



AmbulanceVictoria®

Ambulance Victoria Management and Administrative Staff Enterprise Agreement 2025



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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 2025*.

2. Definitions

ADO means Accrued Day Off.

Agreement means the Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2025.

AMPA means Ambulance Managers and Professionals Association.

AV means Ambulance Victoria.

AVEA 2020 means the Ambulance Victoria Enterprise Agreement 2020.

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* (Cth) 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* (Cth).

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.

Translating Employee means an Employee (including a Translating Shift Worker) who was previously engaged under the AVEA 2020 in any of the positions set out in the administrative classification structure under clause 29 of the AVEA 2020 and who are not covered by the Ambulance Victoria Enterprise Agreement 2024.

Translating Shift Worker means an Employee who was previously engaged under the AVEA 2020 as a shift worker in any of the positions set out in clause 2(a) of **Schedule E – Translation Provisions for Former AVEA Shift Workers** and continues to be engaged as a shift worker in any of the positions set out in that Schedule.

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, United Workers Union/Ambulance Employees Australia - Victoria (**UWU/AEAV**) and Victorian Ambulance Union (**VAU**).

UWU/AEAV means United Workers Union/Ambulance Employees Australia – Victoria.

VAU means Victorian Ambulance Union

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 18 December 2029.
- 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 A - Salary Schedule**, **Schedule B - Operational Classification Structure** and **Schedule C – AV Grade and Value Range Classification Descriptors**. It will not apply to any person currently employed on a GSERP Contract.

5. **Interpretation and Other Matters**

- 5.1 In this Agreement:
 - (a) a 'summary box' at the beginning of a clause is taken to be a part of the Agreement. However, to the extent of any inconsistency between the terms of a summary box and the terms of a clause, the terms of the clause will prevail; and
 - (b) any policy, procedure or other document referenced in this Agreement is not incorporated into this Agreement unless expressly provided otherwise.

6. Relationship with Previous Awards and Agreements

- 6.1 This Agreement is a comprehensive Agreement that operates to the exclusion of any awards or other agreements. For the avoidance of doubt this agreement operates to the exclusion of the *Health Professionals and Support Services Award 2020* and replaces and supersedes the *Ambulance Victoria (Management and Administrative Employees) Enterprise Agreement 2021*.
- 6.2 Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the NES and the NES provide a greater benefit, the NES will apply to the extent of the inconsistency.

7. No Further Claims

- 7.1 This Agreement is reached in full and final settlement of all matters subject to claims by either Party and for the life of this Agreement and no further claims will be made or supported by the Parties.
- 7.2 Clause 7.1 is not intended to inhibit, limit or restrict AV's right or ability to introduce change in the workplace, subject to AV meeting its consultation obligations set out in clause 12 of this Agreement.

8. Anti-Discrimination

Summary

This clause affirms the commitment of the parties to the Agreement to diversity and non-discrimination at Ambulance Victoria.

Nothing in this clause affects any existing right or obligation under existing State or Commonwealth anti-discrimination legislation.

- 8.1 The parties to this Agreement are committed to promoting and upholding the diversity of the work force, protections against unfair treatment, and the prevention and elimination of discrimination on the basis of protected attributes under legislation including (but not limited to) race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political belief or activity, lawful industrial activity and national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure in clause 15, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.
- 8.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
 - (b) the exemptions in section 351(2) of the FW Act; and
 - (c) 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 or the Victorian Equal Opportunity and Human Rights Commission.

9. Bullying and Harassment

Summary

This clause confirms AV's commitment to providing a workplace that is free from bullying and harassment. Subject to this Agreement, internal complaints of bullying or harassment will be dealt with by AV as it considers appropriate, which may include the commencement of a workplace investigation or other processes necessary to address the complaint.

Where AV determines that it is appropriate to deal with a complaint under clause 12 (Performance, Disciplinary Procedure and Procedural Fairness):

- AV will ensure such process is conducted in accordance with the principles of procedural fairness and natural justice; and
- AV may take disciplinary action against an employee for findings of bullying and/or harassment.

- 9.1 Bullying and harassment in the workplace are unlawful behaviours. AV is committed to providing a workplace that is free from bullying and harassment and recognises that it has a positive obligation to provide a safe and respectful workplace.
- 9.2 AV will continue to develop and put in place measures designed to prevent workplace bullying and harassment.
- 9.3 AV's Codes of Conduct, Policies and Procedures describe particular behaviour which is not acceptable, including bullying and harassment. An Employee must not engage in behaviour which constitutes bullying or harassment. It is expected that, in accordance with AV's Code of Conduct, Policies and Procedures, all Employees will:
- (a) personally demonstrate appropriate behaviour;
 - (b) take reasonable steps to ensure their safety and health; and
 - (c) avoid adversely affecting the safety and health of any other person through workplace bullying and harassment or by omission to deal with acts of bullying or harassment.
- 9.4 Where an internal complaint of bullying and/or harassment is raised, AV will determine the next steps it considers appropriate, which may include dealing with the complaint as a disciplinary matter in accordance with clause 21 and/or commencing an investigation in accordance with clause 21.3 or any other process which is deemed appropriate to resolve the matter.
- 9.5 In the first instance, where an allegation of bullying and/or harassment arises, the parties involved should attempt to address the matter between themselves where it is safe and appropriate to do so. If it is not possible or safe or appropriate to resolve the matter directly between the parties, either of the parties may seek intervention in the first instance from their local management team. If AV determines that it is more appropriate to deal with a complaint in

accordance with clause 21, the management of a complaint, including any investigation where applicable, shall be undertaken in accordance with the principles of procedural fairness and natural justice as outlined in clause 22.

9.6 Disciplinary or restorative actions may be taken in accordance with Part 3 - (Performance, Disciplinary Procedure and Procedural Fairness).

9.7 The Parties acknowledge that bullying and harassment is an OH&S matter and acknowledge their obligations under clause 19 (Occupational Health and Safety).

9.8 **Contact Officers**

- (a) Within 12 months from the commencement of the Agreement, Ambulance Victoria will establish a network of Contact Officers to assist Employees to access information, advice and support related to equity, diversity and inclusion matters or bullying and harassment in the workplace, and arrangements to facilitate the following:
- (i) Contact Officers provide confidential guidance to Employees to help them make sense of what they are experiencing or witnessing. Contact Officers provide information so Employees can understand their rights and available options when experiencing or witnessing bullying, harassing, discrimination or victimisation behaviours in the workplace. This may include, for example, self-resolution options, internal complaint processes, or external avenues.
 - (ii) Contact Officers do not conduct investigations, advocate on behalf of Employees, or provide legal advice. Contact Officers do not replace formal investigations or other relevant AV processes or obligations related to bullying and harassment in the workplace.
 - (iii) Contact Officers will receive appropriate training, to be determined in consultation between the Parties. For the purpose of the consultation, the Parties will consider training courses delivered or endorsed by the Victorian Equal Opportunity and Human Rights Commission (**VEOHRC**) or equivalent.
 - (iv) Contact Officers will be provided reasonable time during working hours to perform the role and attend training in accordance with clause 9.8(a)(iii).
 - (v) Ambulance Victoria will regularly gather de-identified information to consider themes and systemic issues arising from matters raised with Contact Officers including:
 - (A) barriers to reporting, recurring risks, cultural issues or gaps in policy or practice;
 - (B) issues or improvements related to training, prevention, referral and support mechanisms for bullying and harassment related issues in the workplace.

10. Gender Equality

Summary

This clause confirms AV's commitment to compliance with the *Gender Equality Act 2020 (Vic)*, including the preparation and maintenance of a Gender Equality Action Plan which outlines AV's strategies and measures for promoting gender equality in the workplace.

At its core, the intent of this clause is to create a respectful, safe and inclusive culture of belonging for all.

- 10.1 The Parties to this Agreement respect and value promoting, encouraging, and facilitating the achievement of gender equality in the workplace. As set out in section 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.
- 10.2 In fulfilling its obligations under the *Gender Equality Act*, AV will:
- (a) develop, implement, and maintain 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) consult as required by section 10(2)(b) of the *Gender Equality Act* with Employees and Employee Representatives in the preparation of the Gender Equality Action Plan.
 - (c) prepare and publish a report on progress against the measures and strategies in its Gender Equality Action Plan and other matters set out in section 19 of the *Gender Equality Act*, to be made available to Employees and Employee Representative/s;
 - (d) 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
 - (e) assess the gender impact when developing or reviewing any AV policies, programs or services that have a direct and significant impact on the public.
- 10.3 **Workplace gender equality audit**
- (a) AV will undertake a workplace gender equality audit to assess the state and nature of gender equality in the workplace as required by section 11 of the *Gender Equality Act*.
 - (b) The data set generated in clause 10.3(a) will be used to inform the AV Gender Equality Action Plan provided for in clause 10.2(a).
 - (c) Based on the insights from the audit in clause 10.3(a), AV will take all reasonable steps towards achieving gender equality in the workplace.
- 10.4 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 inequality. These include race, Aboriginality, religion, ethnicity, disability, age, sexual orientation and gender identity.

- 10.5 AV will work collaboratively with Employees and Employee Representatives to, as far as is reasonably practicable, identify, support, and implement strategies designed to promote gender equality across the industry.
- 10.6 Disputes related to systemic gender equality issues may be referred by any party to the Public Sector Gender Equality Commissioner in accordance with section 39 of the *Gender Equality Act*.

11. **Workplace Adjustments**

AV recognises that it has obligations under the *Equal Opportunity Act 2010* (Vic) and the *Disability Discrimination Act 1992* (Cth) to make reasonable adjustments or accommodations when requested by Employees who have a temporary or permanent disability or who have responsibilities as a parent or carer as defined by the relevant Act. AV is committed to complying with those obligations.

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PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. Implementation Of Change

12.1 Where AV is intending to:

- (a) restructure the workplace, introduce new technology, change existing work practices or otherwise introduce a major workplace change that is likely to have a significant effect on an Employee(s); or
- (b) introduce a change to the regular roster or ordinary hours of work of the 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 Unless agreed otherwise between the relevant union/s and AV, any major workplace change that is likely to have a significant effect on an Employee will be subject to a consultation period of at least 28 days in total.
- 12.7 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.

12.8 Any dispute concerning the obligations arising under this clause will be dealt with in accordance with the procedure in clause 15 (Resolution of disputes and grievances) of this Agreement. A dispute over this clause can be initiated by an Employee or Employee Representative.

12.9 For clarity, Employees are entitled to representation throughout the consultation process under this clause 12.

13. **Consultative Committee**

The Parties agree that 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 Consultative Committee will comprise of AV and authorised representatives on behalf of the Unions (including where applicable, delegates of the Unions). 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. AV may elect to proceed with a Consultative Committee meeting in the event that a Union has no authorised representative to attend.
- (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.
- (e) Discussions will be focused on organisational issues and AV will ensure that the appropriate representative/s will be in attendance.

14. **Meeting Provisions**

14.1 AV recognises that the Consultative Committee in clause 13 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 either in paid time or through the arrangement of a mutually agreed shift swap. Transport will be provided or arranged to allow the Employees to carry out their designated function consistent with this Agreement.
- (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, provided that:
 - (A) if it is not possible for a meeting to be scheduled so that all Employees authorised to attend on behalf of Unions are rostered to work, then the Employee will request, and AV will attempt to facilitate, a mutually acceptable shift swap(s) so that the representative is rostered to work on the day of the meeting; and
 - (B) if meetings are away from the authorised Employee's place of work, AV will provide or pay for appropriate transport, regardless of whether they are rostered to work or not, and allow sufficient time for the authorised Employee to attend the meetings.
- (ii) When Consultative Committee meetings are scheduled for times when the authorised Employee to attend on behalf of the Union is not working, then the Employee will be paid overtime in accordance with clause 56 for attendance at the meeting.
- (iii) Notwithstanding how the attendance is facilitated under any of the above clauses, the time allowed to an authorised Employee to attend on behalf of the Union(s) for a meeting under this clause will include one hour preparation time, and attendance time and travel time.
- (iv) In the event that an authorised Employee 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.

15. Resolution of disputes and grievances

- 15.1 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.
- 15.2 This includes a dispute about whether an employer had reasonable grounds to refuse a request for flexible working arrangements.
- 15.3 A party to the dispute or grievance may appoint a representative for the purposes of the procedures in this clause.
- 15.4 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.
- 15.5 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.

15.6 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 clauses 15.1, 15.2 or 15.3, an Employee can proceed straight to step 15.7 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.

15.7 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.

15.8 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 15.1 or 15.2 may only be dealt with in accordance with clause 15.8(a) when any of the following disciplinary outcomes have been imposed (such a dispute or grievance may include whether clause 22 has been complied with by AV coming to a decision):
 - (i) Formal counselling steps in clause 20.6(a);
 - (ii) Warning.
 - (iii) Final warning;
 - (iv) First and final warning;
 - (v) Restorative practice where issued in conjunction with any action listed in clause 15.8(b)(i) to 15.8(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 15.8(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 22; and/or
 - (ii) determine whether AV has acted unreasonably or unjustly in the circumstances in imposing the disciplinary outcome in clause 15.8(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 subclause 15.8(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.

15.9 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.

16. Employee Engagement Forums

Summary

Employee engagement forums will be coordinated and facilitated on a quarterly basis by local managers to enable employees at those teams to engage in respectful, safe and open discussion of organisational matters, local issues and to connect with organisational programs and strategic direction.

The forums are an opportunity for AV managers to engage their Employees and hold respectful discussions. The aim of these forums is to resolve issues at the local managerial level. Where issues are unable to be resolved locally, the manager will escalate up through their management teams. Managers will provide updates on status of issues.

The forums are about organisational matters and priorities, not individual grievances about other Employees. In the first instance, any such grievances should be raised individually and confidentially with the relevant manager outside of these forums.

- 16.1 AV will facilitate quarterly Employee engagement forums. The forums are about organisational matters and priorities, not individual grievances about other Employees. These forums are a safe place for operational and organisational matters and issues to be discussed with local managers in a positive and respectful way. The main aim of these forums is to resolve issues at the local managerial level.
- 16.2 Employee engagement forums will be coordinated and facilitated by AV managers at the relevant level to connect one or more teams, as determined by AV in consultation with Employees.
- 16.3 AV will take reasonable steps to ensure forums will be accessible to all Employees from the relevant teams using a combination of in-person, remote access, and recorded options, during business hours.
- 16.4 Employee participation in Employee engagement forums is optional and Employees will not be paid for attendance at forums held outside of the Employee's working hours. Employees who are required to be available to undertake operational duties at the relevant time will not be released from

operational duties to participate in Employee engagement forums. Requests by Employee Representatives to attend will not be unreasonably refused.

- 16.5 AV will provide training and support for managers, where required, to coordinate and facilitate the Employee engagement forums.
- 16.6 Any issue raised by Employees should genuinely be attempted to be resolved at the local level. Where a matter is unable to be resolved at a local level, it will be escalated up to the relevant management level.
- 16.7 AV managers will capture agreed issues and outcomes from each forum and these will be made available to the relevant Employee team(s).

17. Assistance and Representation

Summary

This clause sets out the industrial relations rights and responsibilities of Employee Representatives.

The Unions are to nominate a list of their Employee Representatives to AV's Workplace Relations team at the commencement of each calendar year. These organisations are permitted to attend inductions for new Employees.

This clause outlines various Employee Representative functions and rights including, for example, the function of providing awareness and understanding of the Unions' aims and achievements whenever possible and the right to represent the industrial interests of Employees who are members (or eligible to be members) of their organisation in relation to matter including disputes under the Agreement.

17.1 Union Encouragement

- (a) The Parties covered by this Agreement recognise the right to join a union and will encourage eligible persons to join and maintain financial membership of a union. The Parties further recognise that union membership remains at the discretion of individual workers.
- (b) An application for union membership and information on the relevant Union/s will be provided to all eligible workers as soon as practicable after the commencement of employment.
- (c) Information on the relevant Union/s will be included in induction materials, including current membership material, details of fees, and general information about the Union. This information will be supplied by the Union/s.

17.2 Recognition of Employee Representatives and access to inductions

- (a) AV recognises that Employee Representatives have rights to provide Employees with assistance and representation in relation to workplace matters. Employee Representatives will not be disadvantaged or discriminated against for exercising their industrial rights.
- (b) The Unions will nominate a list of their Employee Representatives to AV's Workplace Relations team at the commencement of each calendar year

and will update the list from time to time.

- (c) AV will advise the Unions at least seven (7) days in advance of the dates for induction of new Employees and these organisations will be permitted to attend such inductions to address new Employees and provide materials regarding their organisations and their respective services.

17.3 Employee Representatives' functions

AV acknowledges and respects the following functions of Employee Representatives:

- (a) to provide awareness and understanding of the Unions' aims and achievements whenever possible;
- (b) to recruit and involve Employees in the Union and its activities;
- (c) to be approachable and helpful to Union members in the workplace;
- (d) to provide up-to-date and relevant Union information to Union members in the workplace;
- (e) to represent the views of the members;
- (f) to represent and advocate for Union members fairly and accurately in negotiations and in relation to individual grievances; and
- (g) to represent Union members in proceedings before the FWC, courts or similar tribunals.

17.4 Employee Representatives' rights

(a) Right to represent industrial interests

An Employee Representative is entitled to represent the industrial interests of Employees who are members (or eligible to be members) of their organisation including in relation to any:

- (i) matter concerning the application of this Agreement;
- (ii) dispute or potential dispute under this Agreement;
- (iii) disciplinary matter; or
- (iv) other workplace matter.

(b) Right to reasonable communication

An Employee Representative is entitled to reasonable communication with Employees who are members (or eligible to be members) of their organisation in relation to their industrial interests. This includes discussing membership of the Employee Representative's organisation and representation with Employees who are members (or eligible to be members) of their organisation. An Employee Representative may communicate with such Employees during working hours or work breaks, or before or after work.

(c) Right to reasonable access to workplace facilities

- (i) Subject to clause 17.4(c)(ii), an Employee Representative is entitled to reasonable access to the workplace and workplace facilities, including but not limited to telephone, facsimile, printers, photocopying, internet, Wi-Fi, email, videoconferencing, a physical or electronic noticeboard, meeting rooms, a lockable filing cabinet or other secure document storage area and other office facilities for the purpose of representing the industrial interests of Employees who are members (or eligible to be members) of their organisation.
- (ii) AV is not required to provide access to or use of a workplace facility if:
 - (A) the workplace does not have the facility;
 - (B) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (C) AV does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
- (d) **Right to leave for representative purposes**
 - (i) Subject to clauses 17.4(d)(ii) and 17.4(d)(iii), an Employee Representative who is authorised to act on behalf of their organisation as notified to AV may be released from duty for such periods of paid time as may be reasonably necessary to:
 - (A) provide advice, assistance, support and representation to Employees on local industrial and employment issues including grievances;
 - (B) consult with AV's management on such issues; and
 - (C) endeavour to resolve any dispute arising out of such issues.
 - (ii) The release of Employee Representatives is subject to the following conditions:
 - (A) AV's operational requirements;
 - (B) the Employee Representative notifying the relevant manager of the nature of the business they wish to undertake with their organisation, the location of any meeting(s) and an estimate of the time needed away from normal duties;
 - (C) the Employee Representative giving as much notice as is reasonably practicable of the need to be released from duty; and
 - (D) the Employee Representative not leaving their place of work without first advising their manager.
 - (iii) This clause does not release the Employee Representative of any obligations imposed on them as an Employee of AV.
 - (iv) The relevant manager will facilitate the Employee Representative being released from duty after due consideration of the operational

circumstances. Immediate release will depend on the urgency of the matter and operational requirements. The release from duty will not be unreasonably withheld or delayed.

- (v) Travel, meals, accommodation and other expenses will be the responsibility of the Employee Representative.
- (vi) To the extent that it is appropriate to do so, the Employee Representative will strive to resolve any issues at the local level, consistent with the intent of the procedure for the resolution of industrial disputes.

17.5 **Employee Representation at Union Committees of Management**

Subject to AV's business and/or operational requirements, Employees who are members of Professionals Australia/AMPA, the UWU/AEAV, or the VAU and hold a relevant position on the Union's Committee of Management (or as otherwise named Union governance and/or management committee) will be released from duty for up to four (4) hours to participate in quarterly Union meetings. AV will consider additional requests for Employees to be released from duty to attend Union committee of management meetings subject to operational requirements.

18. **Leave: Workplace Relations Training**

- 18.1 To assist Employees in participating in dispute prevention and resolution, Employee Representatives may, during normal working hours, attend training related to representation of industrial interests of Employees who are members (or eligible to be members) of their organisation.
- 18.2 Subject to clause 18.3, an Employee Representative is entitled to up to five (5) days of paid time during normal working hours for initial training and at least one day each subsequent year for further training.
- 18.3 In each year commencing 1 July, AV is not required to provide access to paid time for training to more than one Employee Representative per 50 Employees who are members (or eligible to be members) of the Employee Representative's organisation.
- 18.4 The release of an Employee Representative by AV to attend training during normal working hours is subject to:
 - (a) four (4) weeks' notice of the training and the preferred training provider being provided to AV by the Employee Representative; and
 - (b) the operational requirements of AV.
- 18.5 At least two (2) weeks' in advance of the training, AV must advise the Employee Representative whether access to paid time during normal working hours to attend the training has been approved, provided that the Employee Representative has complied with clause 18.4(a). AV will not unreasonably withhold agreement to the Employee Representative's attendance.
- 18.6 An Employee Representative on approved training will be released from duty with no loss of pay. All expenses associated with attendance at the training course, such as travel, accommodation and meal costs are the responsibility of the Employee Representative.

19. Occupational Health and Safety

Summary

This clause sets out the parties' commitments to the highest standard of occupational health and safety consistent with their obligations under the OHS Act including the facilitation of appropriate recognition and support for HSRs.

19.1 Definitions in this clause

- (a) **DWG** means a designated work group established in accordance with the OHS Act.
- (b) **WIRC Act** means the *Workers Injury Rehabilitation and Compensation Act 2013* (Vic) or any successor legislation.
- (c) **WorkSafe Victoria** means the Victorian WorkCover Authority or successor statutory authority.

19.2 General Obligations

- (a) The parties covered by this Agreement (**Parties**) will support best practice to maintain the health and well-being of all Employees in the workplace consistent with their obligations under the OHS Act.
- (b) AV must act in accordance with its obligations to:
 - (i) act proactively in the prevention and management of workplace injuries amongst Employees;
 - (ii) reduce, so far as is reasonably practicable, workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices;
 - (iii) implement the hierarchy of systems to control hazards, and eliminate the hazard at the source wherever reasonably practicable; and
 - (iv) actively monitor the health and safety of Employees.
- (c) The Parties acknowledge the importance of the functions of HSRs in promoting health and safety in the workplace and AV must:
 - (i) comply with Part 7 of the OHS Act – Representation of Employees in relation to the establishment of DWGs and the election of HSRs;
 - (ii) recognise the key role of an HSR in assisting with the timely identification and resolution of health and safety issues, including via exercising their right to request assistance under section 58 of the OHS Act;
 - (iii) ensure that health and safety issues are resolved in accordance with an agreed procedure in the workplace or if there is no agreed procedure, in accordance with that set out in Part 2.2 of the OHS Regulations, or equivalent regulations in any successor regulations;

- (iv) ensure that HSRs are released from ordinary duty without loss of pay (including applicable penalties or allowances) or provided with paid time (including time in lieu), as determined by the HSR, as is reasonably necessary for the Employee to perform their role and functions as an HSR. To avoid confusion the role of an HSR includes but is not limited to:
 - (A) regularly inspecting workplaces (as defined by their DWG);
 - (B) enquiring into anything that poses or may pose a risk to health and safety of Employees in their DWG; and
 - (C) consulting with Employees in their DWG and other persons relevant to the health, safety and welfare of Employees;
- (v) allow an HSR to take such time off work with pay as is necessary or prescribed by the OHS Regulations for the purpose of exercising their rights and powers under Part 7 of the OHS Act;
- (vi) ensure that an Employee is not disadvantaged as a result of performing their functions as an HSR;
- (vii) wherever practicable, schedule meetings that require the attendance of an HSR at such times so as to minimise disruption to AV's operational requirements (including, for example, by scheduling meetings close to the beginning or the end of the HSR's shift); and
- (viii) consult with Employees and their representatives in relation to the control and management of health and safety hazards in the workplace including, but not limited to hazards arising from:
 - (A) manual handling;
 - (B) blood borne and other infectious diseases;
 - (C) needle stick injuries;
 - (D) occupational violence and aggression;
 - (E) hazardous substances;
 - (F) security;
 - (G) fatigue and workload;
 - (H) psychosocial hazards (e.g. work-related stress, poor support, high job demands, bullying and harassment);
 - (I) ergonomic hazards associated with both operational and office or administrative duties;
 - (J) working in extreme hot or cold temperatures; and
 - (K) fleet vehicles and equipment.

19.3 OH&S consultation and Dispute Resolution

- (a) Agreed consultative mechanisms will be established to address OH&S issues. Such mechanisms will be:
 - (i) in accordance with the OHS Act;
 - (ii) established in consultation with Employees and HSRs and as agreed to in accordance with the OHS Act; and
 - (iii) consistent with the parties' agreed issue resolution procedure (or WorkSafe Victoria's default procedure) and the rights and functions of HSRs under the OHS Act.
- (b) Where a health and safety committee is established, at least half the members shall comprise of elected HSRs and Employee representatives.
- (c) The health and safety committee must operate within the requirements of the OHS Act.
- (d) Elected HSRs and/or Employee representatives will be present and comprise at least 50% of the membership of all health and safety committees related to OH&S matters as required under the OHS Act (including, but not limited to, workload, overtime and manual handling). In addition:
 - (i) the HSRs or Employee representatives will be nominated and elected by other HSRs or the health and safety committee;
 - (ii) the terms of reference for health and safety committees will be established in consultation with HSRs or Employee representatives and agreed to in accordance with the OHS Act; and
 - (iii) the Parties may also include elected HSRs and/or Employee representatives in other OH&S working groups that may be established by AV in consultation with the Parties and the relevant committee.
- (e) A Union Workplace representative may attend local health and safety committee meetings (by giving notice) from time to time.
- (f) AV must genuinely consult with HSRs and Employees consistent with section 35 of the OHS Act. This includes, but is not limited to, the sharing of information, giving Employees the chance to express their views and genuinely taking those views into account, prior to proposing changes as prescribed by section 35(1)(f) of the OHS Act.
- (g) Where a Provisional Improvement Notice is to be reviewed, the HSR will be released from duty with pay to participate in the review process and appear at a Court or Tribunal where required.

