats suitable for interpretation by senior stakeholders - Identify key stakeholders and work pro-actively to gain their support and endorsement by establishing contacts, conducting presentations and hosting/attending stakeholder meetings - Formulate and implement program initiatives - Draft and promote new policies and procedures required to embed project outcomes
AV 4.2	- Build team capability to meet organisational objectives and challenges - Monitor the impact and quality of customer service activities - Resolve more sensitive and difficult service delivery issues, in a manner that is consistent with work unit and organisational objectives	- Apply comprehensive work knowledge, precedent and established practices to situations involving complexity and sensitivity which require considerable interpretation and analysis - Research and apply advanced theoretical knowledge in a specialised field to problem solving - Apply sound theoretical and practical expertise in the development of policy options and/or recommendations in a specific professional/technical field of expertise	- Manage, end to end, small projects or projects of a specialised nature - Manage consultation processes including engagement with key stakeholders - Manage financial reporting and analysis activities - Develop, deliver, coordinate, plan and assess training programs

		• Provide expert advice and quality assurance checks on more complex areas of policy	• Solutions and thinking may advance organisational innovation or occupational/professional knowledge • Undertake advanced case management, which may include cross agency collaboration	• Focus on understanding stakeholder issues • Lead medium projects with limited direction • Manage multi-disciplinary project teams • Decisions often impact upon staff, peers and clients outside the immediate work area • Develop and implement policy which impacts the immediate work area • Negotiate and manage contracts and agreements, related to project deliverables
AV 4.3	• Decisions may set precedents for peers • Develop business/service delivery plans to deliver on evolving organisational priorities • Undertake more complex or technical investigations and make data driven recommendations for action • Negotiate and manage corporate and service agreements and ensure compliance			
AV 5	• Manage relationships and negotiate on complex matters, resolve escalated customer issues and refer when necessary • Liaise with internal and external stakeholders to ensure positive customer outcomes • Manage significant and complex corporate support work/case management/or a multi-functional team • Provide specific program, service or policy information to customers • Monitor and ensure customer service standards are met by the team • Gather, analyse, and report on customer feedback obtained from a number of sources • Negotiate and manage contract management and administration • Negotiate with customers to resolve conflict in escalated cases • Makes decisions on complex strategies	• Provide expert advice and/or direction to internal stakeholders and colleagues on regulatory and compliance matters • Exercises professional judgement about the application of rules, or the selection of choices within guidelines and/or precedent • Develop scenario modelling; review patterns, contributing factors and emerging trends to translate strategy into work priorities and action • Develop policies, processes and procedures identifying opportunities for re-engineering • Prepare and review complex reports requiring in-depth factual analysis including assessments and recommendations for consideration by others • Undertake benchmarking activities • Ensure application of industry best-practice • Design and lead implementation of a range of diverse initiatives to achieve broader organisational objectives • Provides leadership, training, and development for others in the adaptation and application of professional concepts • Identify gaps in service delivery, adapting and redesigning processes • Advocate and drive continuous improvement • Educate and coach • Manage annual processes • Conduct and manage investigations • Prepare reports on services, programs, activities and identify and escalate issues and risks • Monitor legislative requirements • Advance projects through provision of technical support • Contribute to the development of knowledge and innovation within the profession	• End to end management of medium/complex and high risk projects and define project resourcing requirements ensuring delivery is on-time, within budget, and at the required quality level. • Perform research work and analysis and prepare reports on relevant program or portfolio activities; and/or project milestones and recommendations • Co-ordinate multiple contract management including managing tendering processes and monitoring contract performance • Provide advice and technical expertise in specific areas of research and project work, including case management for organisation wide, targeted programs • Complete risk assessments and risk management activities for a project or program • Manage expenditure, analyse, and report on financial information • Approve or certify payments, entitlement, and other forms of expenditure with appropriate delegation • Manage multi-disciplinary project teams often in a matrix environment ensuring professional methods and standard work processes are applied • Develop, govern, monitor, and promote new policies and procedures required to embed project outcomes	
AV 5.2	• Manage cross-functional delivery of a defined service with increased budget, staff responsibilities, or sensitive or complex issues • May be required to resolve complex issues through cross functional consultation and negotiation with key stakeholders • Is influential in negotiations with external suppliers of major services to the organisation • Designs, develops, and implements function and departmental business plans • Provide coaching, professional leadership and guidance to peers	• Modify and apply known concepts to new situations that impact beyond the defined work area • Contribute to the development of standards relating to the sector, program, or profession • Provide coaching, professional leadership and guidance to other specialists in the field • Negotiate with stakeholders, peers, industry bodies and other government agencies with the objective of gaining cooperation, influencing views and meeting timelines and objectives for delivery of project, service, or advice • Provide leadership in the application of concepts to policy development	• Lead multiple medium, complex and/or high risk projects • Negotiate with stakeholders, peers, industry bodies and other government agencies with the objective of gaining cooperation, influencing views and meeting timelines and objectives for delivery of project, service, or advice	

AV 6	• Manage more sensitive and difficult problems relating to customer service • Negotiate with internal and external stakeholders to ensure positive customer outcomes • Manage complex customer relationships and escalated enquiries/cases and issues • Provide specialist assistance to key customer groups to achieve outcomes in accordance with a range of key performance measures • Design data gathering materials and methods. Direct their use to assess customer service standards and ensure that customer service standards are met • Implement changes • Monitor the impact and quality of customer service activities • Analyse and make recommendations • Prepare correspondence of a complex nature • Provide a quality customer service by providing fair and timely reviews for customers within legislative and policy guidelines • Impart high level expertise • Manage the delivery of a multidisciplinary service including budget, staff, or sensitive / complex issues	• Provide expert advice on matters that are highly complex, contentious or sensitive • Strategically design, develop and deliver departmental objectives • Develop policies, processes and procedures, routinely advising senior levels of the organisation on issues and solutions. • Establish service level agreements • Apply comprehensive work knowledge, precedent, legislation, policy, procedures and guidelines to situations which require considerable interpretation • Undertakes advanced interventions in dealing with complex matters • Identify and actively manage emerging issues and areas of risk • Ensure initiatives meet quality assurance, risk management and process improvement criteria consistent with best practice methodologies and regulatory requirements • Manage and provide professional leadership to a function, department or team • Provide strategic thinking and future planning and oversee change management initiatives • Maintain an update to date knowledge of emerging technologies/trends and their potential application/impact to the organisation • Oversee and/or undertake and report upon investigations • Contributes to the development of standards in the profession	• Manage and deliver (multiple) large/complex and high risk projects • Manage and deliver medium/complex and multi-functional programs • Liaise with other sections, external organisations and external stakeholders and facilitate cross-organisation planning of program delivery • Oversee research work and analysis including the preparation of reports on relevant program activities and/or project milestones with significant impact • Develop and manage project plans, including evaluation reporting • Control project design and planning activities associated with complex / large applications and infrastructure development projects. Defining, sourcing and managing resources as necessary • Manage multiple large scale and complex contract and service agreements and ensure compliance • Co-ordinate contract management including developing tender documentation, managing selection processes and addressing contractor performance issues • Provide advice and technical expertise in specific areas of project or program activities • Coordinate risk assessment and risk management activities for a project or program • Provide project direction and quality assurance advice to all projects managed • Manage financial reporting and analysis activities • Devise and lead strategies • Prepare briefs and proposals • Promote the use of contemporary tools and approaches to manage the PM life cycle effectively
AV 6.2	• Interpret and adapt general policy framework to make decisions in the absence of definitive organisational policies • Implement endorsed strategic policy across a range of functional areas • Design, develop and implement significant and strategic policy across a range of large and complex functional areas • Manage a range of strategic corporate functions, each with significant budget, staff responsibilities or strategic importance • Provide significant expertise, experience and knowledge to strategic organisation planning and decision-making processes • Responsible for operational policy or service development that has significant impact across functional areas • Lead strategic corporate initiatives • Develop complex or specialist service delivery models	• Contribute advanced expertise and knowledge to strategic planning and decision making processes • May manage senior technical and/or professional experts • Lead an area of expertise and hold responsibility for managing significant complex issues or broad corporate initiatives • Display high level expertise in a field or discipline that is critical to the organisation providing advice to government, senior levels of the organisation and key external stakeholders • Drive change and development to achieve and maintain desired culture in the organisation	• Manage major projects within the organisation with extensive budget and resource responsibility complicated by the scale and difficulty of the issues • Brief high level stakeholders in own area of expertise in a variety of internal and external forums • Deploy high level expertise in the program area • Influence most senior stakeholders with competing priorities and/or goals negotiating to resolve differences • Display proficiency and high level expertise which is critical to program delivery
AV 7	• Negotiate with customers to resolve conflict in the context of escalated, sensitive or difficult issues • Review complex and sensitive issues relating to internal and external customers • Effectively lead a function • Provide strategic thinking and future planning and oversee change management initiatives • Negotiate and liaise with internal and external stakeholders to ensure positive outcomes • Manage complex customer relationships, including the management of customer expectations • Develop and ensure delivery of specialist services to customers • Identify, establish and implement new services and customer service systems and system improvement initiatives	• Provide expert advice on matters that are highly complex, contentious or sensitive • Strategically design, develop and deliver organisational objectives • Provides specialist professional services or advice, including leadership and guidance to other specialists in the field • Builds and maintains strong relationships with all key internal and external stakeholders with an aim to promote strategic objectives and build knowledge networks • Apply extensive work knowledge, precedent, legislation, policy, procedures and guidelines to situations which require considerable interpretation • Identify and actively manage emerging issues and areas of risk for the organisation • Effectively lead a function	• Collaborate with stakeholders to establish and deliver joint program initiatives • Lead, manage, monitor and deliver projects that may have an organisation wide impact • Oversee and analyse project outputs, aims and objectives • Lead the research, review and evaluation of projects and/or programs • Report on program outcomes to internal and external stakeholders providing strategic advice to support decision making/direction. • Oversee the use of specialist project service providers, including contractors and consultants • Evaluate specialist proposals from contractors, select contractors and manage consultant/contractor providers