19.4 Interpretation

The provisions of this Agreement will be read and interpreted in conjunction with the OHS Act, OHS Regulations and the WIRC Act as varied from time to time, provided that where there is any inconsistency with a provision of this Agreement, the OHS Act, OHS Regulations and WIRC Act will prevail to the extent of any inconsistency.

19.5 HSR Training

- (a) When attending a WorkSafe approved course, HSRs will be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.
- (b) Where an HSR attends a WorkSafe approved course outside their normal working hours, the HSR will be paid as if they had been at work for the relevant time, including the relevant overtime rates, higher rates, allowances or penalty rates. This might apply when an HSR:
 - (i) normally works two days a week and attends a block five-day course;
 - (ii) has a rostered day off during the course; and
 - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (c) AV will alter rosters or shifts in consultation with the HSR where necessary to ensure that the HSR is not exposed to extra risk from fatigue due to working extended hours or shift work while attending a training course. AV will agree to alterations to rosters or shifts with the HSR wherever practicable.
- (d) AV will pay course fees and associated expenses for WorkSafe approved courses in accordance with the OHS Act.
- (e) In consultation with AV, HSRs will have the right to choose which course to attend, provided it is an approved course.
- (f) HSRs are entitled to attend at least one refresher training for each 12 months of their term as an HSR.

19.6 Other matters relating to DWGs and HSRs

- (a) Subject to compliance with applicable privacy legislation and only to the extent necessary to allow an HSR to exercise their functions under the OHS Act, AV will provide HSRs with software/business applications as required to perform their role, enquire into risks, identify health and safety information, and monitor conditions of the workplace. Any business application which may document hazards (including psychosocial hazards such as work-related stress) will be made available to HSRs. For clarity, HSRs may only use or disclose information provided in accordance with this subclause 19.6(a) for the purposes of exercising their functions under the OHS Act and in accordance with applicable privacy legislation.
- (b) Where AV establishes a working group or committee to consult on a health and safety issue, the composition of the working group or committee will be determined in consultation with the relevant HSRs and Employee Representatives.
- (c) An Employee may request that AV create a new DWG or vary an existing DWG. AV will negotiate in relation to the request and provide written notice of agreement in accordance with the OHS Act. In those negotiations, an Employee or a group of Employees may be represented

by any person authorised by the Employee or group (as the case may be). For clarity, AV may also initiate negotiations with Employees to create a new DWG or vary an existing DWG.

- (d) Employees may be members of multiple DWGs based on the type of work they perform, or the location at which they perform work (eg. MICA SRU).
- (e) AV will post and maintain current in each workplace the names and relevant contact details, including email addresses where available, of elected HSRs for identified DWGs. Such information shall be required to be posted on a notice board for the attention of all Employees working in the workplace and will be provided quarterly in electronic format to the Unions covered by this Agreement. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (Vic).
- (f) Where external health and safety expertise may be required by an HSR (eg. ergonomist, hygienist, specialist, consultant or other expert), AV will review the request to consider internal resources already available or will work with the HSR on sourcing an appropriate resource. Any expenses associated with the utilisation of an external resource must be reviewed and approved through the AV procurement pathway.
- (g) Where it is identified that a local safety issue extends beyond one DWG, AV will facilitate the involvement of other HSRs in accordance with the issue resolution process.

19.7 **Reporting incidents, incident and accident investigation and prevention**

- (a) AV must provide such information, equipment, instruction and training to all Employees as is required to enable them to perform work in a manner which is safe and which minimises risks to health and safety. Information, education and training will be provided on a regular basis as is required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.
- (b) AV encourages reporting of all incidents and hazards by Employees and must ensure that Employees who report incidents are appropriately supported. An Employee will not be discouraged or treated adversely in any way for reporting a hazard or incident.
- (c) Where an incident or hazard is reported, the report will be provided to the relevant HSR within the respective DWG and to the relevant manager with appropriate seniority to address the issue.
- (d) Following an incident or injury affecting an Employee(s), AV will involve the HSR and take appropriate action to prevent further injury, including conducting a risk assessment where practicable and implementing appropriate workplace controls.
- (e) AV must provide information, education and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

19.8 **Workers' compensation, rehabilitation and return to work**

- (a) AV is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.

- (b) AV will appoint a return to work coordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the duties of the role.
- (c) Once a WorkCover Claim is accepted, the Employee may elect for AV to include the injured worker's nominated representative for all WorkCover/RTW planning as the entitlement to representation is prescribed in the relevant legislation. AV will comply with this request.
- (d) AV will seek to return injured Employees to their role when able and will comply with its obligation under relevant legislation to make reasonable adjustments.
- (e) Employees with work related injuries shall be supported in accordance with AV's obligations under the WIRC Act and internal policies relevant to injury and claim management. For clarity, these policies however are not incorporated into the Agreement.

access period version

PART 3 - PERFORMANCE, DISCIPLINARY PROCEDURE AND PROCEDURAL FAIRNESS

20. Performance and Improvement Process

Summary

The purpose of the clause is to:

1. support Employees with unsatisfactory Work Performance to improve their performance to the required standard; and
2. ensure that unsatisfactory Work Performance is addressed positively and expeditiously; and
3. provide a fair and transparent framework for action to be taken where an Employee continues to perform below AV's expected standard.

In summary, AV will manage an Employee's unsatisfactory Work Performance as follows.

1. Informal discussion, unless inappropriate.
2. Formal management:
 - a. Stage 1: Formal counselling.
 - b. Stage 2: Formal written warning.
 - c. Stage 3: Final warning.
3. If an Employee's Work Performance does not improve to the required standard, by the time the formal management process is finalised, the final outcomes include, but are not limited to, no action, restorative practices, assignment to a lower classification or termination of employment.

This clause should be read in conjunction with clause 22 (Procedural Fairness).

20.1 Where AV has concerns with an Employee's Work Performance including that their Work Performance is unsatisfactory, informal discussion should occur with the Employee concerned unless it would be inappropriate in view of the nature of the concerns.

20.2 In relation to the informal management of unsatisfactory Work Performance:

- (a) the Employee will be given a full and fair opportunity to respond, as far as is reasonably practicable, to any of AV's concerns about their unsatisfactory Work Performance;
- (b) when having an informal discussion with an Employee about unsatisfactory Work Performance, AV will provide the Employee, wherever possible, with specific examples of the particular performance issues, AV's expectations and timeframes for improvement;
- (c) where practicable, and in keeping with the spirit of informal performance management, the Employee will be notified in advance that the purpose of

the discussion or meeting is an informal discussion about their Work Performance; and

- (d) an Employee is entitled to a support person during any informal discussion or meeting in accordance with clause 20.4.
- 20.3 Nothing in this clause 20 limits the capacity of AV to provide constructive feedback on an Employee's Work Performance as AV considers appropriate from time to time.
- 20.4 An Employee is entitled to have a support person of their choosing and/or a Union representative present at any stage of the unsatisfactory Work Performance management process, provided the person(s) does not have any actual or potential conflict of interest relating to the matter(s) to be discussed.
- 20.5 Prior to commencing the formal management of unsatisfactory Work Performance, AV will consider any relevant organisational or personal factors that play a role in the Employee's unsatisfactory Work Performance and consider alternatives to the formal management of Work Performance in order to address the problem.
- 20.6 Where AV considers that informal attempts to address an Employee's unsatisfactory Work Performance are inappropriate, or have been unsuccessful, the formal management of unsatisfactory Work Performance may commence, and will include the following steps:
- (a) Stage 1: Formal counselling;
 - (b) Stage 2. Formal written warning;
 - (c) Stage 3: Final warning.
- 20.7 At any stage of the formal management of unsatisfactory Work Performance AV may implement one or more of the following measures directed to improving the Employee's Work Performance:
- (a) increased supervision;
 - (b) the Employee's Performance Development Plan;
 - (c) mentoring;
 - (d) training and professional development;
 - (e) increased feedback;
 - (f) coaching;
 - (g) a performance improvement plan;
 - (h) other measures directed to improving the Employee's unsatisfactory Work Performance, provided that AV has consulted with the Employee about the proposed measure(s).
- 20.8 AV will make reasonable efforts to provide an Employee whose Work Performance is unsatisfactory with any reasonable additional support requested by that Employee to improve the Employee's Work Performance.
- 20.9 For the avoidance of doubt, the obligations in relation to procedural fairness

under clause 22 apply to the formal management of unsatisfactory Work Performance under this clause.

- 20.10 If the Employee's Work Performance does not improve to the required level following formal management as set out in clause 20.6, AV will determine the unsatisfactory Work Performance outcome that is to apply to the Employee. In doing so, AV will consider any improvement in the Employee's Work Performance during the performance management process, any recommendations made by management as to the appropriate outcome, the response of the Employee, whether requested supports have been provided, and any mitigating circumstances.
- 20.11 AV will advise the Employee of the unsatisfactory Work Performance outcome in writing. The possible outcomes include, but are not limited to:
- (a) no action;
 - (b) restorative practices (within the meaning of clause 21.12(c));
 - (c) assignment of the Employee with or without their agreement to a role at a classification level lower than the Employee's current classification level. Where no suitable positions are available at the Employee's existing work location, the outcome may also include a transfer of the Employee with or without their agreement to a reasonable different work location; or
 - (d) termination of the Employee's employment.

21. Disciplinary Process

Summary

This clause sets out how AV will manage an Employee's alleged misconduct. In summary, that process will generally be as follows.

1. The Employee is notified of allegations of misconduct in writing.
2. Where AV determines that an investigation into misconduct is required, AV will appoint an investigator to conduct an investigation. The investigator may be internal, or external.
3. The Employee is provided with a reasonable timeframe to respond to the allegations.
4. Where an allegation is substantiated, AV will consider all relevant information and may propose a discipline outcome.
5. The Employee is provided with an opportunity to respond to a summary of the investigator's findings, a summary of the reasoning and any proposed discipline outcome.
6. Subject to consideration of the Employee's response and other relevant matters, AV may apply one or more of the prescribed discipline outcomes.

This clause should be read in conjunction with clause 22 (Procedural Fairness).

- 21.1 Where misconduct or serious misconduct is alleged, and it is determined by AV that an investigation into the alleged misconduct is required, the investigator appointed by AV must comply with clause 22.
- 21.2 AV will notify the Employee of the allegation(s) regarding the misconduct or serious misconduct in writing to enable the Employee to fairly respond to the allegation(s). Such notification will contain sufficient detail including specific reasons for the allegations and the evidential basis for the allegations.
- 21.3 Subject to compliance with this clause 21 and clause 22, AV may conduct the investigation in any manner it considers appropriate.
- 21.4 The Employee will be provided with a reasonable timeframe of at least 10 business days, unless exceptional circumstances apply, to respond to any allegations, should they choose to do so. Should the Employee choose to provide a response to the allegation(s), the Employee may provide such a response by way of interview and/or in writing.
- 21.5 The Employee is entitled to have a support person of their choosing (and/or a person who represents their industrial interests) present at any stage of the misconduct process, provided the person(s) does not have any actual or potential conflict of interest relating to the matter(s) to be discussed. Any direction by AV to keep an investigation confidential does not preclude an Employee from discussing the investigation with their support person and/or representative.

Advance notice of the identity of an Employee's representative and support person will be provided to AV as soon as reasonably practicable.

- 21.6 Where an investigation is conducted by AV, the investigator (whether internal or external) will make findings as to whether each allegation of misconduct is substantiated or not substantiated.
- 21.7 AV will consider the allegations and the investigator's findings (as applicable), reasons, evidence, the Employee's response, and all other relevant information, and propose the disciplinary outcome, if any, to be applied to the Employee.
- 21.8 As soon as practicable after receiving the findings of any investigation, AV will provide the Employee with the findings made by the investigator, a summary of the reasoning of the investigator and a summary of the evidence relied upon, and the proposed disciplinary outcome.
- 21.9 The Employee will be given a reasonable time to respond to (as applicable) the findings made by the investigator, the summary of the reasoning of the investigator and the summary of the evidence relied upon, and the proposed disciplinary outcome/action, being no less than 10 business days unless exceptional circumstances apply. If the Employee considers, on a reasonable basis, that the findings made by the investigator, the summary of the reasoning of the investigator and the summary of the evidence relied upon is insufficient to enable the Employee to respond to the proposed disciplinary outcome, AV will give consideration to, and will not unreasonably deny, requests for additional information pertaining to the investigation.
- 21.10 Any disciplinary meetings or interviews conducted by an investigator will occur, as far as is reasonably practicable, during the Employee's ordinary rostered hours and will be paid at the ordinary time rate of pay. Where a disciplinary meeting or interview occurs outside of the Employee's ordinary rostered hours, it will be counted as time worked.
- 21.11 In determining whether any disciplinary action is necessary in relation to the matters under investigation, AV will consider:
- (a) the allegations, evidence, findings of the investigator and responses;
 - (b) any recommendations as to the appropriate disciplinary outcome made by management and / or the investigator;
 - (c) any responses of the Employee (including any admission of misconduct) and any mitigating circumstances, including in relation to the Employee's capacity or conduct;
 - (d) AV's health and safety obligations in accordance with the OHS Act; and
 - (e) any other relevant matter that has been put to the Employee.
- 21.12 The possible discipline outcomes are:
- (a) no action;
 - (b) formal counselling, training and/or education; or
 - (c) Restorative Practices (which may include but not limited to);
 - (i) performance management;

- (ii) mediation;
 - (iii) apology;
 - (iv) team activities;
 - (v) personal development;
 - (vi) informal catch-up discussions;
 - (vii) coaching or mentoring;
 - (viii) behaviour rectification requirements.
- (d) formal warning;
 - (e) final warning;
 - (f) first and final warning;
 - (g) where there are substantiated allegations that an Employee has engaged in serious misconduct that is bullying or sexual harassment (as these terms are defined in the FW Act), fraud, theft, workplace violence or victimisation:
 - (i) if the Employee is in a managerial role, educational role or any other supervisory role, assignment of the Employee with or without their agreement to a role at a classification level lower than the Employee's current classification level. Where no suitable positions are available at the Employee's existing work location, the disciplinary outcome may also include a transfer of the Employee with or without their agreement to a reasonable different work location; or
 - (ii) transfer of the Employee with or without their agreement to a reasonable different work location at the Employee's current classification level; or
 - (h) termination of employment.
- 21.13 As an alternative to termination of employment, AV may, in its discretion, apply (as appropriate) any combination of the discipline outcomes listed in clause 21.12 to form a single disciplinary outcome.
- 21.14 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.
- 21.15 Any warnings applied pursuant to clause 21.12 will be removed from an Employee's personnel file after 12 months.
- 21.16 An Employee subject to a disciplinary process may be suspended from the workplace for the duration of the disciplinary process where AV considers this is necessary, taking into account all relevant circumstances, including:
- (a) the nature and seriousness of the allegations against the Employee;
 - (b) whether the Employee's continued presence in the workplace would

present a risk to the mental or physical safety or wellbeing of the Employee, other Employees or members of the public; and

- (c) whether it is necessary in order to preserve the integrity of the disciplinary investigation, or any action related to the disciplinary process.

Note: the Parties acknowledge that clause 22 (Procedural Fairness) does not apply to AV exercising its rights under clause 21.16 where AV considers it necessary for an Employee to be removed from the workplace immediately in line with AV's obligations under the OH&S Act.

- 21.17 Where an Employee has been suspended from the workplace, the Employee will be provided with written reasons for the suspension at the time of suspension, except where it is unreasonable to do so, in which case written reasons will be provided as soon as reasonably practicable and not later than the following business day.

Note: the parties acknowledge that any dispute over AV's right to suspend an Employee from the workplace under clause 21.16 may be resolved under the disputes procedure in clause 15 (Resolution of disputes and grievances) of this Agreement.

- 21.18 AV may direct an Employee who is subject to a disciplinary process to temporarily perform alternative duties, or be temporarily transferred to a reasonable alternative work location, as an alternative to suspending the Employee from the workplace entirely under clause 21.16. Where the alternative duties or location require the Employee to perform duties of a higher classification, or to work away from their ordinary place of work, the Employee will be paid at the rate applicable to the higher classification and/or any applicable allowances.

- 21.19 An Employee who is suspended from the workplace in accordance with clause 21.6 will continue to receive their ordinary time rate of pay.

- 21.20 An Employee who is suspended from the workplace in accordance with clause 21.6 but remains in receipt of their ordinary time rate of pay (and is not otherwise on a form of paid or unpaid leave) must remain ready and available to attend to work during their usual hours of work, if required by AV to do so.

- 21.21 AV will reassess the reasonableness of any suspension from the workplace at least monthly, and sooner if the circumstances of the matter allow.

Note: the Parties acknowledge that clause 22 (Procedural Fairness) does not apply to AV exercising its rights under clause 21.21 where AV considers it necessary for an Employee to be removed from the workplace immediately in line with AV's obligations under the OH&S Act.

- 21.22 An Employee who is subject to a disciplinary process is required to participate in the disciplinary process and comply with AV's reasonable directions to ensure that the disciplinary process progresses in an appropriate and reasonable manner.

22. Procedural Fairness

Summary

This clause confirms that any performance improvement or disciplinary process must be undertaken in accordance with the principles of procedural fairness and natural justice.

- 22.1 The formal management of unsatisfactory Work Performance under clause 20 and/or misconduct pursuant to clause 21, including any investigation conducted by AV into alleged misconduct will be undertaken consistent with the principles of procedural fairness and natural justice.
- 22.2 Further to the obligations arising under clause 22.1, where AV is managing an Employee's unsatisfactory Work Performance and/or disciplinary process under clause 20 or clause 21, the following will occur:
- (a) the Employee will be notified in writing about the purpose of any meetings and the nature of the unsatisfactory Work Performance and / or conduct;
 - (b) AV will provide the Employee a reasonable opportunity to seek advice from a representative of their choice at any stage of either the unsatisfactory Work Performance or disciplinary process;
 - (c) AV will outline the standard of performance and / or conduct required;
 - (d) the Employee will have the opportunity to respond to what AV has said;
 - (e) AV will allow the Employee the opportunity to provide details of any mitigating circumstances;
 - (f) the Employee will be told what changes the Employee needs to make with respect to their performance and / or conduct;
 - (g) the Employee will have opportunity within a reasonable specified timeframe, to improve their performance and / or conduct other than where termination of employment is warranted;
 - (h) the Employee will be told the consequences if they fail to improve their performance and/ or conduct to the required standard.
- 22.3 Any investigator appointed to investigate alleged misconduct pursuant to clause 21.6 must, in relation to an investigation:
- (a) collect relevant materials;
 - (b) speak with the Employee (unless the Employee has chosen not to be spoken to);
 - (c) speak with any relevant witnesses;
 - (d) provide the Employee with sufficient particulars to allow the Employee to properly respond to the alleged misconduct; and
 - (e) investigate any explanation made by the Employee for the purposes of verifying the explanation as far as possible.

22.4 The processes undertaken pursuant to clause 21, including any investigations conducted pursuant to clause 21.6, must be completed by AV in a timely manner, taking into account all relevant circumstances, including:

- (a) the seriousness of the allegations;
- (b) the complexity of the investigation;
- (c) whether the Employee has been suspended;
- (d) any leave taken by the Employee; and
- (e) any other relevant matter.

access period version

PART 4 – EMPLOYMENT ARRANGEMENTS

23. Employment Categories and Entitlements

23.1 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.

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

23.3 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 alt

24. Full-Time Employment

24.1 A full-time Employee is one who is employed to work a full week of 38 hours, in accordance with clause 52 of this Agreement.

25. Part-Time Employment

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

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

25.3 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.

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

26. Casual Employment

26.1 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.

- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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 78 (Personal/Carer's Leave) of this Agreement.
- 26.6 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.
27. **Right to request casual conversion**

Summary

This clause sets out the process for a casual Employee to become a permanent Employee

Any disputes about this process are to be dealt with under clause 15.

- 27.1 A casual Employee may give AV a written notification under this clause if:
- (a) the Employee believes that they no longer meet the requirements of the definition of a casual Employee as described in subsections 15A(1) to (4) of the FW Act;
 - (b) the Employee does not have a dispute with AV relating to another notification being dealt with under clause 15 (Resolution of disputes and grievances);
 - (c) the Employee has been employed by AV for a period of at least 6 months beginning the day the employment started (but not counting any period of employment before 26 August 2024); and
 - (d) in the period of 6 months before the day the notification is given, the Employee has not:
 - (i) received a response from AV under subclause 27.2 not accepting a previous notification made under this subclause 27.1;

- (ii) made a casual conversion request, or received a response from AV refusing a casual conversion request, in accordance the NES;
- (iii) received written notice from AV stating that it is not offering casual conversion in accordance with the NES; or
- (iv) had a dispute with AV resolved in accordance with clause 15 relating to a conversion request (in accordance with the NES) or a notification made under this subclause.

27.2 AV must give the Employee a written response to a notification given under subclause 27.1 within 21 days after the notification is given to AV.

27.3 The response must be in writing and include the following:

- (a) a statement that:
 - (i) AV accepts the notification; or
 - (ii) AV does not accept the notification on one or more grounds referred to in clause 27.5 below; and
- (b) if AV accepts the notification—the following information:
 - (i) whether the Employee is changing to full time employment or part time employment;
 - (ii) the Employee's hours of work after the change takes effect; and
 - (iii) the day the Employee's change to full time employment or part time employment takes effect;
- (c) if AV does not accept the notification—reasons for AV's decision.

27.4 Before giving a response under subclause 27.2, AV must consult with the Employee about the notification and must, if AV is accepting the notification, discuss the matters AV intends to specify for the purposes of subclauses 27.3(b)(i)-27.3(b)(iii).

27.5 For the purposes of subclause 27.3(a)(ii), AV may not accept the notification on any of the following grounds:

- (a) having regard to subsections 15A(1) to (4) of the FW Act and the Employee's current employment relationship with AV, the Employee still meets the requirements of those subsections (i.e. they meet the definition of casual Employee);
- (b) there are fair and reasonable operational grounds for not accepting the notification;
- (c) accepting the notification would result in AV not complying with a recruitment or selection process required by or under a law of the Commonwealth or Victoria.

27.6 For the purposes of subclause 27.5(b), fair and reasonable operational grounds for not accepting the notification include the following:

- (a) substantial changes would be required to the way in which work in AV's enterprise is organised;

- (b) there would be significant impacts on the operation of AV's enterprise; and
- (c) substantial changes to the Employee's terms and conditions would be reasonably necessary to ensure AV does not contravene a term of this Agreement that would apply to the Employee as a full time Employee or part time Employee (as the case may be).

27.7 For clarity, where the Employee has performed duty at multiple locations in the period of 6 months before the day the notification is given, there is no obligation on AV to place the Employee in a position at a particular location. Where the Employee worked a majority of their hours during that period at a particular location, AV will take this into consideration.

27.8 If AV accepts an Employee's notification given under subclause 27.1, the Employee is taken to be a full time Employee or part time Employee (as the case may be) beginning on the day specified in the response.

27.9 The day specified in the response for the purposes of clause 27.8 must be the first day of the Employee's first full pay period that starts after the day AV's response is given, unless the parties agree to another day.

27.10 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

27.11 AV must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this clause within the first six (6) months of the Employee's first engagement to perform work.

28. **Secure Employment**

28.1 AV is committed to maintaining a stable and skilled workforce. As a result, AV will give preference to permanent employment over casual or fixed term arrangements where possible.

28.2 It is not AV's intention to use contractors to undermine the terms and conditions of Employees covered by this Agreement.

29. **Fixed-Term Employment**

Summary

This clause sets out when an employee may be engaged on a fixed-term basis. The circumstances in which this can occur broadly align with the exceptions to the limitations on the use of fixed term contracts found in s 333F of the FW Act.

If one of those circumstances applies, the maximum period of the initial engagement of up to 12 months may be extended up to a maximum period of 3 years subject to the employee's agreement to a longer period of engagement (which must not be unreasonably withheld).

29.1 An employee may be engaged on a fixed term basis if:

- (a) the employee is engaged under the contract to perform only a distinct and identifiable task involving specialised skills;

- (b) the employee is engaged under the contract in relation to a training arrangement;
- (c) the employee is engaged under the contract to undertake essential work during a peak demand period;
- (d) the employee is engaged under the contract to undertake work during emergency circumstances or during a temporary absence of another employee;
- (e) the contract relates to a governance position that has a time limit under AV's governing rules; or
- (f) the contract relates to a position for the performance of work that:
 - (i) is funded in whole or in part by government funding or funding of a kind prescribed by the *Fair Work Regulations 2009* (Cth) for the purposes of this subparagraph; and
 - (ii) the funding is payable for a period of more than 12 months; and
 - (iii) there are no reasonable prospects that the funding will be renewed after the end of that period.

29.2 The maximum period of the initial engagement for a fixed term employee will be up to twelve months. This may be extended to longer than twelve months, up to a maximum of 3 years, by mutual agreement between the Employee and/or Employee Representative and AV.