	- Identify measures to assess performance and direct data gathering processes to measure service impacts - Act on outcomes of performance measurement activities to ensure that customer service standards are met - Provide deep insight to challenge sector service delivery and business performance and drive key strategic decisions - Direct reporting in relation to customer service activities and act on recommendations - Promote a customer focused culture within work area - Manage and implement cultural and procedural change with a customer focused culture within work area - Prepare complex and/or sensitive correspondence and corporate documentation, reports, submissions, proposal papers and notes - Provide expert program, service or policy interpretation to ensure a high level of customer service - Develop business plans and strategies - Oversee risk assessment and risk management activities	- Provide strategic thinking and future planning and oversee change management initiatives - Oversee and report upon investigations	- Maintain expert knowledge in relevant areas and provide advice and technical expertise to guide project and program activities - Undertake risk assessment and risk management activities for a project or program - Promote the use of contemporary tools and approaches to manage the PM life cycle effectively - Monitor program outcomes and analyse against budget specifications - Manage a significant set of resources of a business unit, including financial budgets - Develop and maintain business planning strategies - Lead strategic planning for longer-term project initiatives and program management
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SCHEDULE D – SALARY PACKAGING ARRANGEMENTS

BASIS FOR SALARY PACKAGING

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

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

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

1. DECISION TO SALARY PACKAGE

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

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

2. GENERAL TERMS AND CONDITIONS

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

(a) Administration

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

(b) Fringe Benefits Tax

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

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

(c) Set Up Costs

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

(d) Administration Costs

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

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

(e) Reconciliation of Expenses

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

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

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

(f) Resignation or Termination

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

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

(g) Variations to Packaging

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

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

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

(h) Cancellation of Packaging

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

(i) Benefits

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

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

3. CALCULATION OF ENTITLEMENTS

(a) Leave

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

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

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

(b) Workers Compensation Payments

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

(c) Superannuation.

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

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

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

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

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

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

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).