29.3 The Employee and/or Employee Representative will not unreasonably withhold their agreement to a longer period of engagement. Any dispute relating to the Employee and/or Employee Representative's refusal to agree to a period of engagement of longer than 12 months may be dealt with by the dispute resolution procedure (clause 15) in this Agreement.

29.4 Where, following the initial period of up to 12 months, AV determines that it requires the Employee to remain in the position beyond the maximum period of three years, the Employee will be offered to convert from fixed term employment to permanent employment, except in the following circumstances:

- (a) there are reasonable business grounds not to do so (see clause 29.7); or
- (b) in exceptional and unforeseen circumstances.

29.5 Where, in accordance with clause 29.4, AV is not required to offer the employee to convert from fixed term to permanent employment, AV must give written notice to the employee. The notice must:

- (a) Advise the employee that the employee is not making an offer of ongoing employment;
- (b) Provide details of the reasons for not making the offer, including reasonable business grounds (see clause 29.7) and details of any exceptional or unforeseen circumstances; and
- (c) Be given to the employee within 21 days before their fixed term employment has reached its maximum duration under this clause.

- 29.6 An offer to convert an Employee's fixed term employment to permanent employment will be:
- (i) made in writing;
 - (ii) an offer to convert to ongoing employment at the same classification or equivalent as the Employee's fixed term role;
 - (iii) consistent with the Employee's existing number of ordinary hours; and
 - (iv) offered to the Employee within the period of 21 days following the determination by AV of the requirement for the role on an ongoing basis or 3 years, whichever occurs sooner.
- 29.7 Where AV fails to make an offer of ongoing employment to an eligible fixed term Employee, the Employee may request in writing conversion to ongoing employment. Approval to convert to ongoing employment will not be withheld unless one of the following reasonable business ground exceptions apply:
- (a) there is no ongoing vacancy available in which to place the Employee;
 - (b) the Employee's position will cease to exist in the next 12 months; or
 - (c) the Employee is engaged under the contract in relation to a training arrangement for longer than three years duration.
- 29.8 Where an ongoing position other than the specific one held by the Employee but the same role becomes vacant, AV will give preference to converting the Employee engaged on a fixed term basis in the role to ongoing employment in the vacant role subject to operational reasons to appoint an external applicant.
- 29.9 Provided there is no break in service greater than five (5) weeks, plus time equivalent to any leave paid out upon separation, an employee who is employed on a permanent basis immediately following fixed term employment will have their period of fixed term employment recognised for the purpose of all service-related entitlements including redundancy, notice of termination and long service leave.
- 29.10 In accordance with the FW Act, AV must provide a fixed-term contract information statement to an employee engaged on a fixed-term basis.
30. **Probationary Period - New Employee**
- 30.1 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 30.3 below (the Probationary Period).
- 30.2 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.
- 30.3 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.

30.4 Confirmation of employment

Unless an Employee's employment is terminated during the Probationary Period in accordance with clause 30.5, at the completion of the Probationary Period the Employee's employment is confirmed.

30.5 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*).

31. Individual Flexibility Arrangement

31.1 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.

31.2 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.

31.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.

31.4 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.

31.5 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.

31.6 AV must give a copy of the individual flexibility arrangement to the Employee within fourteen (14) days after it is agreed to.

31.7 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.

31.8 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.

32. Four for Five Purchased Leave Scheme

Summary

The four-for-five purchased leave scheme allows eligible Employees to work for four (4) years and take the subsequent fifth year off work through a combination of purchased and accrued leave.

- 32.1 An Employee (other than a casual Employee or a shiftworker) who has at least two (2) years' continuous service may apply in writing to purchase 48 weeks of leave over a four year period (12 weeks of leave per year), and in the fifth year take 48 weeks of purchased leave plus four (4) weeks' annual leave (pro rata for part-time Employees) (a **four-for-five purchased leave scheme**).
- 32.2 A full-time shiftworker who accesses the four-for-five purchased leave scheme can purchase 47 weeks of leave over a four-year period (11.75 weeks of leave per year), and in the fifth year take 47 weeks of purchased leave plus 5 weeks annual leave (pro rata for part time Employees).

32.3 Definitions

For the purposes of this clause 32:

- (a) **Four-for-Five Year** means:
 - (i) a 12-month period beginning on the date that the Employee commences the four-for-five purchased leave scheme; and
 - (ii) any subsequent 12-month period during the scheme beginning on the anniversary of that date,as the context requires.
- (b) **Remuneration** means the applicable weekly base rate of pay. It does not include overtime.

32.4 Application for the four-for-five purchased leave scheme

- (a) An Employee must make the application to participate in the four-for-five purchased leave scheme in writing.
- (b) AV may refuse to approve the application on reasonable business grounds, including consideration of how many other Employees are already approved for the scheme at the time of the application, and how many other Employees are already approved for purchased leave in accordance with Clause 76 – Purchased Leave or for a career break in accordance with Clause 83 – Career Break.
- (c) If AV approves the application, it will provide written confirmation to the Employee of its approval and of when the scheme commences.

32.5 First four years of the scheme

- (a) In each of the first four Four-for-Five Years of the scheme:
 - (i) the Employee will progressively accrue 12 weeks' purchased leave for each year of service (11.75 weeks in the case of shift workers); and
 - (ii) such accruals of purchased leave will be funded by deductions equivalent to 12 weeks' remuneration (11.75 weeks in the case of shift workers).
- (b) Subject to clause 32.4(c), purchased leave accruals and deductions operate on a pro-rata basis for part-time Employees, according to their ordinary hours of work (whether the part-time arrangement is permanent or temporary).

For example, an Employee who works 32 ordinary hours each week (an employment fraction of 0.8 FTE) for the full duration of a Four-for-Five Year will accrue 12 weeks' purchased leave in that year (comprised of 12 x 32-hour weeks, or 384 hours in total).

- (c) Employees on a temporary part-time arrangement (including by reason of a FWA under clause 33 of this Agreement) may, in writing, agree with AV that during the period of their temporary part-time arrangement the purchased leave accruals and deductions for the purposes of the four-for-five purchased leave scheme are to be calculated on the basis of their substantive full-time employment fraction (or higher part-time employment fraction, as the case may be).

For example, an Employee on a substantive fraction of 0.8 FTE has an approved flexible working arrangement to reduce their employment fraction to 0.4 FTE for a period of 12 months. The Employee is also participating in the four-for-five purchased leave scheme under this Agreement and wishes to ensure that their accruals and deductions are unchanged for the purposes of the scheme, and agrees in writing with AV that their accruals and deductions will remain unchanged during the period of their part-time arrangement.

- (d) Deductions under clause 32.5(a)(ii):

- (i) will be made progressively in each pay period in the Four-for-Five Year, including during periods of paid leave taken under this Agreement and the NES; and
- (ii) are based on the Employee's Remuneration at the time the deduction is made.

32.6 Fifth year of the scheme

- (a) On completion of the fourth Four-for-Five Year, the Employee will commence on 12 months' leave, consisting of four (4) weeks' accrued annual leave (five (5) weeks in the case of shiftworkers) and 48 weeks' purchased leave (47 weeks in the case of shiftworkers), which will be taken and paid in accordance with clauses 32.6(b) to 32.6(f).
- (b) For each week of purchased leave, the Employee will be paid according to their average employment fraction over the first four Four-for-Five Years. If the Employee has agreed to maintain a higher employment fraction for purchased leave purposes under clause 32.4(c), that higher employment fraction will be taken into account in calculating the average.

For example, an Employee works 40 ordinary hours each week (an employment fraction of 1.0) in the first two Four-for-Five Years, before reducing their workload to 32 ordinary hours per week (an employment fraction of 0.8 FTE) in the next two Four-for-Five Years. (The Employee does not agree with AV to maintain their higher employment fraction under clause 32.4(c) while working part-time.) In the fifth Four-for-Five Year, the Employee is entitled to take 48 weeks' purchased leave (47 weeks in the case of shiftworkers), each of which is paid at 36 hours (reflecting the Employee's average employment fraction of 0.9 FTE).

- (c) The Employee will be paid the Remuneration applicable at the time of taking the purchased leave.
- (d) If the Employee does not have sufficient accrued annual leave to take the fifth Four-for-Five Year off in its entirety, the Employee may take unpaid leave or AV may agree to permit the Employee to take another form of leave to make up the remaining portion of the year.
- (e) The 12 months' leave is an authorised absence which counts as service and does not break continuity of service.
- (f) AV will usually require that the Employee take the 12-month period of leave in a single continuous period.

32.7 Early termination of the scheme

If:

- (a) the Employee gives AV written notice they are withdrawing from the four-for-five scheme at any time before the completion of the fourth year of the scheme;
- (b) the Employee's employment terminates for any reason at any time before the completion of the fifth year of the scheme;

- (c) AV gives the Employee notice it is terminating the scheme for the Employee because the Employee fails to commence the leave on completion of the fourth year; or
- (d) AV and the Employee agree to terminate the scheme for the Employee at any time before completion of the fifth year;

the scheme will terminate and the Employee will receive a lump sum payment equivalent to the remuneration AV has deducted in accordance with the scheme.

32.8 Transitional arrangements

For any Employee who, immediately prior to the commencement of this Agreement, is subject to a four for five flexible work arrangement under clause 22 of the *Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2021*, that arrangement will continue to apply to the Employee under this Agreement. Clause 22 of the *Ambulance Victoria (Management and Administrative Staff) Enterprise Agreement 2021* is incorporated and forms part of this Agreement in respect of those Employees only.

33. Right to Request Flexible Working Arrangement

Summary

This clause sets out an Employee's entitlement to request a flexible work arrangement (**FWA**).

In summary, an Employee who has completed at least 12 months of continuous service with AV (including some casual employees) may make a written request for a change to their working arrangements in certain circumstances.

Examples of changes in working arrangements include changes in hours of work and changes in patterns of work (such as a 'roster line share' arrangement).

AV must give a written response to the request within 21 days, after first discussing the request with the Employee and genuinely trying to reach agreement with them, and considering the impact of any refusal on the Employee, as applicable.

AV may only refuse a request for a FWA on reasonable business grounds.

Disputes about requests for FWAs may be dealt with under the disputes procedure (clause 15) and/or under section 65B of the FW Act.

33.1 An Employee may request a change in their working arrangements (a **FWA**) if they:

- (a) have 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 12 months and who have a reasonable expectation of ongoing employment with AV on a regular and systematic basis); and
- (b) would like to change their working arrangements because they:
 - (i) are pregnant;

- (ii) are the parent, or have responsibility for the care, of a child who is school age or younger;
- (iii) are a carer within the meaning of the *Carer Recognition Act 2010* (Cth);
- (iv) have a disability;
- (v) are 55 years or older;
- (vi) are experiencing Family and Domestic Violence;
- (vii) provide 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 Family and Domestic Violence;
- (viii) have a medical condition that requires an FWA;
- (ix) are transitioning to retirement in accordance with a documented and agreed retirement plan; or
- (x) are undergoing Assisted Reproductive Treatment.

33.2 The request must:

- (a) be made in writing;
- (b) set out the details of the change sought;
- (c) provide relevant evidence in support of the request; and
- (d) set out the reasons for the change.

33.3 Where an Employee has made a request under clause 33.1 that complies with clause 33.2, and AV is considering the request, AV must:

- (a) discuss the request with the Employee;
- (b) genuinely try to reach an agreement with the Employee about making changes to their working arrangements to accommodate the circumstances outlined in clause 33.1(a) of this Agreement that apply to them; and
- (c) have regard to the consequences for the Employee if changes in working arrangements are not made.

33.4 AV will not unreasonably refuse a request by the Employee to have a support person of their choosing (and/or a Union representative) present at any stage of the FWA application process, provided the person(s) does not have any potential conflict of interest relating to the matter(s) to be discussed.

33.5 AV may only refuse a request under clause 33.6 if:

- (a) it has first complied with its obligations under clause 33.3;
- (b) the parties have not reached an agreement; and
- (c) AV has had regard to the consequences of the refusal for the Employee.

- 33.6 AV may only refuse a request for a FWA on reasonable business grounds. Without limiting what are reasonable business grounds for the purpose of a refusal by AV, reasonable business grounds for refusing a request include the following:
- (a) that the new working arrangements requested would be too costly;
 - (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
 - (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested;
 - (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service, service delivery, or AV's operational needs.
- 33.7 Following the process outlined in clause 33.3 (as applicable) and within 21 days of the request, AV must give the Employee a written response which:
- (a) states that AV grants the request; or
 - (b) sets out any change to the Employee's working arrangements agreed under clause 33.3(b) which differ from that set out in the request; or
 - (c) states that AV refuses the request under clause 33.6, in which case the written response must:
 - (i) include details of the reasons for refusal, including the particular business grounds for refusing the request and an explanation of how the business grounds apply to the Employee's request;
 - (ii) either:
 - (A) set out the details of a FWA to which AV would be willing to agree, including the length of time it is to be in place; or
 - (B) state that there is no FWA to which AV is willing to agree; and
 - (iii) set out the effect of sections 65B and 65C of the FW Act, which concerns the processes related to disputing a refusal to grant a FWA at the FWC.
- 33.8 Disputes about requests for FWAs may be dealt with under the dispute resolution procedure (clause 15) and/or under section 65B of the FW Act.
- 33.9 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 during the term of the FWA, AV will take into account the personal and family circumstances of an Employee when facilitating this requirement.

33.10 A FWA can be terminated prior to its expiry by agreement between the Employee and the Employer.

34. Right to Request a Compressed Working Week

34.1 A full-time Employee has the right to request to work their hours of work in the form of a compressed working week.

34.2 AV will consider such requests and not unreasonably refuse a compressed working week, subject to AV's business and/or operational requirements and considering AV's obligations under the OH&S Act.

34.3 A compressed working week involves working full-time hours over four days. This could be completed by working 38 ordinary hours over four days in accordance with clause 52 (Hours of Work).

35. Job-Share arrangements

35.1 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.

35.2 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 25 (Part-Time Employment).
- (ii) Job-share Employees are eligible for ADOs as provided for in clause 53 but on a pro-rata basis.

36. Termination of Employment

- 36.1 Subject to clause 30.5(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.
- 36.2 The provisions of clause 36.1 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 26 of this Agreement, or to Employees engaged for a fixed term in accordance with clause 27 of this Agreement.
- 36.3 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.
- 36.4 AV may terminate the employment of an Employee by providing part of the period of notice specified in clauses 36.1 and 36.3 of this Agreement and part payment in lieu of notice.
- 36.5 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.

36.6 Subject to clause 30.5(b), 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 is only required to make payment for the time worked.

36.7 **Redeployment**

Where a decision is made by AV that results in an Employee's position becoming excess to requirements, AV must explore redeployment opportunities for the Employee in the first instance. 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.

37. **Transition to Retirement**

37.1 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.

37.2 Where agreed, transition to retirement arrangements may be implemented as:

- (a) a flexible working arrangement (see clause 33 (Flexible Working Arrangement)); or
- (b) a written agreement between the parties.

37.3 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.

37.4 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.

38. **Vacancy**

38.1 Where a vacancy for a permanent position is identified, AV will advertise the vacancy internally and/or externally, subject to operational and organisation requirements.

38.2 Where an Employee or group of Employees believes their workload is impacted by a vacancy for a permanent position, the Employee/s can request a workload review, as set out in clause 59.

38.3 AV retains the discretion for the Chief Executive to appoint a person directly to a

permanent position in appropriate cases, such as to facilitate conversion from fixed term employment.

38.4 Where multiple vacancies within the same classification exist (or are anticipated to exist by AV), AV retains the discretion to implement a volume recruitment process as it sees fit including making offers of employment to those listed on an order of merit.

39. **Recruitment**

39.1 AV is committed to fair and transparent recruitment and selection processes for Employees and applicants, whilst retaining the flexibility required to meet AV's operational needs.

39.2 For clarity, this clause also applies to a secondment of six (6) months or more.

39.3 AV is committed to a recruitment and selection process that:

- (a) provides development and career opportunities to all Employees;
- (b) is fair, transparent and communicated openly to all Employees;
- (c) clearly defines relevant position requirements;
- (d) clearly and accurately assesses applicants' skills, qualifications and experience ensuring that appropriate weighting is provided to considerations such as work history, qualifications and interview process;
- (e) openly supports equality opportunity principles and inclusion initiatives.

39.4 An applicant who is a current Employee of AV may make a request for reasonable feedback on their application within four (4) weeks after the completion of the recruitment process, provided that AV will still consider a request for feedback outside this period if the feedback is still relevant. AV will provide reasonable feedback within eight (8) weeks of receipt of the request where practicable, considering the number of applicants and feedback requested.

PART 5 – WAGES AND RELATED MATTERS

40. Once off lump sum payment

- 40.1 Employees (except Translating Employees) will be entitled to receive a once off lump sum payment of \$1,902 (for eligible full time Employees) at the commencement of the Agreement.
- 40.2 To be eligible for the once off lump sum payment, the Employee must be employed by the Employer on 19 December 2025 or be a casual employed on a regular and systematic basis as at this date.
- 40.3 The amount of the lump sum payment will be calculated on a pro-rata basis for part-time Employees, casual Employees and Employees on unpaid leave.

41. Salary and Classification Structure

- 41.1 The salary and classification structure is contained in **Schedule A - Salary Schedule, Schedule B - Operational Classification Structure** and **Schedule C – AV Grade and Value Range Classification Descriptors** of this Agreement.
- 41.2 AV shall classify Employees and pay the salaries prescribed in **Schedule A - Salary Schedule, or Schedule B - Operational Classification Structure** of this Agreement as adjusted in accordance with clause 45 and subject to clause 48.
- 41.3 **Schedule C – AV Grade and Value Range Classification Descriptors** will be used for the classification of all Employees other than those positions/classifications prescribed in **Schedule B - Operational Classification Structure**.
- 41.4 **Schedule B - Operational Classification Structure** includes Operational Classifications which have the CAA, which would otherwise be payable under this Agreement, incorporated into the annual salary for these positions.

42. Movement Between Value Ranges within an AV Grade

- 42.1 Employees can move between Value Ranges within an AV Grade.
- 42.2 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.
- 42.3 These are assessed against AV Grade and Value Range Classification Descriptors (**Schedule C – AV Grade and Value Range Classification Descriptors**) as set out in this Agreement.
- 42.4 Employees may submit a job resize review appeal under clause 15 which will form part of the Dispute Resolution Procedure.

43. Position Classification Reviews

- 43.1 Employees can move between AV Grades upon a successful outcome from a Position Classification Review.
- 43.2 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.

- 43.3 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.
- 43.4 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 (see **Schedule C – AV Grade and Value Range Classification Descriptors**). The Employee and direct line manager will participate in the assessment activities.
- 43.5 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.
- 43.6 Employees and direct line managers will be provided a copy of the outcome with reasons for the decision.
- 43.7 Any Party not satisfied with AV's decision may seek to have the matter resolved under clause 15.
- 43.8 Where an Employee or Employee Representative has filed a dispute or grievance in accordance with clause 15, 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.
- 43.9 The external review forms part of the Grievance Process of the Dispute Resolution Procedure set out in clause 15 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.

44. **Performance Development and Progression within a Value Range**

44.1 **Transitional Arrangement**

- (a) For Employees classified at Schedule A Grade 1 to Schedule A Grade 6, the performance development and progression arrangements outlined in this clause will operate for the Performance Cycle commencing 1 July 2026.
- (b) For Employees classified at Schedule A Grade 7 or Schedule B, the performance and development progression arrangements outlined in this clause will commence in accordance with the process set out in clause 45.

44.2 **Performance Cycle and Review**

- (a) The performance development and review process is the framework within which an Employee's performance and development is planned, managed and reviewed to determine whether an Employee is entitled to Progression or a Top of Value Range Payment at the end of the Performance Cycle.

44.3 "Progression" means advancing to the next Progression Step salary point in accordance with this clause. Progression Step salary points are set out in the tables in **Schedule A - Salary Schedule** and **Schedule B - Operational Classification Structure**.

- (a) "Top of Value Range Payment" means the 1 per cent lump sum of the Employee's Salary as at 30 June of the Performance Cycle, paid in accordance with this clause to an Employee at the top of their Value Range in lieu of Progression.
- (b) The Performance Cycle is twelve months (1 July to 30 June).
- (c) All Employees must participate in the performance development and review process, including in the development of performance development plans and undertaking of performance discussions and reviews.
- (d) Employees who refuse to participate in the performance development and review process will be ineligible for Progression or Top of Value Range Payment, unless the Employee's lack of participation is due to AV's failure to initiate the performance development process.
- (e) The performance development and review process has three formal stages:

STAGE	DESCRIPTION
Commencement of the Performance Cycle	<p>AV and Employee agree on a performance development plan outlining:</p> <ul style="list-style-type: none"> • the agreed performance goals appropriate to the Employee's role; and • the agreed learning and development goals required for the Employee's role and/or to build the Employee's professional capacity and career opportunities. <p>In addition, the Employee is expected to comply with the AV Values and AV Code of Conduct for AV Employees.</p> <p>Collectively these three elements constitute the Employee's Progression Criteria. The expected standard for the setting of Progression Criteria is outlined in clause 44.4.</p>
Mid-Cycle Performance Review	Undertaken around the mid-point of the Performance Cycle, AV and Employee meet to monitor and assess the Employee's performance towards meeting their Progression Criteria.

STAGE	DESCRIPTION
End of Cycle Performance Review	Undertaken at the end of each Performance Cycle during which the Employee's performance throughout the Performance Cycle is assessed to determine whether they have met the Progression Criteria.

- (f) All Employees can expect informal and formal feedback about their performance throughout the Performance Cycle from their supervisor or manager.

44.4 Progression Criteria

- (a) The Progression Criteria are to be agreed (agreement should not be unreasonably withheld by either party) with each Employee at the start of the Performance Cycle or on the Employee's commencement in a role. The Progression Criteria may be adjusted by agreement during the Performance Cycle. Where the parties cannot agree on the Progression Criteria, the matter can be dealt with under the dispute resolution procedure (clause 15).
- (b) Criteria should be sufficiently detailed and clear to enable proper assessment of performance to occur and be consistent with the Employee's role, skills, capabilities and the relevant Classification Descriptors outlined in **Schedule C – AV Grade and Value Range Classification Descriptors** and **Schedule D - Salary Packaging Arrangements** of the Agreement. The expected capabilities, responsibilities and behaviours appropriate to the role may be weighed and combined to develop the Progression Criteria.
- (c) Central to the performance development and review process is the need for supervisors and managers, in consultation with Employees, to determine what should, and can, be delivered to warrant Progression through a combination of increasing capability, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.
- (d) **Setting Progression Criteria**
 - (i) **Schedule A: AV Grade 1 to AV Grade 4 Classified Employees**
 For AV Grade 1 to 4 (or equivalent), Progression Criteria will not be as onerous as those required for AV Grade 5 through to AV Grade 7 (or equivalent). It is expected that in setting agreed Progression Criteria the overwhelming majority of persons within AV Grades 1 to 4 will achieve the objectives and should move through the salary points.
 - (ii) **Schedule A: AV Grade 5 to AV Grade 7 and Schedule B**
 In setting Progression Criteria for AV Grade 5 to AV Grade 7 and Schedule B classified Employees it is expected Progression Criteria will:

- include measures of excellence and skill acquisition; and
 - be commensurate with the higher level of responsibility expected of positions of these AV Grades; and
 - be more challenging and difficult to achieve.
- (e) AV should facilitate an individual Employee's ability to undertake appropriate learning and development. An individual Employee must actively pursue appropriate learning and development to build professional capacity and career opportunities.
- (f) Employees will have access to appropriate learning and development opportunities, regardless of their gender or any other Attribute.

44.5 Progression Steps and Top of Value Range payment

- (a) Within each Value Range of AV Grades 1 to 7 there are Progression Steps (expressed as Salary Points) as detailed in the tables in **Schedule A - Salary Schedule** and **Schedule B - Operational Classification Structure** of the Agreement.
- (b) Progression Step salary points within Value Ranges are not points of defined work value. Progression within the **Schedule A - Salary Schedule** and **Schedule B - Operational Classification Structure** salary structures will not be automatic.
- (c) An Employee at the top of their AV Value Range who achieves Progression (as described in clause 44.9), will, in lieu of a Progression Step, receive a top of Value Range Payment equal to one per cent (1%) of the Employee's Salary as at 30 June of the relevant Performance Cycle.

44.6 Eligibility requirements for Progression or a Top of Value Range Payment

- (a) An Employee is eligible to be considered for a Progression or a Top of Value Range Payment when the Employee:
- (i) has been continuously employed at AV for 12 months as at the end of the Performance Cycle;
 - (ii) subject to the operation of clause 44.6(c)(ii) has been employed at their current substantive grade and progression point for 12 months at the end of the Performance Cycle; and
 - (iii) has a current Performance and Development Plan in place (unless clause 44.9(c) is relevant).
- (b) An Employee is not eligible to be considered for a Progression or Top of Value Range Payment in respect of a Performance Cycle if:
- (i) the Employee has been continuously employed at AV for less than 12 months as at the end of the Performance Cycle; or
 - (ii) the Employee obtained a promotion to a position at a higher AV Grade, or otherwise negotiated a salary increase, within the Performance Cycle; or

- (iii) the Employee was subject to a formal underperformance process under clause 20.6 at any time during the Performance Cycle; or
 - (iv) the Employee is subject to proven misconduct as per clause 21.6 during the course of the Performance Cycle. If the investigation of alleged misconduct spans more than one Performance Cycle, the eligibility exclusion is to be applied in the Performance Cycle in which the determination of the discipline outcome (under clause 21.12 of the Agreement) is made. If a misconduct investigation is ongoing but has not yet concluded the Employee is eligible to be considered for Progression or Top of Value Range payment but AV is not precluded from considering matters which have arisen under clause 21 in assessing whether the Employee has met their Progression Criteria where it is fair and reasonable to do so.
- (c) For the purposes of this clause a promotion does not include any moves to the next AV Grade or Value Range:
- (i) which resulted in the Employee receiving less than the equivalent of one progression step, or
 - (ii) occurred following a job resize review process conducted under clause 42 (Movement between Value Ranges).

44.7 Eligibility requirements for Progression or Top of Grade or Value Range Payment – Higher Duties

- (a) If an Employee has been acting in a higher position for a period of twelve months at the end of the Performance Cycle and neither clauses 44.6(b)(ii), 44.6(b)(iii) or 44.6(b)(iv) apply to the Employee, the Employee will be eligible to be considered for Progression or a Top of Value Range Payment for continued performance of the higher duties beyond 12 months.
- (b) If an Employee progresses to the next progression step while acting in a higher position they will progress to the next Progression Step salary point within their substantive AV Grade (if applicable).
- (c) An Employee who has been acting in a higher position for a period of less than twelve months at the end of the Performance Cycle, may be eligible to be considered for Progression or a Top of Value Range payment at their substantive AV Grade or Value Range, if they are not otherwise ineligible because of the operation of clause 44.6.

44.8 Progression payments for Employees returning from Parental leave

- (a) An Employee is entitled to advance two progression steps or be paid two Top of AV Grade or Value Range payments (or a combination of both, where relevant) in the following circumstances:
 - (i) The Employee was not considered for Progression or a Top of Value Range payment due to the Employee's absence on a period of Parental Leave not exceeding 104 weeks; and
 - (ii) The Employee is otherwise eligible to be considered for Progression or a Top of Value Range Payment; and

- (iii) The Employee is assessed as meeting progression criteria in the Performance Cycle in which the Employee returns to work.
- (b) Any Progression or Top of Value Range payment will be processed by AV at the same time as other progression outcomes resulting for the Performance Cycle following the Employee's return to work.
- (c) An Employee's absence from work on parental leave for part of a relevant Performance Cycle must not disadvantage the Employee in the AV's application of the Progression Criteria.

44.9 **Achieving Progression or Top of Value Range Payment**

- (a) Progression between progression step salary points or the payment of a Top of Value Range payment will occur if the Employee:
 - (i) meets the eligibility requirements set out in clause 44.6 or clause 44.7 (as relevant); and
 - (ii) is assessed as having met their Progression Criteria at the End of Cycle Performance Review.
- (b) An End of Cycle Performance Review is undertaken at the end of each Performance Cycle. The Employee's performance against the Progression Criteria is assessed by their supervisor or manager at that time.
- (c) An Employee will not be disadvantaged where through AV's act or omission:
 - (i) learning and development opportunities are not available; or
 - (ii) a Performance Development Plan is not completed, or
 - (iii) a Mid-Cycle or End of Cycle Performance Review is not conducted.
- (d) An Employee must not be disadvantaged in AV's application of the Progression Criteria due to:
 - (i) their gender or other Protected Attribute.
 - (ii) their employment status as a part-time Employee; or
 - (iii) a Flexible Working Arrangement.
- (e) Where an Employee is assessed as having not met their agreed Progression Criteria, the Employee will not obtain Progression or be paid a Top of Value Range Payment.

44.10 **Operation of Progression Step salary points or Top of Value Range Payment where progression is achieved**

- (a) Other than as provided for in clause 44.6(b), progression will take effect backdated to 1 July following the completion of the full Performance Cycle to which the progression relates.
- (b) Top of Value Range payments will be paid as a lump sum processed by AV at the same time as other progression outcomes resulting for the Performance Cycle.

45. **Wage Increases**

45.1 Effective from the commencement of this Agreement, all Employees will be entitled to the following wage increases:

- (a) from the first full pay period on or after (**FFPPOA**) 19 December 2025:
 - (i) 3% wage increase; plus
 - (ii) 0.5% retention and productivity allowance;
- (b) from the FFPPOA 19 December 2026:
 - (i) 3% wage increase; plus
 - (ii) 0.5% cost of living allowance; plus
 - (iii) 0.5% retention and productivity allowance;
- (c) from the FFPPOA 19 December 2027:
 - (i) 3% wage increase; plus
 - (ii) 0.5% cost of living allowance; plus
 - (iii) 0.5% retention and productivity allowance; and
- (d) from the FFPPOA 19 December 2028:
 - (i) 3% wage increase; plus
 - (ii) 0.5% cost of living allowance; plus
 - (iii) 0.5% retention and productivity allowance.

45.2 Each wage increase of 3%, cost of living allowance of 0.5% and retention and productivity allowance of 0.5% apply separately to the aggregated base rate of pay on a non-compounding basis.

45.3 Each of the cost of living allowance of 0.5% and the retention and productivity allowance of 0.5% is not a separately claimable allowance.

46. **Schedule A Grade 7 and Schedule B Transition to Progression Structure**

46.1 The parties will develop and finalise definitions for each grade and value range in Schedule A Grade 7 and the Schedule B progression structure. Once those definitions are finalised and an initial translation review is completed subject to clause 46.3(e), arrangements of clause 44 Performance Development and Progression within a Value Range and clause 43 Position Classification Reviews will apply.

46.2 Definitions for Schedule A Grade 7 and Schedule B Grade and Value Ranges will be finalised consistent with the following:

- (a) Where possible there should be consistency and equity between **Schedule A - Salary Schedule** and **Schedule B - Operational Classification Structure**.

- (b) The existing Schedule C definitions will form the basis for the development of new Grade and Value Range definitions, with necessary adaption and supplementation.
- (c) Any adaption and supplementation will focus on the appropriate recognition of the particular experience, education and qualifications relevant to the function of the roles. This will include relevant operational experience and leadership and occupational qualifications which are directly relevant to the function of the role. Education and qualifications need to be relevant to the classification level. For example: Graduate Diploma or higher degree at the higher Grades and Diploma and Certificate IV at the lower Grades.

46.3 The following process will apply to developing and finalising Grade and Value Range definitions:

- (a) A working group will be established within three months of the commencement of this Agreement and completed its work by 30 June 2027.
- (b) The working group will have equal representation from AV and the unions.
- (c) If either party believes that substantial progress is not being made at the end of the first six (6) months of the working group being established, the parties will consider the engagement of an independent facilitator or expert to assist. If the parties can't agree on how to progress, the matter can be addressed according to clause 15 (Resolution of Disputes and Grievances).
- (d) If the Grade and Value Range definitions are not agreed by the working party by 30 June 2027 either party may refer the dispute concerning the definitions to the Fair Work Commission first for conciliation and, if that does not result in agreement, to arbitration to ensure that the definitions are finalised prior to the nominal expiry date of this Agreement.
- (e) Once the new definitions are finalised there will be an initial translation review process to establish where existing Schedule A Grade 7 and Schedule B Employees will translate in the structure. This process will provide an opportunity to recognise experience and qualifications, including leadership and occupational qualifications, held by individual Employees which are directly relevant to the function of their role. Education and qualifications need to be relevant to the classification level. For example: Graduate Diploma or higher degree at Schedule A Grade 7 and the higher Grades of Schedule B, and Diploma and Certificate IV at the lower Grades.
- (f) No existing Employee will have their pay (including access to future increases) reduced as a result of the translation into the new structure.

46.4 While the process at clause 46.3 to finalise Grade and Value Range definitions and translate existing Employees is underway, the following interim arrangements will apply to Schedule B Employees to recognise their relevant operational experience and qualifications:

- (a) an Employee with:
 - (i) more than 5 years of experience as an operational Employee with AV (or predecessor organisation); and

- (ii) 10 years of experience in a Schedule B role (including years of experience in a role that has transferred to this Agreement or that has moved into Schedule B as part of this Agreement). This includes experience acting in a Schedule B role,

shall progress two Progression Step salary points (or two Top of Value Range payments or a combination of the two as applicable) instead of one at the successful conclusion of the first completed performance cycle (as per clause 44.2). Where an Employee receives two Top of Value Range Payments as a result of this clause, they will continue to receive two Top of Value Range payments instead of one in future years where relevant progression criteria is met;

- (b) an Employee who:

- (i) holds a relevant leadership qualification (Certificate IV or Diploma level for Grades 1 and 2 and Graduate Certificate or Graduate Diploma or Degree level for Grades 3 and 4) and/or MICA qualification; and

- (ii) whose role requires training and supervision of others,

shall progress two Progression Step salary points (or two Top of Value Range payments or a combination of the two as applicable) instead of one at the successful conclusion of the first completed performance cycle (as per clause 44.2). Where an Employee receives two Top of Value Range Payments as a result of this clause, they will continue to receive two Top of Value Range payments instead of one in future years where relevant progression criteria is met; and

- (c) an Employee who meets both conditions at clauses 46.4(a) and 46.4(b) above shall progress three Progression Step salary points instead of one at the successful conclusion of the first completed performance cycle (as per clause 44.2). Where the Employee is at the top of the Value Range or one step away from the top of the Value Range, they will receive two Top of Value Range payments instead of one. Where an Employee receives two Top of Value Range Payments as a result of this clause, they will continue to receive two Top of Value Range payments instead of one in future years where relevant progression criteria is met.

47. **Payment in Lieu of Performance Incentive Scheme**

- 47.1 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.

48. **Salary Packaging**

- 48.1 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 - Salary Packaging Arrangements** of this Agreement.

48.2 In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State legislation.

49. **Payment of Salaries**

49.1 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.

49.2 Salaries will be paid not later than Wednesday following the end of the pay period. If a Public Holiday falls on a Monday, Tuesday or Wednesday, payment of salaries may be made on the Thursday.

49.3 Employees must be provided, either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.

49.4 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).

50. **Accident Make-Up Pay**

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

50.2 **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.

50.3 **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.

50.4 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 50.3(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.

50.5 **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 50.2(b).

50.6 **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.

50.7 **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.

50.8 **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.

50.9 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.

50.10 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.

50.11 Insurance against liability

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

50.12 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.

50.13 Death of an Employee

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

50.14 Commencement

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

51. **Superannuation**

- 51.1 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.
- 51.2 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*.
- 51.3 Superannuation contributions shall be calculated on the pre-packaged salary received by the Employee during the preceding month.

access period version

PART 6 – WORKING HOURS AND ALLOWANCES

52. Hours of Work

52.1 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.

53. Accrued Days Off

53.1 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.

53.2 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.

53.3 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.

54. Work Breaks

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

55. Meal Breaks

55.1 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.

56. Overtime

56.1 Requirement to work reasonable overtime

- (a) Subject to clause 56.1(b), AV may 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.

56.2 Other than for Employees who pursuant to clause 71 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.

56.3 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.

56.4 Overtime when performing higher duties

Where:

- (a) an Employee is performing higher duties and is entitled pursuant to clause 63 to receive payment for higher duties; 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

56.5 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 25.3 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%

- 56.6 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.
- 56.7 The overtime rates set out above will be in substitution for, and not cumulative upon, the shift penalties prescribed in clause 68.
- 56.8 If an Employee has accrued time off in lieu of overtime pursuant to clause 56.5, a request by the Employee to take a period of time off in lieu will not be unreasonably refused by AV.
- 56.9 Where an Employee has an accrued but untaken entitlement to time-in-lieu pursuant to clause 56.5 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.

- 56.10 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 56.5(a) or 56.5(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

- 56.11 Clause 71 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 71, 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%

56.12 The overtime rates set out above will be in substitution for, and not cumulative upon, the shift penalties prescribed in clause 68.

57. **Recall**

57.1 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 56 (Overtime).

57.2 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 **56** (Overtime).

57.3 Where the period of recall under clause 57.1 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.

57.4 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.

57.5 For the avoidance of doubt those operational Employees listed in **Schedule B - Operational Classification Structure** 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 56 (Overtime).

58. **Right to disconnect outside of effective working hours**

58.1 The purpose of this clause is to promote protection of rest periods for Employees whilst recognising the demands of an emergency response organisation.

58.2 An Employee (other than an Employee in receipt of the Commuted Availability Allowance (CAA) pursuant to clause 71) 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 58.3, 58.4 and 58.5 below.

58.3 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).

58.4 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.

58.5 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.

58.6 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.

59. **Workload**

- 59.1 AV acknowledges the benefits to both the organisation and individual Employees gained through Employees having a balance between both their professional and family life.
- 59.2 AV further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare.
- 59.3 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.
- 59.4 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.
- 59.5 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.
- 59.6 If AV refuses the request for a review, the written response under clause 59.5 must include details of the reasons for the refusal.
- 59.7 If AV agrees to the request, a review of the workload of the Employee or group of Employees will be conducted.
- 59.8 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.

59.9 A grievance or dispute under clause 15 of this Agreement in relation to this clause can only be initiated:

- (a) When the process set out in clauses 59.4 to 59.6 or 59.7 above has been completed; and
- (b) Only in circumstances where AV has refused a request under clause 59.6 or in circumstances where AV and the Employee or group of Employees cannot reach agreement under clause 59.8 on the adjustments that are to be implemented to ensure the Employee's or group of Employees' workload is reasonable.

59.10 For the purposes of this clause:

- (a) "Group of Employees" means Employees from the same work group involved in the same work activity.

60. Rest Breaks

60.1 Subject to clause 60.2 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.

60.2 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.

61. Paid lactation breaks and facilities for breastfeeding

61.1 A breastfeeding Employee will be provided with the right to one or more daily breaks to facilitate breastfeeding or expressing milk (Lactation Breaks).

61.2 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.

61.3 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 61.1 to 61.2, as soon as reasonably practicable after their return to work.

62. Reimbursement of Childcare Expenses

62.1 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.

62.2 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.

62.3 This provision does not apply to Employees in receipt of the CAA (clause 71).

62.4 The request to perform overtime will be subject to clause 56.1(b).

63. Higher Duties

63.1 An Employee who is required to perform the duties of a higher Grade or Value Range for a period of five (5) or more working days will be paid at the rate applicable to the base of the higher Value Range for the period they are required to perform the higher duties, less any vehicle salary sacrifice amount applicable.

63.2 Salary packaging arrangements for Employees shall remain unchanged during the period of higher duties.

63.3 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 81.20 of this Agreement.

63.4 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.

64. Uniform Provisions

64.1 Where appropriate, and required by AV, Employees shall be provided with protective clothing/uniform items suitable for the work performed at no cost.

64.2 Protective clothing/uniform items shall only be worn in the course of employment and shall remain the property of AV.

64.3 Protective clothing/uniform items shall be cleaned, repaired and/or replaced by AV, as required

65. Travelling Allowance

65.1 Where an Employee is required by AV to use their own vehicle (including electric vehicles) for business-related travel during normal working hours, they will receive a travelling allowance of 88 cents per kilometre.

65.2 Where an Employee is required by AV to use their own vehicle (including electric vehicles) to travel from home to the place of work and return outside ordinary hours of work, they will receive a travelling allowance in accordance with the rate specified in clause 65.1 of this Agreement.

65.3 For the avoidance of doubt the provisions of clause 65.1 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.

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

65.5 The travelling allowance in clause 65.1 will be adjusted annually over the life of the Agreement according to the rates per business kilometre determined by the Australian Taxation Office.

65.6 Travelling Time

- (a) An Employee remunerated at:
 - (i) from 18 December 2025 to 30 June 2026, \$113,950 or below; and
 - (ii) from 1 July 2026, Pay Point A 4.2.3 of Schedule A 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.

65.7 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.

65.8 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	FFPOA 19 December 2025	FFPOA 19 December 2026	FFPOA 19 December 2027	FFPOA 19 December 2028
Breakfast	\$18.74	\$19.30	\$19.88	\$20.48
Lunch	\$37.48	\$38.60	\$39.76	\$40.95
Dinner	\$56.24	\$57.93	\$59.67	\$61.46

66. 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	FFPOA 19 December 2025	FFPOA 19 December 2026	FFPOA 19 December 2027	FFPOA 19 December 2028
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\$11.26 \$11.60 \$11.95 \$12.31

67. Living Away From Home / incidental expenses

67.1 Subject to clause 67.4, an Employee who is required to live away from home shall be paid an incidentals allowance for each night spent away from home.

67.2 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.

67.3 Employees eligible for the Living Away From Home / Incidental Allowance in accordance with clause 67.1 will receive the following amount per night:

Allowance	FFPOA 19 December 2025	FFPOA 19 December 2026	FFPOA 19 December 2027	FFPOA 19 December 2028
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\$28.08 \$28.92 \$29.79 \$30.68

67.4 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.

68. Shift Allowance

68.1 Translating Shift Workers are not entitled to receive the shift penalties provided under clauses 68.2 and 68.3.

68.2 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 clause 68.2(a) above will be paid in addition to the casual loading in clause 26.3(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).

68.3 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 68.3(a) above will be paid in substitution for any otherwise applicable penalty in 68.2(a). For example:
 - (i) for a night shift which commences on a Friday night, the Employee will be paid the night shift penalty in 68.2(a) from the commencement of the shift until midnight, and the weekend penalty in 68.3(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 68.3(a) and will not be paid the morning shift penalty in 68.2(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 26.3(b) or 26.3(c) and will not be paid the penalties in 68.3(a).

69. 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.

70. Personal Property

- 70.1 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.
- 70.2 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.

71. Commuted Availability Allowance (CAA)

71.1 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.

71.2 From 6 February 2017, a number of the Operational Classifications in **Schedule B - Operational Classification Structure** 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 71.12 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 - Operational Classification Structure**.

71.3 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.

71.4 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:

Allowance	19 December 2025	19 December 2026	19 December 2027	19 December 2028
Level 1 CAA	\$11,417	\$11,760	\$12,113	\$12,477
Level 2 CAA	\$22,835	\$23,521	\$24,227	\$24,954

71.5 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.

71.6 Positions defined at this level of CAA respond to calls in the Low, Moderate and High Categories within the CAA Eligibility Matrix.

71.7 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.

71.8 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.

71.9 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)
	B	Likely to occur frequently in most circumstances	Moderate (M)	High (H)	High (H)	Extreme (X)
	C	Possible and likely to occur at some time	Low (L)	Moderate (M)	High (H)	Extreme (X)
	D	Unlikely to occur but could happen	Low (L)	Low (L)	Moderate (M)	High (H)
	E	May occur but only in rare and exceptional circumstances	Low (L)	Low (L)	Moderate (M)	High (H)

71.10 All positions eligible to receive either Level 1 or Level 2 Commuted Availability Allowance are to have this specified in their position descriptions.

71.11 All new positions are to be classified against the CAA Eligibility Matrix.

71.12 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 71.12(a) or 71.12(b).

71.13 In circumstances where the working of overtime in accordance with clause 71.12 above is authorised, it shall be a requirement that appropriate time records are kept.

71.14 Time in lieu of overtime payment is available in the case of overtime worked under clauses 71.12(a), 71.12(b) and 71.12(c) and 71.13 above, however this shall only be by mutual agreement of AV and the Employee.

71.15 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.

71.16 Weekly CAA for temporary duties

An Employee who would not otherwise be eligible for CAA 1 or 2 but who is required to undertake temporary duties that meet the eligibility requirements for CAA 1 or 2 in this clause will be paid a Weekly CAA.

71.17 The Weekly CAA will be calculated as a pro-rata amount of the annual allowance at clause 71.4 and will operate in accordance with the other conditions of clause 71 subject to the following:

- (a) The temporary duties will commence and conclude on the dates and times determined by AV, and must be undertaken for a minimum period of seven (7) days to be eligible for the Weekly CAA;
- (b) Weekly CAA is intended to be paid for periods during which the Employee is required to be at work. Weekly CAA will not be paid during periods of planned leave.
- (c) Weekly CAA can not be used in circumstances where there is an ongoing requirement for the Employee to be available and where the Employee would otherwise be entitled to CAA 1 or 2.

71.18 Where the Weekly CAA has applied to an Employee for a period of over four (4) months, AV will review and determine if there is an ongoing requirement for the Employee to be available, in which case the Employee will no longer be eligible for the Weekly CAA and will become eligible for the annual allowance outlined at clause 71.4.

71.19 Where there is a review of an ongoing requirement for CAA following four months, Weekly CAA will continue to be paid during the review period.

72. Working From Home

72.1 Working from home arrangements will be in line with AV's Hybrid Working Policy, as amended from time to time or any successor policy or procedure. The Hybrid Working Policy is not incorporated into this Agreement.

72.2 Proposed variations to the Hybrid Working policy will be subject to consultation in accordance with clause 12 of this Agreement. Any proposed change to the policy

which has the impact of substantially reducing access to work from home and which cannot be resolved through consultation, may be resolved in accordance with clause 15 (Resolution of Disputes and Grievances) of this Agreement.

72.3 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 33 (Right to Request Flexible Working Arrangement) or as a reasonable adjustment because of a disability as defined by the *Equal Opportunity Act 2010* (Vic). Such requests will be agreed with consideration of AV’s business and operational requirements and will not be unreasonably refused by AV.

72.4 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 or reasonable adjustment pursuant to clause 72.3, 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.

72.5 Where AV is unable to provide the minimum required office furniture and equipment as set out in clause 72.3, 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.

73. **First Aid Allowance**

73.1 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 Allowance	19 December 2025	19 December 2026	19 December 2027	19 December 2028
	\$17.15	\$17.66	\$18.19	\$18.74

73.2 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.

73.3 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.

74. **Schedule B Training and Development Allowance**

74.1 Employees appointed to a **Schedule B - Operational Classification Structure** 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.

74.2 AV’s delivery of Best Care through industry best-practice is driven by the commitment of AV’s **Schedule B - Operational Classification Structure** 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 Classification Structure** Operational Positions/Classifications

are required to demonstrate their commitment to ongoing professional development.

- 74.3 Professional development may include, but is not limited to, professional organisation memberships, industry journals, conference and training course attendance.
- 74.4 In recognition of this commitment, all senior operational leaders and specialists appointed to a **Schedule B - Operational Classification Structure** 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.

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PART 7 – LEAVE

75. Annual Leave

75.1 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 at clause 71 of this Agreement, including those Operational Classifications where the CAA is incorporated into their annual salary.	5 weeks
OR	
An Employee rostered to work regularly on Sundays and public holidays. These Employees are shift-workers for the purposes of the NES.	
All other Employees	4 weeks

75.2 Annual leave accrues progressively during a year of service according to an Employee’s ordinary hours of work.

75.3 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.

75.4 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.

75.5 Where an Employee has accrued annual leave in excess of eight (8) weeks (or in the case of an Employee who is a shift-worker for the purposes of the NES, 10 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) ¼ of the accrued annual leave in excess of six (6) weeks; or
 - (iii) an additional amount by mutual agreement between the Employee and AV.
- (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 (4) weeks after the cashing out has occurred.

- (i) Any request to cash out leave in accordance with clause 75.5(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.

75.6 Subject to clauses 75.2 and 75.4, annual leave will be taken at a time mutually agreed upon between the Employee and AV.

75.7 Subject to clauses 75.8 and 75.11 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 75.7 shall be calculated at the rate of 17.5% and shall be subject to clause 75.8.

75.8 Annual leave loading before 18 December 2027

- (a) Subject to clause 75.11, each Employee who, at the time of taking annual leave, is remunerated at \$110,066 (and as indexed over the life of the Agreement in line with clause 45) 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 four (4) weeks accrued leave per annum, or five (5) weeks in the case of shift workers.
- (b) Subject to clause 75.9(b), the arrangement under clause 75.8(a) will apply until 18 December 2027.

75.9 Annual leave loading from 19 December 2027

From the first pay period on or after 19 December 2027, the following arrangement will apply:

- (a) Subject to clauses 75.9(b) and 75.11, each Employee who, at the time of taking annual leave, is classified at level 4.1.5 (or equivalent salary level in **Schedule B - Operational Classification Structure**) or below 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 four (4) weeks accrued leave per annum, or five (5) weeks in the case of shift workers.
- (b) Each Employee who is eligible to receive annual leave loading in accordance with clause 75.8(a) on 18 December 2027 will remain eligible to receive annual leave loading in accordance with clause 75.8(a) until they move to a new Grade or Value Range above the new cap of Grade 4.1.5 (or equivalent salary level in **Error! Reference source not found.**).

75.10 In accordance with the FW Act, if the period during which an Employee takes paid annual leave accrued under clause 75.1 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.

75.11 Where any period of annual leave is converted into another form of leave in accordance with clause 75.10 and the Employee has already been paid as if they were on annual leave for the period:

- (a) any amount of annual leave loading paid in respect of that annual leave will not be paid to the Employee when the Employee takes the annual leave that was re-credited to the Employee under clause 75.9 (because it will have already been paid); and

if the Employee does not take the annual leave that was re-credited to the Employee, the annual leave loading will be treated as already paid for the purposes of annual leave pay at the end of employment.

76. **Purchased Leave**

Employees are able to access Purchased Leave up to 44/52 subject to business requirements and AV's approval. In determining whether to approve an application for Purchased Leave, AV may consider whether the Employee has made an application to participate in the four-for-five purchased leave scheme under clause 32 - Four For Five Purchased Leave Scheme (and whether AV has approved that application).

77. **Public Holidays**

77.1 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.

77.2 **Easter Saturday**

- (a) For Employees who ordinarily work Monday to Friday and who do not work on Easter Saturday, the following arrangements will apply:
 - (i) Employees may apply for Wellbeing Leave during the 12 months following Easter Saturday. AV may only refuse an application on reasonable business grounds.

- (ii) Where an application is refused the Employee and AV must make all reasonable efforts to reach agreement on an alternative day or days.
- (iii) In the event that an Employee who has complied with steps 77.2(a)(i) and 77.2(a)(ii) in this clause has been unable to take Wellbeing Leave within six months of the application being made, the Employee may apply for and receive a day's pay in respect to Easter Saturday instead of taking one of their Wellbeing Leave days.

77.3 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 77.1, 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.

77.4 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.

77.5 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.

77.6 Where the nature of employment of an Employee does not permit the observance of public holidays as they occur, AV will grant substituted leave.

77.7 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.

77.8 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.

77.9 Nothing in this clause 77 deprives an Employee of their entitlement to reasonably refuse to work on a public holiday without loss of pay under the NES.

78. **Personal/Carer's Leave**

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

78.2 **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.

78.3 **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 they have 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.

78.4 **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/carers 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.

78.5 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 78.6 and 78.7 are met.

78.6 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.

78.7 Evidence supporting claim

- (a) In the case of personal illness or injury an Employee may utilise up to five (5) 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 78.7(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 78.7(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.

79. Compassionate Leave

79.1 Employees, other than casual Employees, will be entitled to up to four (4) days' paid compassionate leave for each occasion (a **permissible occasion**) that:

- (a) a member of the Employee's immediate family or household:
 - (i) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life; or
 - (ii) dies;

- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner (except a former spouse or de facto partner), has a miscarriage.

79.2 An Employee entitled to compassionate leave under clause 79.1 may take the leave for a particular permissible occasion:

- (a) to spend time with the member of the Employee's immediate family or household who is ill or injured;
- (b) after the death of the member of the Employee's immediate family or household;
- (c) after the stillbirth of the child; or
- (d) after the miscarriage,

as the case may be.

79.3 Casual Employees will be entitled to compassionate leave in the circumstances set out in clause 79.1, and may take the leave in accordance with clause 79.2, on an unpaid basis.

79.4 An Employee must notify the person in charge of the workplace as soon as reasonably practicable that they will be absent due to compassionate leave, and must notify the person of the period (or expected period) of the leave.

79.5 The Employee must, if required by AV, give AV evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion.

79.6 An Employee may take unpaid compassionate leave by agreement with AV.

80. **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.

81. Parental Leave

Summary

This clause sets out an Employee's entitlement to parental leave and other related entitlements.

In summary, an Employee is entitled to 12 months of unpaid parental leave where they will have responsibility for the care of a child. Unpaid parental leave may be taken in relation to the birth or adoption of a child also.

If an eligible Employee is employed on a full time or part time basis and has the primary responsibility for the care of a child, the Employee is entitled to 14 weeks' paid parental leave taken, to be taken concurrently with unpaid parental leave.

If an eligible Employee is employed on a full time or part time basis and does not have the primary responsibility for the care of a child, the Employee is entitled to two (2) weeks' paid parental leave, to be taken concurrently with unpaid parental leave.

An eligible Employee who has responsibility for the care of a child is entitled to 12 months of unpaid parental leave (including 14 or two (2) weeks of concurrent paid parental leave), even if:

- the Employee's partner is also taking unpaid parental leave;
- the Employee is taking some or all of their unpaid parental leave at the same time as their partner; and/or
- the child is stillborn.

An Employee may also be entitled to other related forms of leave, including:

- **Prenatal leave** to attend routine medical appointments associated with pregnancy;
- **Unpaid special parental leave** where an Employee is suffering from a pregnancy-related illness, or where pregnancy ends in miscarriage;
- **Unpaid pre-adoption leave** to attend interviews and examinations necessary for obtaining approval to adopt a child; and
- **Paid or unpaid 'no safe job' leave** for a pregnant Employee who is unable to safely perform their role.

81.1 Definitions

In this clause, the terms below have the following meaning.

- (a) **adoption leave** means leave associated with the placement of a child for adoption.
- (b) **birth-related leave** means leave associated with the birth of a child of the Employee, or the Employee's partner.
- (c) **child** means, for the purposes of adoption, a child of the Employee under 16 years of age who is placed with the Employee, other than:
 - (i) a child or step-child of the Employee;

- (ii) a child or step child of the partner of the Employee; or
- (iii) a child who has previously lived continuously with the Employee for a period of six months or more.
- (d) **continuous service** has the meaning given by section 22 of the FW Act.
- (e) **eligible casual Employee** means a regular casual Employee who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (f) **eligible Employee** means a full-time or part-time Employee, whether employed on an ongoing or fixed term basis.
- (g) **partner** includes a spouse, de facto partner, former spouse or former de facto partner (where a de facto partner is 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).
- (h) **primary caregiver** means the person who takes primary responsibility for the care of a newborn or newly adopted child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary caregiver.
- (i) **secondary caregiver** means a person who has parental responsibility for the child but is not the primary caregiver.
- (j) **stillborn** has the meaning given by section 77A(2) of the FW Act.

81.2 Entitlement to 12 months' unpaid parental leave

- (a) An eligible Employee is entitled to up to 12 months of unpaid parental leave if:
 - (i) the leave is birth-related leave or adoption leave; and
 - (ii) the Employee has or will have a responsibility for the care of the child.
- (b) An eligible Employee can start their unpaid parental leave at any time within the 24 months following the birth or placement of the child. However, the unpaid parental leave must also end during this 24-month period.
- (c) If an eligible Employee is pregnant and taking birth-related leave, the Employee also has the option to start their unpaid parental leave up to 6 weeks before the expected date of birth of the child, or earlier if AV and the Employee agree.
- (d) Up to 120 days of unpaid parental leave (or a higher number of days if prescribed by the Fair Work Regulations) can be taken as unpaid flexible parental leave.
- (e) An eligible Employee is entitled to take up to 12 months' unpaid parental leave regardless of how much unpaid parental leave their partner takes.

- (f) An eligible Employee can take all or some of their unpaid parental leave at the same time as their partner.
- (g) An eligible Employee is still entitled to unpaid parental leave if their child is stillborn.

81.3 Entitlement to paid parental leave

- (a) An eligible Employee engaged on a full time or part time basis, and who is the primary caregiver, is entitled to 14 weeks' paid leave (or 28 weeks' leave at half pay) to be taken concurrently with their unpaid parental leave as set out in clause 81.1.
- (b) An eligible Employee engaged on a full time or part time basis, and who is the secondary caregiver, is entitled to two (2) weeks' paid leave (or four (4) weeks' leave at half pay) to be taken concurrently with their unpaid parental leave as set out in clause 81.1.
- (c) An eligible Employee cannot receive paid parental leave under clause 81.3(b) if they have already received the paid parental leave entitlement under clause 81.3(a) in relation to the child.
- (d) The Employee and AV may agree, subject to AV's operational and business requirements, to permit the Employee to use the paid leave entitlements outlined in this clause at any time within the first 52 weeks of parental leave, or where an extension is granted under clause 81.6(b)(i), or otherwise the first 104 weeks.
- (e) Parental leave does not need to be taken in a single continuous period. The Employer and Employee will agree on the duration of each block of parental leave. The Employer will consider their operational requirements and the Employee's personal and family circumstances in considering requests for parental leave in more than one continuous period.
- (f) An Employee may also be eligible for the Australian government's paid parental leave payments during their period of unpaid parental leave.
- (g) An eligible casual Employee is also entitled to paid parental leave.

81.4 Access to other entitlements while on unpaid parental leave

An Employee may in conjunction with a period of unpaid parental leave access other accrued leave entitlements, including annual leave and/or long service leave but excluding compassionate leave (unless it relates to the still birth or death of the child) and personal/carer's leave subject to the total amount of unpaid parental leave taken not exceeding 12 months or longer period as agreed under clause 81.6, except in circumstances that arise under clause 59.16, Hospitalised Children.

81.5 Flexible unpaid parental leave

- (a) An eligible Employee may take up to 100 days (i.e. 20 weeks) of their 12 months' unpaid parental leave entitlement under clause 81.1 as flexible unpaid parental leave. Flexible unpaid parental leave must be taken as:
 - (i) a single continuous period of one or more days; or
 - (ii) separate periods of one or more days each.

- (b) Flexible unpaid parental leave can be taken at any point during the 24-month period starting on the date of birth or day of placement of the child.
- (c) In addition to clause 81.5(b), a pregnant eligible Employee may also take flexible unpaid parental leave at any point during the period that starts six (6) weeks before the expected date of birth of the child.
- (d) An eligible Employee is not entitled to take flexible unpaid parental leave in relation to a child if:
 - (i) the child and another child:
 - (A) are born during the same multiple birth; or
 - (B) are both placed with the Employee for adoption and have the same day of placement; and
 - (C) the Employee takes flexible unpaid parental leave in relation to the other child.
- (e) When giving notice of their intention to take unpaid parental leave in accordance with clause 81.9, an Employee must specify the total number of days, if any, to be taken as flexible unpaid parental leave. If AV agrees, an eligible Employee may change the total number of days to be taken as flexible unpaid parental leave previously notified to AV in accordance with clause 81.9 by:
 - (i) reducing the number of flexible days, including by reducing the number of flexible days to zero; or
 - (ii) increasing the number of flexible days, but not so as to increase the number of flexible days above 100 (or, if a higher number of days is prescribed by the Fair Work Regulations, that higher number).
- (f) An Employee must give written notice of a day on which the Employee will take flexible unpaid parental leave at least four (4) weeks before that day or, if four (4) weeks' notice is not practicable, as soon as practicable. If AV agrees, an eligible Employee may change a day on which the Employee takes flexible unpaid parental leave from a day previously notified in accordance with clause 81.5(f).

81.6 Right to request flexible work arrangement or extension to unpaid parental leave

- (a) An eligible Employee who is pregnant may request a flexible work arrangement in accordance with clause 33 (Right to Request Flexible Working Arrangement).
- (b) To assist an Employee in reconciling work and parental responsibilities, an eligible Employee who takes unpaid parental leave may request to:
 - (i) extend the period of unpaid parental leave provided by a further continuous period of leave not exceeding 12 months (up to 24 months in total);
 - (ii) return from a period of unpaid parental leave on a part-time basis or pursuant to a flexible work arrangement while the child is of school age or younger.

- (c) Where an Employee makes a request for a part-time flexible work arrangement made under clause 81.6(b)(ii), the requirements and process set out in clause 33 (Right to Request Flexible Working Arrangement) apply.
- (d) A request for an extension of unpaid parental leave (extension request) under clause 81.6(b) must be:
 - (i) in writing;
 - (ii) given to AV at least four (4) weeks before the end of the available unpaid parental leave period; and
 - (iii) made when the Employee is taking unpaid parental leave.
- (e) Where an Employee has made an extension request under clause 81.6(b)(i) that complies with clause 81.6(d), AV will:
 - (i) discuss the request with the Employee; and
 - (ii) genuinely try to reach an agreement with the Employee about an extension of the period of unpaid parental leave for the Employee.
- (f) AV may only refuse an extension request under clause if:
 - (i) it has first complied with its obligations under clause 81.6(e);
 - (ii) the parties have not reached an agreement;
 - (iii) AV has had regard to the consequences of the refusal for the Employee; and
 - (iv) the refusal is on reasonable business grounds.
- (g) Without limiting what are reasonable business grounds for the purpose of a refusal by AV, reasonable business grounds for refusing a request include the following:
 - (i) that the extension requested would be too costly;
 - (ii) that there is no capacity to change the working of other Employees to accommodate the extension requested;
 - (iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the extension requested;
 - (iv) that the extension requested would be likely to result in a significant loss in efficiency or productivity;
 - (v) that the extension requested would be likely to have a significant negative impact on customer service, service delivery, or AV's operational needs.
- (h) Following the process outlined in clause 81.6(e) and 81.6(f) (where applicable), AV must give the Employee a written response within 21 days of the extension request, which:
 - (i) states that AV grants the request; or

- (ii) set out the extended period of unpaid parental leave under clause 81.6(e)(ii) which differs from the period requested; or
 - (iii) states that AV refuses the request under clause 81.6(f), in which case the written response must:
 - (A) include details of the reasons for refusal, including the particular business grounds for refusing the request and an explanation of how the business grounds apply to the Employee's request;
 - (B) either:
 - (1) set out the extension of the period of unpaid parental leave for the Employee that AV would be willing to agree; or
 - (2) state that there is no extension of the period that AV would be willing to agree;
 - (C) set out the effect of sections 76B and 76B of the Act, which concerns the process related to disputing a refusal to grant an extension request at the Fair Work Commission.
- (i) Disputes about extension requests may be dealt with under the dispute resolution procedure (clause 15) and/or under section 76B of the Act.

81.7 Variation of initial notified period of unpaid parental leave

- (a) An eligible Employee whose notified period of unpaid parental leave is less than 12 months may elect to extend the period of their unpaid parental leave on one occasion up to a maximum of 12 months. If AV agrees, the Employee may further extend the period of unpaid parental leave one or more times.
- (b) Any such variation must be notified in writing to AV at least two (2) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the parental leave entitlements in clauses 81.1 and 81.3 or the right to extend provisions in clause 81.6.

81.8 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 three (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 81.8(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 81.8(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) AV may allow an eligible Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled, subject to the total amount of unpaid leave taken not exceeding 52 weeks.
- (e) An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave will be entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave, subject to requirements in clause 51 Superannuation.

81.9 Notice and evidence requirements

- (a) An Employee must give at least 10 weeks' written notice of the intention to take unpaid parental leave. If 10 weeks' notice is not practicable and:
 - (i) the first or only period of unpaid leave covered by the notice is a single, continuous period of leave (i.e. not flexible unpaid parental leave); or
 - (ii) any of the leave covered by the notice starts before the child's date of birth or expected date of birth,the Employee must otherwise give notice as soon as practicable.
- (b) If any of the leave covered by the notice is to be taken in a single continuous period, the notice must include the intended start and end dates of that leave.
- (c) If any of the leave covered by the notice is to be taken as flexible unpaid parental leave, the notice must include the total number of days the Employee intends to take as flexible unpaid parental leave.
- (d) When providing notice under clause 81.9, the Employee must also 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) and, where relevant, that the child is stillborn; 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.
- (e) At least four weeks before the intended commencement of an agreed period of unpaid parental leave, the Employee must confirm in writing the intended start and end dates of the unpaid parental leave, or advise AV of any changes to the notice provided in clause 81.9(a), unless it is not practicable to do so.

- (f) An Employee must give written notice of a day on which the Employee will take unpaid flexible parental leave at least four (4) weeks before that day or, if four (4) weeks' notice is not practicable, as soon as practicable.
- (g) Where a pregnant eligible Employee continues to work within the six (6) week period immediately prior to the expected date of birth of the child, AV may require the Employee to provide a medical certificate stating the Employee is fit to continue to work, and if so, whether it is inadvisable for the Employee to continue working their normal duties because of illness or risks arising out of the pregnancy or hazards connected with the position.

81.10 Summary of parental and related leave entitlements

In addition to the parental leave entitlements set out in clauses 81.1 and 81.3, an Employee may be entitled to other types of related leave. These leave entitlements and those set out in clauses 81.1 and 81.3 are summarised in the following table.

Type of Employee	Paid leave	Unpaid leave	Total leave	Conditions/requirements
Parental leave: to care for a child				
Eligible Employee – full time or part time – primary caregiver	14 weeks (or 28 weeks at half pay).	38 weeks	52 weeks (12 months).	See clauses 81.1 to 81.9.
Eligible Employee – full time or part time – secondary caregiver	2 weeks (or 4 weeks at half pay).	50 weeks		
Eligible casual Employee – primary caregiver	14 weeks (or 28 weeks at half pay).	38 weeks		
Eligible casual Employee – secondary caregiver	2 weeks (or 4 weeks at half pay).	50 weeks		
Prenatal leave: to attend routine medical appointments associated with pregnancy				
Pregnant Employee	38 hours.	Nil.	38 hours.	See clause 81.11. Medical certificate required.
Employee whose partner is pregnant	8 hours.	Nil.	8 hours.	
Casual Employee	Nil.			

Type of Employee	Paid leave	Unpaid leave	Total leave	Conditions/requirements
Unpaid special parental leave: for pregnancy-related illness/end of pregnancy				
Pregnant eligible Employee who suffers pregnancy-related illness	Nil.	Period certified by registered medical practitioner as necessary.		See clause 81.12. Medical certificate required. Employee may take available paid personal/carer's leave instead.
Pregnant eligible Employee whose pregnancy ends after 12 weeks otherwise than by the birth of a living child (but child is not stillborn)				
Pre-adoption leave: to attend interviews and examinations necessary to obtain approval to adopt a child				
Employee seeking to adopt a child	2 days	2 days, or more if agreed between Employee and AV.	4 days, or more if agreed between Employee and AV.	See clause 81.13. Evidence required. If the Employee is able to take another form of paid leave, AV may direct Employee to take that paid leave instead of unpaid leave.
No safe job leave: where pregnant Employee cannot safely perform role and no alternative available				

Type of Employee	Paid leave	Unpaid leave	Total leave	Conditions/requirements
Eligible Employee who is pregnant who can no longer safely perform their current position, and for whom there is no appropriate safe alternative job	Risk period as certified by registered medical practitioner.	Nil.	Risk period as certified by registered medical practitioner.	See clause 81.14. Evidence required.
Non-eligible Employee who is pregnant who can no longer safely perform their current position, and for whom there is no appropriate safe alternative job	Nil.	Risk period as certified by registered medical practitioner.		
Unpaid Grandparent Leave				
An employee who is or will be the Primary Caregiver of a Grandchild	Nil	52 weeks		See clause 59.14

81.11 Prenatal 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.
- (b) Where an Employee’s partner is pregnant, the Employee will have access to paid leave totalling up to eight (8) 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 the Employee's partner is pregnant. Each absence on prenatal leave must also be covered by a medical certificate.
- (d) Paid prenatal leave is not available to eligible casual Employees.

81.12 Unpaid special parental leave

- (a) Where the pregnancy of an eligible Employee not then on unpaid parental leave terminates other than by the birth of a living child (but the child is not stillborn), the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
 - (i) where the pregnancy terminates within the first 12 weeks, during the certified period(s) the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 78.
 - (ii) where the pregnancy terminates after the completion of 12 weeks, during the period(s) the Employee is entitled to access any paid personal/carer's leave entitlements in accordance with clause 78; and thereafter to unpaid special parental leave;
- (b) Where an Employee is granted special parental leave under clause 81.12(a)(ii), during the period of 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.
- (c) Where an Employee, who has not commenced unpaid parental leave, suffers an illness related to the pregnancy, the Employee may take any paid personal leave entitlement and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before the Employee's return to work.
- (d) In circumstances where an Employee is suffering from an illness that is not directly related to the pregnancy, the Employee may be entitled to paid personal leave in lieu of, or in addition to, special parental leave.
- (e) An Employee who takes unpaid special parental leave must provide AV with a copy of the medical certificate from the registered medical practitioner as soon as practicable (which may be at a time after special parental leave has started).

81.13 Pre-adoption leave

- (a) An Employee seeking to adopt a Child is entitled to two days paid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- (b) An Employee seeking to adopt a child is entitled to up to two (2) days of unpaid leave (or more if agreed between AV and Employee) for the purposes of attending any compulsory interviews or examinations, as may

be required in order to obtain approval for the Employee's adoption of a child.

- (c) Where another form of paid leave is available to an Employee, AV may require the Employee to take such leave instead of unpaid pre-adoption leave.
- (d) An Employee must give notice of the taking of unpaid pre-adoption leave and may be required by AV to provide satisfactory evidence of the requirement to attend any compulsory interviews or examinations.

81.14 **Permanent Care Leave**

- (a) Employees will be entitled to access parental leave in accordance with this clause at a time agreed with AV if they:
 - (i) Are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the Children, Youth and Families Act 2005 (Vic) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia, and
 - (ii) Will be the Primary or Secondary Caregiver for that Child.

81.15 **Grandparent Leave**

- (a) An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

81.16 **Access to Parental Leave for an Employee whose Child is born by surrogate**

- (a) An Employee whose Child is born through a surrogacy arrangement which complies with Part 4 of the Assisted Reproductive Treatment Act 2008 (Vic) (or successor instrument), is eligible to access the parental leave entitlements in accordance with this clause.

81.17 **Hospitalised Children**

- (a) Where an Employee's Child is required to remain in hospital after the Child's birth or is hospitalised immediately after the Child's birth, including because the Child:
 - (i) was born prematurely, or
 - (ii) developed a complication or contracted an illness during its period of gestation or at birth, or
 - (iii) developed a complication or contracted an illness following the Child's birth,

and the Employee would otherwise take parental leave during this period, the Employer and Employee may agree that the Employee will not take parental leave while the Child remains in hospital, and may work during that period. Any agreement in this regard will be made and have effect in accordance with section 78A of the FW Act. During this time the Employee may access other forms of leave available to them under the Agreement.

Should an Employee access other forms of leave or work during this agreed period then their parental leave period will be extended by a period equal to the period they accessed other leave or worked.

81.18 **Transfer to a Safe Job**

- (a) Where an Employee is pregnant and provides reasonable evidence that, 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 will make it inadvisable for the Employee to continue in their present work for a stated period (risk period) and there is an appropriate safe job available, the Employee will be transferred to the appropriate safe job with no other change to the Employee's terms and conditions of employment for the risk period (unless the safe job has more favourable terms).
- (b) If there is no safe job available, an eligible Employee may elect, or AV may require the Employee, to take no safe job paid leave immediately for a period which ends at the earliest of any of the following:
 - (i) a transfer to a safe job becoming available;
 - (ii) the end of the risk period stated in the opinion of the registered medical practitioner provided in clause 81.18(a) above;
 - (iii) if the Employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
 - (iv) if the Employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy; or
 - (v) where the Employee commences parental leave as a result of a certificate requested under clause 81.12(d) that states that the Employee is unfit for work within six (6) weeks of the expected date of birth.
- (c) Paid leave taken in accordance with this clause 81.14 is in addition to any other leave entitlements.
- (d) If an Employee is not eligible for unpaid parental leave, and there is no safe job available, the Employee is entitled to take unpaid parental leave for the risk for a period which ends at the earliest of any of the events listed in clause 81.18(b)(i) to 81.18(b)(v) above.

81.19 **Returning to Work After Parental Leave**

- (a) An Employee will notify AV of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of that leave.
- (b) An Employee will be entitled to return to the position that they held immediately prior to the period of parental leave, or immediately prior to being transferred to a safe job in accordance with clause 81.14 of this Agreement.
- (c) Where such position no longer exists, the Employee is entitled to return to an available alternative position (if any) for which the Employee is

qualified for and is nearest in status and pay to that of their former position.

81.20 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred as a result of an Employee proceeding on parental leave.
- (b) A replacement Employee will be employed on a fixed-term basis, in accordance with clause 29 of this Agreement and subject to compliance with the Act.
- (c) Before engaging a replacement Employee, AV will notify the replacement Employee of the matters in section 84A of the Act including that the work is temporary, the rights of AV and of Employee taking unpaid parental leave.

81.21 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 that has a significant effect on the status, pay or location of the Employee's pre-parental leave position, AV will take reasonable steps to:
 - (i) give the Employee information about any significant effect the change will have on the status, pay or location 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, pay or location of the position the Employee held before commencing parental leave.
- (b) The Employee is encouraged to 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.
- (c) The Employee will also notify AV of changes of address or other contact details which might affect AV's capacity to comply with this clause.
- (d) Subject to the requirements in the Act, during a period of unpaid parental leave, the Employee and AV can agree to an Employee performing work for AV on up to 10 'keeping in touch' days. If an Employee performs work on a keeping in touch day, performing that work does not have the effect of extending the period of unpaid parental leave.

81.22 Pregnancy ends (other than by birth of a living child) or child born alive dies

- (a) An eligible Employee is still entitled to parental leave if their child is stillborn.
- (b) If the pregnancy ends (other than by birth of a living child), the Employee or AV may give written notice cancelling the birth-related leave before the leave starts. If the Employee or AV does so, the Employee is not entitled

to unpaid parental leave in relation to the child but the Employee may be entitled to personal leave or special parental leave under clause 81.12.

- (c) If the pregnancy ends (other than by birth of a living child), or a child born alive dies, the Employee may give written notice that the Employee wishes to return to work after the start of the period of leave but before its end, and within four (4) weeks after AV receives the notice. AV may give written notice to an Employee requiring the Employee to return to work on a specified day and must do so if the Employee has given written notice that they wish to return to work (unless the leave has not started or has been cancelled). The specified day will be within four (4) weeks after the notice is given to AV by the Employee, and if no such notice has been given, not earlier than six (6) weeks after the AV's written notice was given to the Employee.

81.23 Ceasing to have responsibility

- (a) If the Employee ceases to have any responsibility for the care of the child, AV may give written notice to an Employee on unpaid parental leave requiring the Employee to return to work on a specified day. The specified day will be at least four (4) weeks after the notice is given to the Employee, but not earlier than six (6) weeks after the date of birth of the child if the Employee gave birth to the child.
- (b) AV will have regard to the relevant circumstances of the Employee, including whether it is reasonable to expect that the Employee will not again have any responsibility for the care of the child.
- (c) This clause 81.23 does not apply in circumstances where the Employee's child is stillborn or dies during the 24-month period starting on the child's date of birth.

82. Long Service Leave

Summary

This clause sets out the entitlement of Employees (including casual Employees) to long service leave.

In summary, and subject to the requirements in this clause, Employees (including casual Employees) are entitled to six months of long service leave on the completion of fifteen years of continuous service, and an additional two months on the completion of each additional five years of service thereafter. This more beneficial entitlement is derived from the *Ambulance Services and Patient Transport Employees Award, Victoria 2002* which previously applied to AV and continues to be the underlying source of the long service leave entitlements for the majority of AV Employees under section 113 of the FW Act.

The rules concerning continuous service for casual Employees, and the method of calculating the accrual of long service leave, are as set out in the *Long Service Leave Act 2018 (Vic)* (as amended from time to time) (**LSL Act**). This is because, although the entitlement to long service leave for casual Employees is conferred under this Agreement, a method is required to determine continuity of service, and what periods count as periods of service, for casual Employees.

For clarity, the LSL Act otherwise does not apply in relation to the application of this clause.

82.1 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 they die 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** will mean any hospital, public health service, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988 (Vic)*, 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 Families, Fairness and Housing (Victoria), the Department of Justice and Community Safety (Victoria) and the Victorian Board of the Nursing and Midwifery Board of Australia.
- (e) **Australian Defence Forces** shall have the same meaning as the Defence Force in the *Defence Act 1903 (Cth)*.

82.2 Entitlement

- (a) An Employee, including a casual Employee, is entitled to long service leave with pay for continuous service with the same Employer or service with Victorian Ambulance Services as follows:
 - (i) six (6) months on the completion of 15 years continuous service; and
 - (ii) an additional two (2) months long service leave on completion of each additional five (5) years continuous service thereafter;
 - (iii) where an Employee's services are terminated for any reason otherwise than by death, an additional 1/30th of the period of service since the last accrual of entitlement under clauses 82.2(a)(i) and 82.2(a)(ii);
 - (iv) where an Employee has completed at least seven (7) years but less than 15 years continuous service, and whose services are terminated for any reason otherwise than by death, such amount of long service leave as equals 1/30th of the period of service;
 - (v) where an Employee who has completed at least seven (7) years continuous service, dies while still employed, AV will pay to the Employee's legal personal representative, such amount of long service leave as equals 1/30th of the period of service.
- (b) Any long service leave shall be exclusive of any public holiday occurring during the period when the leave is taken.

82.3 Payment for Period of Leave

- (a) Payment for long service leave will be made:
 - (i) in full prior to the Employee commencing leave; or
 - (ii) at the same time as payment would have been made if the Employee had remained on duty, if the Employee so applies in writing; or
 - (iii) as otherwise agreed between AV and Employee.
- (b) Where the ordinary time rate of pay is increased during any period of long service leave taken, the Employee is entitled to receive payment of this increase at the completion of long service leave.
- (c) Where the ordinary time rate of pay is increased during any period of long service leave taken, the Employee is entitled to receive payment of this increase at the completion of long service leave.

82.4 Casual weekly hours

Where an Employee is a casual, their normal weekly hours for the purpose of long service leave will be the greatest of:

- (a) the average number of hours worked over the preceding 12 months' continuous service;

- (b) the average number of hours worked over the preceding 5 years' continuous service; or
- (c) the average number of hours worked over their entire period of continuous service.

82.5 Service entitling to leave

- (a) The service of an Employee with an ambulance service will include service for which long service leave or payment in lieu has not already been received, in one or more ambulance services, Institutions or Statutory Bodies, provided that service with any of these bodies is six (6) months or greater.
- (b) Service also includes all periods during which an Employee was serving in the Australian Defence Force or was made available by AV for National Duty.
- (c) **Transmission of business:** where a business is transmitted from one Employer (the **transmitter**) to another Employer (the **transmittee**), an Employee who worked with the transmitter and who continues in the service of the transmittee, will be entitled to count their service with the transmitter as service with the transmittee for long service leave. In this clause: **business** includes trade, process, business or occupation and includes part of any such business; transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

82.6 Continuity of service for Employees other than casual Employees

- (a) For the purposes of calculating long service leave, service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any paid leave (including annual leave, long service leave or personal/carer's leave;
 - (ii) any absence for incapacity as defined under clause 50 (Accident Make-Up Pay);
 - (iii) any interruption or ending of the employment by AV if made with the intention of avoiding long service leave or annual leave;
 - (iv) any absence on unpaid parental leave which, in combination with any period of paid parental leave, totals 104 weeks or less;
 - (v) any other absence where AV authorises such absence in writing to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) 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 (5) weeks in addition to any paid leave which the Employee receives on termination or for which the Employee is paid in lieu;

- (viii) dismissal if the Employee is re-employed within two (2) months from the date of this dismissal;
- (ix) any approved absence on unpaid leave granted pursuant to clause 83 (Career Break).

(b) In calculating continuous service, any interruption or absence under clauses 82.6(a)(i) to 82.6(a)(v) are to be counted as part of the period of service, but any interruption or absence under clauses 82.6(a)(vi) to 82.6(a)(ix) shall not be taken into account in calculating the period of service for long service leave unless authorised in writing by AV.

82.7 Continuity of service for casual Employees and calculation of period of service

- (a) For casual Employees, continuity of service will be determined as if the provisions for the calculation of continuous employment for casual Employees, and the calculation of the period of continuous employment, under the LSL Act applied to such Employees. Those provisions are incorporated into and form part of this Agreement and the references to continuous service in this Agreement are to be read as references to continuous employment in the LSL Act for the purposes of this Agreement.
- (b) For clarity, for the purposes of this Agreement, the only provisions of the LSL Act that are taken to apply to casual Employees are those matters set out in clause 82.7(a). The entitlement to long service leave for casual Employees is otherwise as provided for in this Agreement, as applicable.

82.8 Time of taking of leave

Long service leave will be granted within six months from the date of entitlement accruing but if agreed between AV and Employee, may be postponed or taken in periods rather than in one period.

AV will not unreasonably refuse to agree to a request by an Employee in relation to the timing of the taking of long service leave.

82.9 Granting leave in advance

Where an Employee has completed at least 10 years continuous service, an Employer may by agreement with the Employee, grant long service leave before the entitlement accrues.

82.10 Payment of long service leave on termination of employment

- (a) On or before the date of termination of employment, an Employee is entitled to be paid any accrued long service leave not taken.
- (b) An Employee who accrues long service leave and who seeks to be re-employed by another ambulance service:
 - (i) may in writing request deferral of payment of long service leave until the expiry of the Employee's allowable period of absence from employment provided in clause 82.6(a)(viii) above;
 - (ii) unless the Employee gives notice in writing that the Employee has been employed by another ambulance service, AV will pay any

accrued long service leave at the expiry of the Employee's allowable period of absence;

- (iii) where the Employee gives notice in writing that the Employee has been employed by another ambulance service, AV is not required to pay the Employee for such long service leave.

82.11 Proof of service

The onus is on the Employee to prove aggregation of service to support a claim for long service leave without entitlement. A certificate of service specifying the period of employment including any periods of leave without pay and any long service leave granted during service or paid in lieu on termination, will constitute acceptable proof.

82.12 Pro-rata long service leave in advance

Employees are eligible to take pro-rata long service leave after seven (7) and prior to 15 years in accordance with this Agreement subject to the following:

- (a) application by the Employee for such leave will be made no earlier than six (6) months prior to the accrual of seven (7) years of service;
- (b) operational needs of AV, provided that leave will be granted within 18 months of the application being lodged by the Employee with AV.

82.13 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.

82.14 Portability of long service leave

- (a) Paid employment with Fire Rescue Victoria (**FRV**) and the Country Fire Authority (**CFA**), Victoria Police (**VicPol**) and interstate ambulance services will be recognised for the purpose of long service leave for Employees who joined AV on or after 2 September 1997 and provided they satisfy the Agreement's continuity requirements.
- (b) Employment with interstate ambulance services will be recognised for the purposes of long service leave for existing Employees provided they satisfy the Agreement's continuity requirements.
- (c) Employees with previous service in the inner-budget Victorian Public Service and the inner budget Commonwealth Public Service organisations will have such service recognised for the purpose of long service leave, provided that the former employer transfers the monetary accruals to AV. The granting of such leave will be by mutual agreement and such agreement will not be unreasonably withheld.
- (d) In circumstances where the transfer of the monetary accrual cannot be achieved as provided in clause 82.14(c), Employees with previous employment in the inner budget Victorian Public Service and inner budget

Commonwealth Public Service, FRV, CFA and VicPol will have such employment periods recognised for determining the quantum of time required for entitlement to take long service leave, provided however, that the Employee will only be able to access that amount of long service leave which has been accrued within AV. The granting of such leave will be by mutual agreement and such agreement will not be unreasonably withheld.

83. **Career Break**

- 83.1 Employees may apply for a six (6) month Career Break. Such a break is unpaid. The purpose of a Career Break is to allow the Employee to have rest and recuperation away from the workplace, to travel and/or pursue personal interests.
- 83.2 Approval of a request for a Career Break is subject to AV's discretion and operational requirements. When considering requests for a Career Break where there are applications in excess of the maximum number of available Career Breaks as outlined in clause 83.3, AV will give consideration to the following factors when prioritising requests:
- (a) Length of Service;
 - (b) The Employee's personal circumstances including wellbeing, caregiving and parenting responsibilities; and
 - (c) The purpose and potential benefit to the Employee of taking a Career Break at that time.
- 83.3 In any calendar year, there will be a maximum number of Career Breaks that can be taken across AV in accordance with this clause. This number will be determined at the discretion of AV and will be made available to Employees. The number of Employees who have an approved period of leave under the Four for Five Purchased Leave Scheme (in accordance with clause 32) will be taken into account in determining the maximum number of Career Breaks that can be taken by Employees in any calendar year.
- 83.4 As part of the application process, an Employee may specify if they would like to use accrued Annual Leave or Long Service Leave to extend the six (6) month Career Break. Any extension of the six (6) month Career Break is at the discretion of AV.
- 83.5 A Career Break does not count towards an Employee's service but does not break the continuity of service.

84. **Blood Donors Leave**

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

85. **Study Leave**

- 85.1 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.
- 85.2 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.

85.3 An Employee may use study leave to attend any examinations connected to the approved study referenced in clause 85.1.

85.4 Study leave will be taken at a time that is approved by AV. AV will not unreasonably withhold approval for such leave.

86. **Jury Service**

Explanatory Note: Under section 52 of the *Juries Act 2000* (Vic), employers are required to provide make up pay in the amount of the difference between the remuneration required to be paid under section 51 and the amount that he or she could "reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service".

The effect of this is that if a casual Employee had already agreed to work a shift and be paid the casual rate during the period, they would be entitled to make-up pay for that shift (given they could have reasonably expected to have been paid in respect of those rostered hours had they not been performing jury service).

86.1 In accordance with the *Juries Act 2000* (Vic), 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 rate of pay inclusive of allowances, in respect of the time that would have otherwise been worked.

86.2 The Employee will notify AV as soon as possible of the date the Employee is required to attend for jury service and the estimated duration of the attendance.

86.3 The Employee will provide AV with proof of the requirement to attend for jury service, the duration of attendance and the amount received for such jury service.

87. **Court Attendance**

87.1 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.

88. **Family and domestic violence leave**

Summary

This clause provides the entitlements for all Employees experiencing Family and Domestic Violence and/or an Employee who supports immediate family experiencing Family and Domestic Violence.

The entitlements include:

- 20 days' paid Family and Domestic Violence leave per year;
- individual support, including a right to request temporary changes to their employment and working arrangements; and
- confidentiality and adverse action protections.

Family and Domestic Violence is defined in reference to the definition in the *Family Violence Protection Act 2008* (Vic) and refers to violent, threatening and abusive behaviour by a person against a member of that person's family or household, including current or former members of the person's household and current or former intimate partners

88.1 **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 and Domestic Violence.
- (b) Leave for Family and Domestic Violence purposes is available to Employees who are experiencing Family and Domestic Violence to allow them to be absent from the workplace if they need to do something to deal with its impact, and it is impracticable to do it outside of the Employee's work hours, such as:
 - (i) attending hospital appointments, appointments with a counsellor, medical or legal practitioner or to attend legal proceedings;
 - (ii) relocating or making other safety arrangements; or
 - (iii) engaging in other activities associated with the experience of Family and Domestic Violence, including caring for children.
- (c) The supports and paid or unpaid leave provided under this clause do not extend to perpetrators (or alleged perpetrators) of family and domestic violence.

88.2 **Definition of Family Violence**

- (a) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of that person's family or household (current or former, including a current or former intimate partner). This definition includes behaviour that:
 - (iv) is physically or sexually abusive; or

- (v) is emotionally or psychologically abusive; or
- (vi) is economically abusive; or
- (vii) is threatening; or
- (viii) is coercive or seeks to coerce or control the Employee; or
- (ix) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- (x) causes a child to hear or witness or otherwise be exposed to the effects of such behaviour.

88.3 General Measures

- (a) Evidence of Family and Domestic Violence that would satisfy a reasonable person may be required and can be in the form of 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 and Domestic Violence will be kept confidential in line with AV's policies and relevant legislation. AV will not keep any information on an Employee's personnel file or otherwise use it for a purpose other than satisfying itself in relation to the Employee's entitlement to take leave, without their express written permission. AV is however authorised to disclose any information where required by law or where necessary to protect the life, health or safety of the Employee or another person.
- (c) A request for evidence made by the employer will not be unreasonable or overly onerous on the employee. All requests must be handled sensitively and with consideration of the employee's safety and the circumstances of each case.
- (d) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family and Domestic Violence.
- (e) AV will identify contact/s within the workplace who will be trained in Family and Domestic Violence and associated privacy issues. AV will advertise the name of any Family and Domestic Violence contacts within the workplace.
- (f) An Employee experiencing Family and Domestic Violence may raise the issue with their immediate supervisor, Family and Domestic Violence contacts, Union Representative or nominated People and Culture contact. The immediate supervisor may seek advice from People and Culture if the Employee chooses not to see the People and Culture or Family and Domestic Violence contact.
- (g) Where requested by an Employee, 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 88.3 and clause 88.4.

- (h) AV will develop guidelines to supplement this clause and which detail the appropriate action to be taken in the event that an Employee reports Family and Domestic Violence.

88.4 Leave

- (a) An Employee experiencing Family and Domestic Violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to Family and Domestic Violence.
- (b) 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 in a single continuous 20-day period, separate periods as agreed with AV including as a fraction of a day and can be taken without prior approval.
- (c) If an Employee other than a casual Employee takes a period of Family and Domestic Violence leave, AV must pay the Employee at their Full Rate of Pay, worked out as if the Employee had not taken the period of leave.
- (d) If a casual Employee takes a period of Family and Domestic Violence leave, AV must pay the Employee at their Full Rate of Pay, worked out as if the Employee had worked the hours in the period for which the Employee was rostered. A casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by AV to work those hours.
- (e) An Employee who supports a person experiencing Family and Domestic 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 88.2(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

88.5 Individual Support

- (a) In order to provide support to an Employee experiencing Family and Domestic Violence and to provide a safe work environment to all Employees, AV will approve any reasonable request from an Employee experiencing Family and Domestic Violence for:
 - (i) 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 and Domestic 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 and Domestic Violence will be offered access to the Employee Assistance Program (**EAP**) (currently VACU) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in Family and Domestic Violence.
- (d) An Employee that discloses that they are experiencing Family and Domestic Violence will be given information regarding current support services.

89. Cultural and Ceremonial Leave

89.1 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.

89.2 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.

89.3 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.

89.4 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 89.4(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.

89.5 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.

90. ANZAC leave

90.1 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 68 (Shift Allowance) that the Employee would have received had they been at work on the day the Employee is taking ANZAC Leave.

90.2 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.

91. Australian Defence Force Reserve Leave

91.1 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.

91.2 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.

92. Gender Affirmation Leave

Summary

This clause sets out an Employee's entitlement to gender affirmation leave.

AV encourages a culture that is supportive of transgender and gender diverse employees and recognises the importance of providing a safe environment for employees undergoing gender affirmation.

Consistent with this purpose and AV's organisational values, AV provides up to 52 weeks' unpaid leave for Employees affirming their gender. For permanent Employees undergoing essential gender affirmation surgery, up to four (4) weeks of this leave will be paid.

The entitlement to take gender affirmation leave is subject to notice and evidence requirements, as set out in this clause.

92.1 Definitions in this clause

- (a) **Gender Affirmation** means the steps an Employee may take to feel more aligned with their gender. This is sometimes referred to as 'gender transition'. This may occur through medical, social or legal changes.
- (b) **Permanent Employee** means an Employee other than a casual Employee.

92.2 Entitlement to Gender Affirmation leave

- (a) Subject to subclause 92.3(a), an Employee who commences Gender Affirmation is entitled to take up to 52 weeks' unpaid leave for the purpose of giving effect to the Employee's Gender Affirmation.

92.3 Paid component for Permanent Employees

- (a) Permanent Employees may take up to 4 weeks of their 52-week entitlement as paid Gender Affirmation leave at their ordinary time rate of pay for essential and necessary gender affirmation procedures.
- (b) Essential gender affirmation procedures may include:
 - (i) medical or psychological appointments;
 - (ii) hormonal appointments;
 - (iii) surgery and associated appointments;

- (iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - (v) any other similar necessary appointment or procedure to give effect to the Employee's gender affirmation as agreed with the Employee's immediate manager.
- (c) An employee may utilise accrued Annual or Long Service Leave or, where appropriate, Personal Leave, to complement leave taken under this clause.

92.4 Taking Gender Affirmation leave

- (a) Employees may implement their Gender Affirmation in various ways and are not required to be undergoing specific types of changes, such as surgery, to access unpaid Gender Affirmation leave.
- (b) An Employee may commence their Gender Affirmation leave within the first 52 weeks of commencing their Gender Affirmation. There is no minimum amount of continuous service required by the Employee in order to access Gender Affirmation Leave.
- (c) An Employee may take Gender Affirmation leave as consecutive, single or part days as agreed with the Employee's immediate manager.
- (d) AV will not pay out any unused paid Gender Affirmation leave on termination of employment.
- (e) Gender Affirmation leave will not accrue from year to year.

92.5 Notice and evidence requirements

- (a) An Employee seeking to access Gender Affirmation leave must provide AV with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employee's immediate manager.
- (b) An Employee seeking to access Gender Affirmation leave may, upon the request of the Employee's immediate manager, be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered medical practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

93. Reproductive Health Leave

93.1 Entitlement

- (a) An Employee (other than a Casual Employee) may take up to five days (pro-rata for part-time Employees) per year of service paid Reproductive Health Leave where an Employee:
 - (i) is unable to work as result of experiencing symptoms associated with endometriosis or poly cystic ovary syndrome, or
 - (ii) is unable to work as a result of experiencing symptoms associated with menopause or menstruation, or

- (iii) requires medical care for treatment of, or associated with, endometriosis or poly cystic ovary syndrome, or
- (iv) requires medical care due to complications associated with a pregnancy, or
- (v) is undertaking a medical procedure associated with fertility treatment (including egg harvesting or embryo implantation).

93.2 Access to Reproductive Health Leave

An Employee will become eligible to access the five days of Reproductive Health Leave where their balance of accrued Personal/Carer's Leave has reduced to fifteen days or fewer. Subject to the conditions in this clause, a maximum of five (5) days leave will be available per each year of employment.

93.3 Notice and evidence requirements

- (a) An Employee requesting to take leave under this clause must advise the Employer of the period, or expected period, of the leave as soon as practicable, which may be a time after the leave has started.
- (b) AV may request the Employee on each occasion provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the Employee's entitlement to take leave under this clause.
- (c) Evidence that may be requested under clause 93.3(b) is limited to confirmation that an element of clause 93.1(a) applies. An Employee is not required to disclose any sensitive medical details.
- (d) Failure by the Employee to provide documentary evidence as required by AV within a reasonable period of time may render the Employee ineligible for paid leave under this clause.

93.4 Requests for other workplace supports

- (a) An Employee experiencing reproductive health difficulties (including, but not limited to, those specified in clause 93.1(a)) may also request:
 - (i) to work from home during symptoms or for an agreed period to facilitate attendance at or recover from specialist medical interventions associated with the abovementioned conditions; and/or
 - (ii) other workplace supports which prioritise comfort and wellbeing of the Employee.
- (b) Requests will be considered subject to the operational requirements of AV, including occupational health and safety considerations. AV must not unreasonably refuse these requests.

93.5 The leave under this clause is non-cumulative and will not be paid out on cessation of Employment.

93.6 Accrual of Personal/Carer's Leave will not be affected or reduced by an Employee accessing Reproductive Health Leave.

94. **Bone Marrow and Organ Donor Leave**

94.1 Subject to this clause 94, an Employee is entitled to the following amount of paid leave for the purpose of undergoing and/or recovering from a medical procedure associated with bone marrow or organ donation:

- (a) Bone Marrow Donation – a maximum of one (1) week per occasion that the Employee makes a bone marrow donation;
- (b) Organ Donation – a maximum of six (6) weeks per occasion that the Employee makes an organ donation.

94.2 An Employee may request to take paid Bone Marrow and Organ Donor Leave if:

- (a) they give at least four (4) weeks' notice of their intention to take leave; and
- (b) they provide medical evidence that would satisfy a reasonable person that they are undergoing and/or require recovery from a procedure associated with bone marrow or organ donation.

94.3 AV will not unreasonably withhold approval for Bone Marrow and Organ Donor Leave.

94.4 Bone Marrow and Organ Donor Leave is not paid out on termination of employment.

95. **Wellbeing Leave**

95.1 Employees, other than casual employees, are entitled to access up to three (3) days paid leave per calendar year to undertake wellbeing activities.

95.2 Wellbeing Leave does not accrue year-to-year.

95.3 Subject to clause 77.2 (Easter Saturday), Wellbeing Leave can be taken at a time mutually agreed upon between the Employee and AV. Wellbeing leave cannot be taken in conjunction with any other planned period of leave or used to extend a period of other leave.

PART 8 – SIGNATORIES

96. **Signatories**

Executed as an Agreement.

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

Signature of the Authorised Person: _____

Name in Full: _____

Address (inc. suburb, state and postcode): _____

Explanation of authority to sign: _____

Position: _____

On this date: _____

access period version

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

Signature of the Authorised Person: _____

Name in Full: _____

Address (inc. suburb, state and
postcode): _____

Explanation of authority: _____

Position: _____

On this date: _____

access period version

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

Signature of the Authorised Person: _____

Name in Full: _____

Address (inc. suburb, state and postcode): _____

Explanation of authority: _____

Position: _____

On this date: _____

access period version

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

Signature of the Authorised Person: _____

Name in Full: _____

Address (inc. suburb, state and postcode): _____

Explanation of authority: _____

Position: _____

On this date: _____

access period version

Schedule A - Salary Schedule

1. The following salary ranges are effective from FFPPOA 19 December 2025 until 30 June 2026.

Grade	Value Range		Date of effect FFPPOA 19 Dec 2025 Annual Salary Range
A 1	A 1.1	min	\$ 59,857.16
		max	\$ 70,630.47
A 2	A 2.1	min	\$ 71,827.97
		max	\$ 76,281.57
	A 2.2	min	\$ 77,763.69
		max	\$ 85,187.75
A 3	A 3.1	min	\$ 86,957.60
		max	\$ 92,273.36
	A 3.2	min	\$ 94,045.28
		max	\$ 102,904.88
A 4	A 4.1	min	\$ 105,106.32
		max	\$ 109,512.32
	A 4.2	min	\$ 111,714.80
		max	\$ 120,526.79
	A 4.3	min	\$ 122,730.30
		max	\$ 131,539.19
A 5	A 5.1	min	\$ 134,259.17
		max	\$ 142,408.76
	A 5.2	min	\$ 145,128.74
		max	\$ 158,714.15
A 6	A 6.1	min	\$ 161,708.40
		max	\$ 170,685.99
	A 6.2	min	\$ 173,679.21
		max	\$ 185,650.02
A 7	A 7.1	min	\$ 185,651.04
		max	\$ 248,198.18

Schedule A - Progression Model Salary Schedule

2. At the commencement of the first progression cycle on 1 July 2026 employees will translate into the new Schedule A Progression Model Salary Schedule set out in clause 3 below in accordance with the following:
 - (a) From the FFPPOA 1 July 2026, employees in Schedule A will translate into the new Progression Model Schedule A Salary Schedule at their existing AV Grade and Value Range. Employees will translate to the relevant Grade and Value Range for their position at the Pay Point that is closest to and equal to or above their annual salary at that time.
 - (b) Where an employee’s annual salary is higher than the top Pay Point in the relevant Grade and Value Range for their position, the employee will translate to the top Pay Point of the Value Range and continue to receive the higher salary and annual increases based on that salary in accordance with clause 45 while they remain in the same role and Grade.

3. Schedule A Progression Model Salary Schedule effective from FFPPOA 1 July 2026.

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
A 1	A 1.1	A 1.1.1	\$ 59,857.16	\$ 62,251.45	\$ 64,741.51	\$ 67,331.18
		A 1.1.2	\$ 63,568.67	\$ 66,111.42	\$ 68,755.88	\$ 71,506.12
		A 1.1.3	\$ 67,509.95	\$ 70,210.35	\$ 73,018.77	\$ 75,939.53
A 2	A 2.1	A 2.1.1	\$ 71,827.97	\$ 74,701.09	\$ 77,689.14	\$ 80,796.71
		A 2.1.2	\$ 72,546.26	\$ 75,448.12	\$ 78,466.05	\$ 81,604.70
		A 2.1.3	\$ 73,271.79	\$ 76,202.67	\$ 79,250.78	\$ 82,420.82
		A 2.1.4	\$ 74,004.57	\$ 76,964.76	\$ 80,043.36	\$ 83,245.10
		A 2.1.5	\$ 74,744.60	\$ 77,734.39	\$ 80,843.77	\$ 84,077.53
		A 2.1.6	\$ 75,491.87	\$ 78,511.55	\$ 81,652.02	\$ 84,918.11
		A 2.1.7	\$ 76,359.20	\$ 79,413.57	\$ 82,590.12	\$ 85,893.73
	A 2.2	A 2.2.1	\$ 77,763.69	\$ 80,874.24	\$ 84,109.21	\$ 87,473.58
		A 2.2.2	\$ 78,540.98	\$ 81,682.62	\$ 84,949.93	\$ 88,347.93
		A 2.2.3	\$ 79,326.54	\$ 82,499.61	\$ 85,799.60	\$ 89,231.59
		A 2.2.4	\$ 80,119.35	\$ 83,324.13	\$ 86,657.10	\$ 90,123.39
		A 2.2.5	\$ 80,920.44	\$ 84,157.26	\$ 87,523.56	\$ 91,024.51
		A 2.2.6	\$ 81,729.81	\$ 84,999.01	\$ 88,398.98	\$ 91,934.94
		A 2.2.7	\$ 82,547.46	\$ 85,849.36	\$ 89,283.34	\$ 92,854.68
		A 2.2.8	\$ 83,373.39	\$ 86,708.33	\$ 90,176.67	\$ 93,783.74
		A 2.2.9	\$ 84,207.60	\$ 87,575.91	\$ 91,078.95	\$ 94,722.11
		A 2.2.10	\$ 85,050.09	\$ 88,452.10	\$ 91,990.19	\$ 95,669.80
		A 2.2.11	\$ 85,900.86	\$ 89,336.90	\$ 92,910.38	\$ 96,626.80
		A 3	A 3.1	A 3.1.1	\$ 86,957.60	\$ 90,435.91

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
		A 3.1.2	\$ 87,827.00	\$ 91,340.08	\$ 94,993.69	\$ 98,793.44
		A 3.1.3	\$ 88,705.71	\$ 92,253.94	\$ 95,944.10	\$ 99,781.87
		A 3.1.4	\$ 89,592.71	\$ 93,176.42	\$ 96,903.48	\$ 100,779.62
		A 3.1.5	\$ 90,489.02	\$ 94,108.59	\$ 97,872.94	\$ 101,787.86
		A 3.1.6	\$ 91,393.61	\$ 95,049.36	\$ 98,851.34	\$ 102,805.40
		A 3.1.7	\$ 92,307.51	\$ 95,999.82	\$ 99,839.82	\$ 103,833.42
		A 3.2	A 3.2.1	\$ 94,045.28	\$ 97,807.10	\$ 101,719.39
	A 3.2.2	\$ 94,986.09	\$ 98,785.54	\$ 102,736.97	\$ 106,846.45	
	A 3.2.3	\$ 95,936.22	\$ 99,773.67	\$ 103,764.62	\$ 107,915.21	
	A 3.2.4	\$ 96,895.67	\$ 100,771.50	\$ 104,802.36	\$ 108,994.46	
	A 3.2.5	\$ 97,864.43	\$ 101,779.01	\$ 105,850.18	\$ 110,084.19	
	A 3.2.6	\$ 98,843.54	\$ 102,797.29	\$ 106,909.19	\$ 111,185.56	
	A 3.2.7	\$ 99,831.96	\$ 103,825.24	\$ 107,978.25	\$ 112,297.38	
	A 3.2.8	\$ 100,830.74	\$ 104,863.97	\$ 109,058.53	\$ 113,420.88	
	A 3.2.9	\$ 101,838.83	\$ 105,912.39	\$ 110,148.89	\$ 114,554.85	
	A 3.2.10	\$ 103,011.48	\$ 107,131.94	\$ 111,417.22	\$ 115,873.91	
	A 4	A 4.1	A 4.1.1	\$ 105,106.32	\$ 109,310.58	\$ 113,683.01
A 4.1.2			\$ 106,157.88	\$ 110,404.20	\$ 114,820.37	\$ 119,413.19
A 4.1.3			\$ 107,219.79	\$ 111,508.59	\$ 115,968.94	\$ 120,607.70
A 4.1.4			\$ 108,292.05	\$ 112,623.74	\$ 117,128.69	\$ 121,813.84
A 4.1.5			\$ 109,539.23	\$ 113,920.80	\$ 118,477.64	\$ 123,216.75
A 4.2		A 4.2.1	\$ 111,714.80	\$ 116,183.40	\$ 120,830.74	\$ 125,663.97
		A 4.2.2	\$ 112,831.56	\$ 117,344.83	\$ 122,038.63	\$ 126,920.18
		A 4.2.3	\$ 113,959.71	\$ 118,518.10	\$ 123,258.83	\$ 128,189.19

Grade	Value Range	Pay Point	Date of effect				
			FFPPOA	FFPPOA	FFPPOA	FFPPOA	
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028	
			Annual	Annual	Annual	Annual	
		A 4.2.4	\$ 115,099.25	\$ 119,703.22	\$ 124,491.35	\$ 129,471.01	
		A 4.2.5	\$ 116,250.17	\$ 120,900.18	\$ 125,736.19	\$ 130,765.64	
		A 4.2.6	\$ 117,412.47	\$ 122,108.97	\$ 126,993.33	\$ 132,073.07	
		A 4.2.7	\$ 118,586.16	\$ 123,329.61	\$ 128,262.80	\$ 133,393.32	
		A 4.2.8	\$ 119,772.27	\$ 124,563.17	\$ 129,545.70	\$ 134,727.53	
		A 4.2.9	\$ 120,969.77	\$ 125,808.57	\$ 130,840.92	\$ 136,074.56	
		A 4.3	A 4.3.1	\$ 122,730.30	\$ 127,639.52	\$ 132,745.11	\$ 138,054.92
			A 4.3.2	\$ 123,957.81	\$ 128,916.13	\$ 134,072.78	\$ 139,435.70
			A 4.3.3	\$ 125,197.74	\$ 130,205.65	\$ 135,413.88	\$ 140,830.44
	A 4.3.4		\$ 126,450.09	\$ 131,508.10	\$ 136,768.43	\$ 142,239.17	
	A 4.3.5		\$ 127,714.86	\$ 132,823.46	\$ 138,136.40	\$ 143,661.86	
	A 4.3.6		\$ 128,992.05	\$ 134,151.74	\$ 139,517.81	\$ 145,098.53	
	A 5	A 5.1	A 5.1.1	\$ 134,259.17	\$ 139,629.54	\$ 145,214.73	\$ 151,023.32
			A 5.1.2	\$ 135,601.56	\$ 141,025.63	\$ 146,666.66	\$ 152,533.33
			A 5.1.3	\$ 136,957.41	\$ 142,435.71	\$ 148,133.14	\$ 154,058.47
A 5.1.4			\$ 138,326.72	\$ 143,859.79	\$ 149,614.19	\$ 155,598.76	
A 5.1.5			\$ 139,709.48	\$ 145,297.86	\$ 151,109.78	\$ 157,154.18	
A 5.1.6			\$ 141,106.73	\$ 146,751.00	\$ 152,621.04	\$ 158,725.89	
A 5.1.7			\$ 142,517.43	\$ 148,218.13	\$ 154,146.86	\$ 160,312.74	
A 5.2		A 5.2.1	\$ 145,128.74	\$ 150,933.89	\$ 156,971.25	\$ 163,250.10	
		A 5.2.2	\$ 146,579.81	\$ 152,443.01	\$ 158,540.74	\$ 164,882.37	
		A 5.2.3	\$ 148,045.37	\$ 153,967.19	\$ 160,125.88	\$ 166,530.92	

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
		A 5.2.4	\$ 149,525.42	\$ 155,506.44	\$ 161,726.70	\$ 168,195.77
		A 5.2.5	\$ 151,020.99	\$ 157,061.83	\$ 163,344.31	\$ 169,878.09
		A 5.2.6	\$ 152,531.06	\$ 158,632.31	\$ 164,977.61	\$ 171,576.72
		A 5.2.7	\$ 154,056.65	\$ 160,218.92	\$ 166,627.68	\$ 173,292.79
		A 5.2.8	\$ 155,596.73	\$ 161,820.60	\$ 168,293.43	\$ 175,025.17
		A 5.2.9	\$ 157,152.33	\$ 163,438.43	\$ 169,975.97	\$ 176,775.01
		A 5.2.10	\$ 158,723.46	\$ 165,072.40	\$ 171,675.30	\$ 178,542.32
A 6	A 6.1	A 6.1.1	\$ 161,708.40	\$ 168,176.74	\$ 174,903.81	\$ 181,899.97
		A 6.1.2	\$ 163,325.07	\$ 169,858.08	\$ 176,652.41	\$ 183,718.51
		A 6.1.3	\$ 164,958.30	\$ 171,556.64	\$ 178,418.91	\$ 185,555.67
		A 6.1.4	\$ 166,608.09	\$ 173,272.42	\$ 180,203.32	\$ 187,411.46
		A 6.1.5	\$ 168,274.44	\$ 175,005.42	\$ 182,005.64	\$ 189,285.87
		A 6.1.6	\$ 169,957.35	\$ 176,755.65	\$ 183,825.88	\$ 191,178.92
		A 6.1.7	\$ 171,656.82	\$ 178,523.10	\$ 185,664.03	\$ 193,090.60
	A 6.2	A 6.2.1	\$ 173,679.21	\$ 180,626.38	\$ 187,851.44	\$ 195,365.50
		A 6.2.2	\$ 175,415.94	\$ 182,432.58	\$ 189,729.89	\$ 197,319.09
		A 6.2.3	\$ 177,170.27	\$ 184,257.09	\$ 191,627.38	\$ 199,292.48
		A 6.2.4	\$ 178,942.19	\$ 186,099.88	\$ 193,543.88	\$ 201,285.64
		A 6.2.5	\$ 180,731.70	\$ 187,960.97	\$ 195,479.41	\$ 203,298.59
		A 6.2.6	\$ 182,538.81	\$ 189,840.37	\$ 197,433.99	\$ 205,331.35
		A 6.2.7	\$ 184,364.55	\$ 191,739.14	\$ 199,408.71	\$ 207,385.06
		A 6.2.8	\$ 186,207.89	\$ 193,656.21	\$ 201,402.46	\$ 209,458.56
A 7	A 7.1	A 7.1.1	\$ 187,335.00	\$ 194,828.40	\$ 202,621.54	\$ 210,726.41
		A 7.1.2	\$ 189,208.35	\$ 196,776.69	\$ 204,647.76	\$ 212,833.68

Grade	Value Range	Pay Point	Date of effect				
			FFPPOA	FFPPOA	FFPPOA	FFPPOA	
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028	
			Annual	Annual	Annual	Annual	
		A 7.1.3	\$ 191,100.33	\$ 198,744.35	\$ 206,694.13	\$ 214,961.90	
		A 7.1.4	\$ 193,010.94	\$ 200,731.38	\$ 208,760.64	\$ 217,111.07	
		A 7.1.5	\$ 194,941.22	\$ 202,738.87	\$ 210,848.43	\$ 219,282.37	
		A 7.1.6	\$ 196,890.12	\$ 204,765.73	\$ 212,956.36	\$ 221,474.62	
		A 7.1.7	\$ 198,858.69	\$ 206,813.04	\$ 215,085.57	\$ 223,689.00	
		A 7.1.8	\$ 200,846.93	\$ 208,880.81	\$ 217,236.05	\$ 225,925.50	
		A 7.1.9	\$ 202,855.86	\$ 210,970.10	\$ 219,408.91	\$ 228,185.27	
		A 7.2	A 7.2.1	\$ 206,912.03	\$ 215,188.52	\$ 223,796.07	\$ 232,747.92
			A 7.2.2	\$ 208,980.99	\$ 217,340.23	\$ 226,033.84	\$ 235,075.20
	A 7.2.3		\$ 211,070.66	\$ 219,513.49	\$ 228,294.03	\$ 237,425.80	
	A 7.2.4		\$ 213,181.02	\$ 221,708.27	\$ 230,576.61	\$ 239,799.68	
	A 7.2.5		\$ 215,313.12	\$ 223,925.65	\$ 232,882.68	\$ 242,197.99	
	A 7.2.6		\$ 217,465.92	\$ 226,164.56	\$ 235,211.15	\$ 244,619.60	
	A 7.2.7		\$ 219,640.46	\$ 228,426.08	\$ 237,563.13	\$ 247,065.66	
	A 7.2.8		\$ 222,170.00	\$ 231,056.80	\$ 240,299.08	\$ 249,911.05	
	A 7.3	A 7.3.1	\$ 226,273.77	\$ 235,324.73	\$ 244,737.72	\$ 254,527.23	
		A 7.3.2	\$ 228,536.28	\$ 237,677.74	\$ 247,184.85	\$ 257,072.25	
		A 7.3.3	\$ 230,821.56	\$ 240,054.43	\$ 249,656.61	\$ 259,642.88	
		A 7.3.4	\$ 233,129.61	\$ 242,454.80	\$ 252,153.00	\$ 262,239.12	
		A 7.3.5	\$ 235,460.43	\$ 244,878.85	\$ 254,674.01	\$ 264,860.98	
		A 7.3.6	\$ 237,815.06	\$ 247,327.67	\$ 257,220.78	\$ 267,509.62	
		A 7.3.7	\$ 240,193.49	\$ 249,801.23	\$ 259,793.28	\$ 270,185.02	
		A 7.3.8	\$ 242,595.72	\$ 252,299.55	\$ 262,391.54	\$ 272,887.21	
		A 7.3.9	\$ 245,021.76	\$ 254,822.64	\$ 265,015.55	\$ 275,616.18	

Schedule B - Operational Classification Structure

1. Schedule B arrangements apply to the positions listed at clause 1(a) of this Schedule which AV has determined to be operational positions. Employees in Schedule B are operational staff members.
 - (a) List of positions
 - (i) Area Manager
 - (ii) Capability & Response Coordinator
 - (iii) Clinical Review Specialist
 - (iv) Clinical Lead Communications
 - (v) Commencing Practice Development Coordinator
 - (vi) Communications Centre Lead
 - (vii) Communications Centre Manager
 - (viii) Communications Centre Manager – Clinical
 - (ix) Communications Improvement Lead
 - (x) Communications Support Manager
 - (xi) Complex Care Improvement Lead
 - (xii) Coordinator Continuing Education Development
 - (xiii) Coordinator Driver Training
 - (xiv) Coordinator Graduate Bridging Program MATS
 - (xv) Coordinator Operations Technology
 - (xvi) Director Emergency Management
 - (xvii) Director Paramedicine
 - (xviii) Director Regional & Clinical Operations
 - (xix) Emergency Planning Coordinator
 - (xx) Emergency Management Operational Communications Lead
 - (xxi) Lead Commencing Practice
 - (xxii) Lead Community & Co-Responder Program
 - (xxiii) Lead Continuing Education
 - (xxiv) Lead Patient Transport & First Responder Continuing Education
 - (xxv) Lead Post Graduate & Specialist Programs (MICA)
 - (xxvi) Lead Specialist Communications Capability

- (xxvii) Manager Air Operations
- (xxviii) Manager Clinical Triage
- (xxix) Manager Consequence & Planning
- (xxx) Manager Emergency Management
- (xxxi) Manager First Responder & Community Programs
- (xxxii) Manager Operational Improvement
- (xxxiii) Manager Triage Operations
- (xxxiv) MICA Improvement Lead
- (xxxv) Operational Advisor
- (xxxvi) Operational Advisor Enterprise Agreements
- (xxxvii) Operational Communications Advisor
- (xxxviii) Operational Communications Specialist
- (xxxix) Operations Equipment Lead
- (xl) Operations Manager Adult Retrieval
- (xli) Operations Manager Aviation – Compliance, Safety Training and Contracts
- (xlii) Patient Management Lead
- (xliii) Patient Review Specialist
- (xliv) Patient Review Specialist Lead
- (xlv) Regional Emergency Management Coordinator
- (xlvi) Regional Improvement Lead
- (xlvii) Regional Support Manager
- (xlviii) Resource Hub Manager
- (xlix) Stakeholder Engagement Coordinator
- (l) State Events Coordinator
- (li) State Manager Regional Emergency Management
- (lii) Triage Services Improvement Lead

2. The positions listed at clause 1(a) of this Schedule may be amended from time to time by agreement between the parties. Agreement will not be unreasonably withheld.
3. If it is a requirement of their role, an Employee appointed to one of the positions listed at clause 1(a) of this Schedule must at all times maintain their health

practitioner registration as regulated by the Australian Health Practitioner Regulation Agency (**AHPRA**).

4. If it is a requirement of their role, AV will facilitate an Employee appointed to one of the positions listed at clause 1(a) of this Schedule to maintain their authority to practice. An Employee appointed to one of the classifications/positions in Schedule B may request to be released to facilitate maintaining their authority to practice. AV will not unreasonably refuse the request.

Schedule B - Operational positions with Commuted Availability Allowance (clause 71) incorporated into salary

5. The Level 1 CAA is incorporated into the annual salary listed in the Schedule B Salary Schedule for the following positions and cannot be claimed separately:
 - (a) Manager First Responder & Community Programs
 - (b) Regional Emergency Management Coordinator.
6. The Level 2 CAA is incorporated into the annual salary listed in the Schedule B Salary Schedule for the following positions and cannot be claimed separately:
 - (a) Area Manager, including Regional Support Manager, Operations Manager Adult Retrieval
 - (b) Capability & Response Coordinator
 - (c) Clinical Lead Communications
 - (d) Communication Centre Lead
 - (e) Communications Centre Manager, including Communications Support Manager, Communications Centre Manager – Clinical, Manager Clinical Triage, Manager Triage Operations, Resource Hub Manager
 - (f) Director Emergency Management
 - (g) Director Paramedicine
 - (h) Director Regional & Clinical Operations
 - (i) Emergency Management Operational Communications (EMOC) Lead
 - (j) Manager Air Operations, including Operations Manager Aviation – Compliance, Safety Training and Contracts
 - (k) Manager Consequence & Planning
 - (l) Manager Emergency Management
 - (m) Manager Operational Improvement
 - (n) Stakeholder Engagement Coordinator
 - (o) State Events Coordinator
 - (p) State Manager Regional Emergency Management

Schedule B - Salary Schedule and Translation into Progression Model

7. The Schedule B salaries set out in clause 8 below for the identified classification descriptions / position titles are effective from FFPPOA 19 December 2025 until the commencement of the first progression cycle on 1 July 2026 when employees will translate into the new Schedule B Progression Model Salary Schedule set out in clause 9 below in accordance with the following.
 - (i) From the FFPPOA 1 July 2026, employees in Schedule B will translate into the new Schedule B Progression Model salary schedule at the AV Grade and Value Range set out in the table below. Employees will translate to the relevant Grade and Value Range for their position as outlined in the table below and at the specified Pay Point that is closest to and equal to or above their annual salary at that time.
 - (b) Where an employee’s annual salary is higher than the top Pay Point in the relevant Grade and Value Range for their position, the employee will translate to the top Pay Point of the Value Range and continue to receive the higher salary and annual increases in accordance with clause 45 based on that salary while they remain in the same role and Grade.
8. Schedule B salaries for identified classification descriptions / position titles effective FFPPOA 19 December 2025.

Classification Description / Position Title	Date of effect FFPPOA 19 Dec 2025	AV Grade, Value Range and Pay Point FFPPOA 1 July 2026 (translation into Progression Model)
	Annual	Annual
Coordinator Driver Training	\$ 120,049.65	B 1.1.1
Lead Patient Transport & First Responder Continuing Education	\$ 131,539.28	B 1.2.2
Commencing Practice Development Coordinator	\$ 131,591.99	B 1.2.2
Coordinator Continuing Education Development	\$ 131,591.99	B 1.2.2
Coordinator Graduate Bridging Program MATS	\$ 133,564.68	B 1.2.3
Patient Management Lead	\$ 151,636.83	B 2.1.3
Clinical Review Specialist	\$ 151,711.34	B 2.1.3
Coordinator Operations Technology	\$ 158,706.67	B 2.1.7
Lead Commencing Practice	\$ 158,714.23	B 2.1.7

Classification Description / Position Title	Date of effect FFPOA 19 Dec 2025	AV Grade, Value Range and Pay Point FFPOA 1 July 2026 (translation into Progression Model)
	Annual	Annual
Emergency Planning Coordinator	\$ 158,714.15	B 2.1.7
Lead Post Graduate & Specialist Programs (MICA)	\$ 161,893.68	B 2.2.2
Lead Continuing Education	\$ 161,893.68	B 2.2.2
Operations Equipment Lead	\$ 165,254.31	B 2.2.4
Patient Review Specialist	\$ 174,088.04	B 2.3.2
Communications Improvement Lead	\$ 175,845.47	B 2.3.3
Triage Services Improvement Lead	\$ 175,845.47	B 2.3.3
Lead Specialist Communications Capability	\$ 175,845.47	B 2.3.3
Operational Communications Specialist	\$ 176,326.74	B 2.3.3
Lead Community & Co-Responder Program	\$ 176,326.74	B 2.3.3
Complex Care Improvement Lead	\$ 180,404.64	B 2.3.5
Regional Improvement Lead	\$ 184,019.90	B 3.1.1
MICA Improvement Lead	\$ 184,019.90	B 3.1.1
Regional Emergency Management Coordinator	\$ 184,121.33	B 3.1.2
Patient Review Specialist Lead	\$ 184,919.31	B 3.1.2
Communication Centre Lead	\$ 195,204.12	B 3.2.1
Operational Advisor, including: <ul style="list-style-type: none"> • Operational Communications Advisor • Operational Advisor Enterprise Agreements 	\$ 195,226.88	B 3.2.1

Classification Description / Position Title	Date of effect FFPOA 19 Dec 2025	AV Grade, Value Range and Pay Point FFPOA 1 July 2026 (translation into Progression Model)
	Annual	Annual
Capability and Response Coordinator	\$ 195,594.30	B 3.2.2
Stakeholder Engagement Coordinator	\$ 195,594.30	B 3.2.2
State Events Coordinator	\$ 195,594.30	B 3.2.2
Clinical Lead Communications	\$ 195,204.12	B 3.3.1
Manager First Responder & Community Programs	\$ 213,344.57	B 3.3.4
Communications Centre Manager, including: <ul style="list-style-type: none"> Communications Support Manager Communications Centre Manager – Clinical Manager Clinical Triage Manager Triage Operations Resource Hub Manager 	\$ 218,151.11	B 4.1.1
Emergency Management Operational Communications Lead	\$ 218,151.09	B 4.1.1
Area Manager, including: <ul style="list-style-type: none"> Regional Support Manager 	\$ 219,173.69	B 4.1.1
Operations Manager Adult Retrieval Victoria	\$ 219,173.69	B 4.1.1
Manager Consequence and Planning	\$ 219,173.69	B 4.1.1
Manager Emergency Management, including: <ul style="list-style-type: none"> State Manager Regional Emergency Management 	\$ 219,173.69	B 4.1.1
Manager Operational Improvement	\$ 219,173.69	B 4.1.1
Manager Air Operations, including: <ul style="list-style-type: none"> Operations Manager Aviation – Compliance, Safety Training and Contracts 	\$ 219,902.31	B 4.1.1

Classification Description / Position Title	Date of effect FFPPOA 19 Dec 2025	AV Grade, Value Range and Pay Point FFPOA 1 July 2026 (translation into Progression Model)
	Annual	Annual
Director Paramedicine	\$ 226,937.22	B 4.1.4
Director Regional & Clinical Operations	\$ 248,108.13	B 4.3.4
Director Emergency Management	\$ 250,119.14	B 4.3.4

Schedule B - Progression Model Salary Schedule

9. Schedule B Progression Model Salary Schedule rates of pay effective from FFPPOA 1 July 2026.

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
B 1	B 1.1	B 1.1.1	\$ 120,049.65	\$ 124,851.64	\$ 129,845.71	\$ 135,039.54
		B 1.1.2	\$ 121,250.25	\$ 126,100.26	\$ 131,144.28	\$ 136,390.06
		B 1.1.3	\$ 122,463.27	\$ 127,361.81	\$ 132,456.29	\$ 137,754.55
		B 1.1.4	\$ 123,687.68	\$ 128,635.19	\$ 133,780.60	\$ 139,131.83
		B 1.1.5	\$ 124,924.50	\$ 129,921.48	\$ 135,118.34	\$ 140,523.08
		B 1.1.6	\$ 126,173.75	\$ 131,220.70	\$ 136,469.53	\$ 141,928.32
		B 1.1.7	\$ 127,435.41	\$ 132,532.83	\$ 137,834.15	\$ 143,347.52
		B 1.1.8	\$ 128,709.50	\$ 133,857.88	\$ 139,212.20	\$ 144,780.69
	B 1.2	B 1.2.1	\$ 131,283.54	\$ 136,534.89	\$ 141,996.29	\$ 147,676.15
		B 1.2.2	\$ 132,595.92	\$ 137,899.76	\$ 143,415.76	\$ 149,152.40
		B 1.2.3	\$ 133,921.76	\$ 139,278.64	\$ 144,849.79	\$ 150,643.79

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
		B 1.2.4	\$ 135,261.05	\$ 140,671.50	\$ 146,298.36	\$ 152,150.30
		B 1.2.5	\$ 136,613.79	\$ 142,078.35	\$ 147,761.49	\$ 153,671.95
	B 1.3	B 1.3.1	\$ 139,346.19	\$ 144,920.04	\$ 150,716.85	\$ 156,745.53
		B 1.3.2	\$ 140,739.30	\$ 146,368.88	\$ 152,223.64	\$ 158,312.59
		B 1.3.3	\$ 142,146.90	\$ 147,832.78	\$ 153,746.10	\$ 159,895.95
		B 1.3.4	\$ 143,567.96	\$ 149,310.68	\$ 155,283.11	\$ 161,494.44
		B 1.3.5	\$ 145,003.50	\$ 150,803.64	\$ 156,835.79	\$ 163,109.23
		B 1.3.6	\$ 146,453.54	\$ 152,311.69	\$ 158,404.16	\$ 164,740.33
B 2	B 2.1	B 2.1.1	\$ 149,383.62	\$ 155,358.97	\$ 161,573.33	\$ 168,036.27
		B 2.1.2	\$ 150,877.13	\$ 156,912.22	\$ 163,188.71	\$ 169,716.26
		B 2.1.3	\$ 152,386.16	\$ 158,481.61	\$ 164,820.88	\$ 171,413.72
		B 2.1.4	\$ 153,909.68	\$ 160,066.07	\$ 166,468.72	\$ 173,127.47
		B 2.1.5	\$ 155,448.72	\$ 161,666.67	\$ 168,133.34	\$ 174,858.68
		B 2.1.6	\$ 157,003.29	\$ 163,283.43	\$ 169,814.77	\$ 176,607.37
		B 2.1.7	\$ 158,811.44	\$ 165,163.90	\$ 171,770.46	\$ 178,641.28
	B 2.2	B 2.2.1	\$ 161,744.63	\$ 168,214.42	\$ 174,943.00	\$ 181,940.72
		B 2.2.2	\$ 163,362.33	\$ 169,896.83	\$ 176,692.71	\$ 183,760.42
		B 2.2.3	\$ 164,995.56	\$ 171,595.39	\$ 178,459.21	\$ 185,597.58
		B 2.2.4	\$ 166,645.35	\$ 173,311.17	\$ 180,243.62	\$ 187,453.37
		B 2.2.5	\$ 168,311.70	\$ 175,044.17	\$ 182,045.94	\$ 189,327.78
		B 2.2.6	\$ 169,994.61	\$ 176,794.40	\$ 183,866.18	\$ 191,220.83
	B 2.3	B 2.3.1	\$ 173,394.59	\$ 180,330.38	\$ 187,543.60	\$ 195,045.35
		B 2.3.2	\$ 175,128.21	\$ 182,133.34	\$ 189,418.68	\$ 196,995.43
		B 2.3.3	\$ 176,879.43	\$ 183,954.61	\$ 191,312.80	\$ 198,965.32

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
		B 2.3.4	\$ 178,648.25	\$ 185,794.18	\$ 193,225.95	\$ 200,954.99
		B 2.3.5	\$ 180,434.66	\$ 187,652.05	\$ 195,158.14	\$ 202,964.47
B 3	B 3.1	B 3.1.1	\$ 184,043.70	\$ 191,405.45	\$ 199,061.67	\$ 207,024.14
		B 3.1.2	\$ 185,883.93	\$ 193,319.29	\$ 201,052.07	\$ 209,094.16
		B 3.1.3	\$ 187,742.79	\$ 195,252.51	\$ 203,062.62	\$ 211,185.13
		B 3.1.4	\$ 189,620.28	\$ 197,205.10	\$ 205,093.31	\$ 213,297.05
		B 3.1.5	\$ 191,516.40	\$ 199,177.06	\$ 207,144.15	\$ 215,429.92
	B 3.2	B 3.2.1	\$ 195,346.94	\$ 203,160.82	\$ 211,287.26	\$ 219,738.76
		B 3.2.2	\$ 197,299.98	\$ 205,191.98	\$ 213,399.66	\$ 221,935.65
		B 3.2.3	\$ 199,272.69	\$ 207,243.60	\$ 215,533.35	\$ 224,154.69
		B 3.2.4	\$ 201,265.07	\$ 209,315.68	\$ 217,688.31	\$ 226,395.85
		B 3.2.5	\$ 203,278.14	\$ 211,409.27	\$ 219,865.65	\$ 228,660.28
	B 3.3	B 3.3.1	\$ 207,343.62	\$ 215,637.37	\$ 224,262.87	\$ 233,233.39
		B 3.3.2	\$ 209,416.73	\$ 217,793.40	\$ 226,505.14	\$ 235,565.35
		B 3.3.3	\$ 211,510.53	\$ 219,970.96	\$ 228,769.80	\$ 237,920.60
		B 3.3.4	\$ 213,626.07	\$ 222,171.12	\$ 231,057.97	\$ 240,300.29
		B 3.3.5	\$ 215,762.31	\$ 224,392.81	\$ 233,368.53	\$ 242,703.28
B 4	B 4.1	B 4.1.1	\$ 220,077.23	\$ 228,880.32	\$ 238,035.54	\$ 247,556.97
		B 4.1.2	\$ 222,277.64	\$ 231,168.75	\$ 240,415.50	\$ 250,032.12
		B 4.1.3	\$ 224,500.82	\$ 233,480.86	\$ 242,820.10	\$ 252,532.91
		B 4.1.4	\$ 227,086.25	\$ 236,169.70	\$ 245,616.49	\$ 255,441.15
	B 4.2	B 4.2.1	\$ 231,281.10	\$ 240,532.35	\$ 250,153.65	\$ 260,159.80
		B 4.2.2	\$ 233,594.33	\$ 242,938.11	\$ 252,655.64	\$ 262,761.87
		B 4.2.3	\$ 235,930.32	\$ 245,367.54	\$ 255,182.25	\$ 265,389.54

Grade	Value Range	Pay Point	Date of effect			
			FFPPOA	FFPPOA	FFPPOA	FFPPOA
			01 Jul 2026 (translation into Progression Model)	19 Dec 2026	19 Dec 2027	19 Dec 2028
			Annual	Annual	Annual	Annual
		B 4.2.4	\$ 238,290.12	\$ 247,821.73	\$ 257,734.60	\$ 268,043.99
	B 4.3	B 4.3.1	\$ 243,055.26	\$ 252,777.48	\$ 262,888.58	\$ 273,404.13
		B 4.3.2	\$ 245,485.44	\$ 255,304.86	\$ 265,517.06	\$ 276,137.75
		B 4.3.3	\$ 247,940.46	\$ 257,858.08	\$ 268,172.41	\$ 278,899.31
		B 4.3.4	\$ 250,420.32	\$ 260,437.14	\$ 270,854.63	\$ 281,688.82

access period v

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	<p>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.</p> <p>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.</p>	
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. Team leadership may be exercised where appropriate to the role.	
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.	Broad direction within a well-defined operating framework. Limited supervision on more complex or integrated activities only.	Broad direction within the constraints of the function.
Knowledge / Skills / Proficiency	Undertakes basic technical or administrative support tasks that are defined by policy, procedure, or guidelines. Responsible for delivery of tasks within timeframes as set and progress reviewed by supervisor.	Undertake straightforward technical or administrative tasks that require some knowledge, experience, and proficiency. Tasks are generally defined by policy, procedure, or guidelines. Accountable for delivery of tasks within timeframes. Latitude to use discretion in resolving some issues or enquiries.	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. Team reference point for peers in operational processes and procedures for the work unit.	Undertake technical or administrative tasks that require knowledge, experience, and proficiency. May undertake some tasks with elements of complexity. Apply discretion and judgement in resolving enquiries, may undertake decision making relating to matters which have a significant impact. Determine when issues should be escalated to a higher level. Authoritative in application of processes and tasks within area of responsibility. Use theoretical knowledge to achieve outcomes.	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

Classifications	AV1	AV 2		AV 3	
Value Ranges	Not applicable	AV 2.1	AV 2.2	AV 3.1	AV 3.2
				Explain professional concepts and approaches.	stakeholders and/or other work units to achieve local objectives.
Organisational Context and Environment	<p>Has a basic understanding (fundamental) of:</p> <ul style="list-style-type: none"> the organisations' role and functions impact of individual work on work area outcomes relevant legislation and policy frameworks. 	<p>Has a limited understanding of:</p> <ul style="list-style-type: none"> 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. 		<p>Has a general understanding of:</p> <ul style="list-style-type: none"> 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. 	
Accountability / Decision making	<p>Responsible for the delivery of basic technical or administrative support of the work area within required timeframes and in accordance with organisational policy and procedure.</p> <p>Identify risks and policy or procedural inefficiencies that affect day-to-day tasks.</p>	<p>Responsible for the delivery of technical or administrative support of the work area within required timeframes and in accordance with organisational policy and procedure.</p> <p>Identify risks and policy or procedural inefficiencies that affect day-to-day tasks and recommend solutions.</p> <p>Plan and prioritise work within set timeframes.</p>	<p>Assess client needs and implements appropriate service delivery from a range of accepted options.</p> <p>Identify where limited precedents apply and may recommend action to be taken.</p> <p>Make decisions that may have significant impact on work area and customers</p> <p>Manage tasks and issues that are more complex than the norm.</p> <p>Be able to select the most appropriate course of action from a range of options.</p>	<p>Responsible for the delivery of technical or administrative support of the work area within required timeframes and in accordance with organisational policy and procedure.</p> <p>Utilise expertise in functional area to contribute to team goals.</p> <p>Identify risks and policy or procedural inefficiencies that affect tasks or team or performance.</p> <p>Recommend and implement approved solutions by using professional judgement.</p> <p>Exercises professional judgment about the application of rules, or selection of choices within guidelines.</p>	<p>Set local precedents regarding the application of guidelines.</p> <p>Provide guidance for others in the work area and/ or related areas.</p> <p>Assess and respond to policy and process changes in the work area.</p> <p>Identify and apply developments within professional field to problem solving within the work area.</p> <p>Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues.</p> <p>Understand the organisational implications of alternative courses of action.</p>

Classifications	AV1	AV 2		AV 3	
Value Ranges	Not applicable	AV 2.1	AV 2.2	AV 3.1	AV 3.2
				Offer guidance and advice on policies, practices and relevant legislation to provide effective support services.	
Engagement / Relationship Management	<p>Provides first point of contact.</p> <p>Support and/or liaise with staff and customers on basic matters/tasks. Refers, or seeks instruction, on problems.</p> <p>Standard procedures guide delivery of service.</p>	<p>Provide first point of contact and assists with straightforward matters/tasks.</p> <p>Standard procedures guide delivery of service.</p> <p>May represent work area at internal meetings.</p>	<p>Use tact and/or persuasion skills, where appropriate, in dealing with an individual client, colleague, service provider or the like.</p> <p>Creatively deals with problems in the work area.</p> <p>Conduct information sessions or consultative process for small internal groups. Or may participate in sessions in larger/broader groups.</p>	<p>Support, assist and/or guide stakeholders on straightforward matters/tasks.</p> <p>Latitude to resolve enquiries, problems, issues guided by policy, procedure or precedent so long as other areas are not affected.</p> <p>Foster effective relationships within area of responsibility.</p> <p>May represent work function.</p> <p>Determine the work organisation of less experienced team members.</p>	<p>Apply understanding of interrelationships between stakeholders and/or other work units to achieve local objectives.</p> <p>Cultivate effective stakeholder relationships within defined parameters.</p>
Supervision / People Leadership	Not applicable.	Provide guidance when required.	Provide a coaching reference point for, or support of, team members in more complex tasks.	<p>Provide guidance to less experienced colleagues.</p> <p>May lead a team.</p>	<p>Lead and influence team performance and activities.</p> <p>Provide coaching and/or advice to team members within subject area.</p> <p>Undertakes team performance management and development.</p> <p>Plan, lead and facilitate consultative processes in a range of settings involving more difficult or sensitive issues.</p>
Qualifications & Experience	Undertaking, and/or generally possesses, relevant qualifications without subsequent	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	AV1	AV 2		AV 3	
Value Ranges	Not applicable	AV 2.1	AV 2.2	AV 3.1	AV 3.2
	relevant experience.				

Classifications	AV 4		
Value Ranges	AV 4.1	AV 4.2	AV 4.3
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. Leader of a small team responsible for service delivery, professional and team outputs and outcomes.		
Level of Supervision	Limited direction and supervision, working autonomously, within constraints of function and/or professional standards.	Limited direction and supervision working with considerable autonomy across the function and within professional standards.	Limited direction and supervision, working with considerable autonomy across the function, with a division-wide view.
Knowledge / Skills / Proficiency	<p>Undertake tasks of moderate complexity.</p> <p>Responsible for delivery of work and making decisions within a clear accountability framework.</p> <p>Sound knowledge, skills, and experience.</p> <p>Prepare complex professional reports requiring in-depth factual analysis including assessments and recommendations.</p> <p>Authoritative in application of processes and tasks within area of responsibility.</p> <p>Precedent guides choice of response.</p> <p>Apply sound theoretical knowledge and practical expertise to achieve outcomes.</p> <p>Functional expertise in a specific area.</p>	<p>Provide accurate advice and recommendations including anticipating problems and contribute to issues management.</p> <p>Contribute positively to strategic planning and decision making, developing team objectives for longer term initiatives.</p> <p>Provision of detailed technical, professional and/or policy advice across a range of activities.</p> <p>Apply sound theoretical and practical expertise.</p>	<p>Contribute new ideas and maximise the benefits of change, including the identification of opportunities to improve the efficiency of business processes.</p> <p>Identify and mitigate risks that will impact on own and teamwork outcomes.</p> <p>Considerable and in-depth knowledge of functions of the -organisation and how these relate to the work area.</p> <p>Monitor changes in the broader function/specialist environment that may impact on work objectives.</p>

Classifications	AV 4		
Value Ranges	AV 4.1	AV 4.2	AV 4.3
Organisational Context and Environment	<p>Has a sound understanding of:</p> <ul style="list-style-type: none"> 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. 		
Accountability / Decision making	<p>Responsible for compliance with legislative, financial, and administrative regulations and frameworks; and delivering priorities in accordance with organisational policies, processes, and guidelines.</p> <p>Recommend action within legislative and policy frameworks.</p> <p>Identify risks and policy or procedural inefficiencies that affect tasks, team, or functional performance.</p> <p>Recommend and implement approved solutions.</p> <p>Exercise professional judgment.</p>	<p>Develop guidelines within the defined work area.</p> <p>Understand reasons for decisions and how they are to impact their tasks and work area.</p> <p>Produce work requiring little or no revision before finalisation.</p> <p>Resolves service delivery problems in a manner that is consistent with department/organisation objectives.</p> <p>Make decisions with direction from more senior Employees on outcomes with considerable complexity and sensitivity.</p>	<p>Anticipate issues that could impact on tasks, identifies risks and uncertainties in procedures and tasks.</p> <p>Draw on information from a range of sources, uses knowledge and experience to analyse what information is relevant and important.</p> <p>Set priorities for the work area, maintain team cohesion and ensure quality of outputs for the work area.</p> <p>Decisions may set precedents for peers.</p>
Engagement / Relationship Management	<p>Assist and/or liaise with stakeholders on matters/tasks of moderate complexity.</p> <p>Latitude to resolve enquiries, problems, issues and adapt procedure so long as other areas are not affected.</p> <p>Recipient of change.</p> <p>Represents work function.</p> <p>Key point of contact.</p>	<p>Focus on gaining a clear understanding of other’s comments by listening and questioning for clarity, checks own views have been understood.</p> <p>Anticipate and respond to differing ideas, needs and expectations to develop an understanding of issues.</p>	<p>Resolve moderately complex enquiries from stakeholders and provide information and advice as a representative of the work area.</p> <p>Build rapport and maintain stakeholder relationships within defined parameters, including cross agency collaboration.</p> <p>Represent the work area at internal and external meetings and conferences, promoting the organisation’s interests at community and cross agency levels.</p>
Supervision / People Leadership	<p>May provide guidance / mentoring/ coaching to team members.</p> <p>Lead a team.</p>	<p>Have accountability for completion of allocated tasks, organising workflow, review of work and development of less experienced Employees.</p> <p>May provide guidance / mentoring/ coaching to specialists.</p>	<p>Recommends staff resource allocations to immediate manager in order to complete require activities and meet service delivery objectives.</p> <p>Build team capacity through coaching, performance feedback and encouraging career development.</p>
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
Value Ranges	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	<p>Leader of a team responsible for service delivery, professional and team outputs and outcomes, with organisational impact.</p> <p>Senior advisor providing authoritative expertise, professional, technical or project leadership, requiring professional/specialist expertise and extensive experience.</p>		<p>Manager of a function or department, with organisational and strategic scope, influence, and impact.</p> <p>Specialist advisor providing expert advice on complex organisational issues.</p>		<p>Director of a function, with organisational and strategic scope, influence and impact is state-wide.</p> <p>Specialist advisor providing expert advice on complex organisational issues requiring significant professional expertise and extensive experience.</p>
Level of Supervision	Limited direction within constraints of the department, with an organisation-wide view.		Broad direction with an organisation-wide view.		Strategic direction.
Knowledge / Skills / Proficiency	<p>Accountable for the local management of a team and/or allocated objectives / or of a program or project according to business plans and priorities.</p> <p>Work is often self-initiated and may involve case management.</p> <p>Experienced, specialist professionals providing authoritative advice, leadership and influence within a defined context.</p> <p>Relied upon for advice in their area of specialisation (subject matter expert).</p>	<p>Develop business plans to deliver on organisation's goals and priorities.</p> <p>Solutions and thinking may advance organisational innovation or occupational/professional knowledge.</p> <p>Creatively develops options in a changing organisational environment.</p> <p>Modifies and applies concepts to new situations that may impact beyond the immediate work area.</p>	<p>Autonomy and accountability for actions and decisions across a defined/significant area of work, including service delivery, professional, quality and functional outputs and outcomes.</p> <p>Work is typically strategic, complex, high risk/impact or sensitive in nature.</p> <p>Specialists provide authoritative expertise, professional, technical or program/project leadership, requiring significant professional expertise and extensive experience.</p> <p>Strategic evaluation of alternatives and decision making.</p>	<p>Develop policies, programs and initiatives that impact on other programs or major functional areas.</p> <p>Required to interpret general policy framework to make decisions in situations where there is an absence of definitive operational policies.</p> <p>Apply and develop capabilities to meet performance expectations, contributes own expertise to work unit.</p> <p>Deal with and/or leads positively in times of</p>	<p>Considerable autonomy and accountability for leadership of service delivery, professional and functional outputs and outcomes, with business impact.</p> <p>Work is typically strategic, complex, high risk/impact, political or sensitive in nature.</p> <p>Specialists provide authoritative expertise, professional, technical or program/project leadership, requiring significant professional expertise and extensive experience.</p> <p>Complex analysis in primary research.</p>

Classifications	AV 5		AV 6		AV 7
Value Ranges	AV 5.1	AV 5.2	AV 6.1	AV 6.2	
	<p>May contribute to the development and implementation of initiatives, strategies or methodologies relating to technical, policy, IT, operational or service oriented matters.</p> <p>Undertakes detailed analysis and development of solutions to major problems.</p>	<p>Provides leadership in the application of concepts to policy development.</p>		<p>uncertainty and change, determines action despite lack of clarity.</p> <p>High level expertise in program area.</p> <p>High level expertise in field or discipline critical to the program or organisation.</p> <p>Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives.</p>	
Organisational Context and Environment	<p>Has a broad understanding of:</p> <ul style="list-style-type: none"> the organisations' role and functions impact of the work area on operational, financial strategic, and/or political outcomes relevant legislation and policy frameworks. 		<p>Has an in-depth understanding of:</p> <ul style="list-style-type: none"> the organisations' role and functions 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. 		<p>Has an extensive understanding of:</p> <ul style="list-style-type: none"> the organisations' role and functions 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	<p>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.</p>	<p>Make decisions that may impact on the overall outcomes outside of the work area.</p> <p>Exercise judgement to make decisions loosely governed by the application of rules, regulations, best practice</p>	<p>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.</p>	<p>Develop policies, programs and initiatives that impact on programs or major functional areas.</p> <p>Required to interpret general policy framework to make decisions in the absence of</p>	<p>Accountable for compliance with legislative, financial, and administrative regulations and frameworks; and delivering according to strategic/business plans and priorities.</p> <p>Accountable for the achievement of corporate objectives.</p>

Classifications	AV 5		AV 6		AV 7
Value Ranges	AV 5.1	AV 5.2	AV 6.1	AV 6.2	
	<p>Develop function/department business plans(s).</p> <p>Review, analyse, assess, and recommend within legislative, regulatory and policy frameworks.</p> <p>Undertake independent decision making relating to area of responsibility which sets precedent for peers.</p> <p>Advocate for the service / function and/or organisation.</p>	<p>principles or the organisation's operating instructions and procedures.</p> <p>Develops business plans to deliver on evolving organisational priorities.</p>	<p>Responsible for the achievement of corporate objectives.</p> <p>Contribute to strategic planning and function/department business plan(s).</p> <p>Make function/department decisions within legislative and regulatory requirements.</p> <p>Undertake independent decision making relating to area of responsibility.</p>	<p>definitive operational policies.</p> <p>Communicate reasons for decisions and clarifies expectations of key deliverables.</p> <p>Understand strategic objectives, trends and factors that may influence work plans and goals.</p> <p>Operates with loosely defined parameters and precedents of decision making.</p>	<p>Lead strategic planning and development of function/department business plan(s).</p> <p>Identify, evaluate, and manage risk in decision making.</p> <p>Make organisational decisions within legislative and regulatory requirements and area of responsibility.</p>
Engagement / Relationship Management	<p>Responsible for actively managing and developing key stakeholder relationships within and outside the organisation.</p> <p>Latitude to resolve enquiries, problems, issues and adapt procedure so long as other areas are not affected.</p> <p>Provide input into change.</p> <p>Convey specialised concepts.</p> <p>Negotiate, persuade, motivate.</p> <p>May represent the organisation and/or technical/specialist function.</p>	<p>Provide key stakeholders with professional and policy advice within an area of specialisation.</p> <p>Consult and share information with team and seeks input from others, ensures others are kept informed.</p> <p>Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement.</p>	<p>Responsible for actively managing and developing key stakeholder relationships within and outside the organisation.</p> <p>Persuasive ability to gain the commitment of senior management, peers and/or stakeholders.</p> <p>Collaborate and champion change agendas.</p> <p>Represent and advocate for the organisation.</p>	<p>Scan environment to monitor priorities and keeps self and others informed on work issues.</p> <p>Actively listens to staff, colleagues, clients and stakeholders, involves and recognises others' contributions.</p> <p>Recognise different views, explores contributions and encourages diverse views.</p> <p>Work with staff to identify development areas, encourages development activities, proactively requests coaching from supervisor, identifies learning for self and shares this with others.</p> <p>Required to use formal and informal channels to influence organisation or</p>	<p>Responsible for actively managing and developing key stakeholder relationships within and outside the organisation.</p> <p>Persuasive ability to gain the commitment of senior management, peers and/or stakeholders.</p> <p>Lead change agendas.</p> <p>Represent and advocate for the organisation.</p> <p>Influence organisation, and peers on the contribution of own specialism.</p>

Classifications	AV 5		AV 6		AV 7
Value Ranges	AV 5.1	AV 5.2	AV 6.1	AV 6.2	
				<p>program management to achieve goals.</p> <p>Influence stakeholders holding competing views and priorities.</p> <p>May be required to negotiate on the spot, often on the basis of limited information.</p>	
Supervision / People Leadership	<p>Coach/mentor/supervise and coordinate a large team / work group, and/or implementation of a complex plan, program or project.</p> <p>May provide leadership and guidance to other specialists.</p>	<p>Recognise different views, explore contributions and encourage diverse views.</p> <p>Work with staff to identify development areas, encourage development activities, actively request coaching from supervisor, identify learning for self and shares this with others.</p>	<p>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.</p>	<p>Take responsibility for completion of work within time frames, takes initiative to progress work when required.</p> <p>Maintain a positive team outlook and ensures a balanced working environment.</p> <p>Provides leadership and guidance based on advanced expertise.</p>	<p>Lead a function or department, requiring setting of priorities, with strategic scope, influence and impact.</p>
Qualifications & Experience	<p>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.</p>		<p>Completion of a postgraduate degree or relevant industry certification with extensive relevant experience, or an equivalent combination of training and high level relevant experience.</p>		<p>Completion of a postgraduate degree or industry specialised certification with extensive relevant experience, or an equivalent combination of training and extensive relevant experience.</p>

FUNCTIONAL STREAMS			
Definition:	<p>Primarily responsible for delivering excellent customer service and responsive administrative support</p>	<p>Primarily responsible for delivering specific outcomes, as a member of, and, whilst practicing their profession.</p>	<p>Primarily responsible for initiating, planning, executing, controlling and delivering tasks to produce a unique product, service or result, using formal project methodologies</p>
	<p>Administration / Service Delivery</p>	<p>Professional / Technical</p>	<p>Program / Project Management</p>
AV 1	<ul style="list-style-type: none"> Provide basic administrative support Respond to requests for straightforward, routine information from customers using pro-forma responses and agreed formats 	<ul style="list-style-type: none"> Perform a combination of tasks where the daily routine provides for latitude to rearrange job sequences provided work priorities are achieved 	<ul style="list-style-type: none"> Gather basic information and undertake basic data entry and retrieval Check the accuracy of recorded information Maintain work area files and recording systems

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
	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> Receive, dispatch and record correspondence, documents and files First point of contact
AV 2	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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

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
	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> Exercise discretion in use of equipment and technology to achieve required outcomes within defined specifications 	<ul style="list-style-type: none"> Clearly communicate and explain project procedures, guidelines and policies to stakeholders and project team members

AV 3.1	<ul style="list-style-type: none"> 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 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 	<ul style="list-style-type: none"> 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 Advise on key issues, initiatives and actions or manage complex steps/situations Recommend strategies, approaches, and implement solutions 	<ul style="list-style-type: none"> 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 Liaise 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 Perform research and analysis and manipulate data to enable accurate reporting Monitor budgets, report on expenditure and reconcile payments
AV 3.2	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> Conduct professional projects of defined scope under senior management direction Plan and conduct several, narrowly scoped, projects, simultaneously Contribute to planning on medium projects Apply understanding of relationships and interdependencies between stakeholders and/or work units to achieve required outcomes

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	Administration / Service Delivery	Professional / Technical	Program / Project Management

AV 4	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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
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	Administration / Service Delivery	Professional / Technical	Program / Project Management
		<ul style="list-style-type: none"> Oversee the coordination and allocation of team workload 	
AV 4.2	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 Provide expert advice and quality assurance checks on more complex areas of policy 	<ul style="list-style-type: none"> 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
AV 4.3	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> Solutions and thinking may advance organisational innovation or occupational/professional knowledge Undertake advanced case management, which may include cross agency collaboration 	<ul style="list-style-type: none"> 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 5	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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

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	Administration / Service Delivery	Professional / Technical	Program / Project Management
	<ul style="list-style-type: none"> Negotiate with customers to resolve conflict in escalated cases Makes decisions on complex strategies 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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

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	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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

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	Administration / Service Delivery	Professional / Technical	Program / Project Management
	<ul style="list-style-type: none"> 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 		

AV 7	<ul style="list-style-type: none"> 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 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 	<ul style="list-style-type: none"> 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 Provide strategic thinking and future planning and oversee change management initiatives Oversee and report upon investigations 	<ul style="list-style-type: none"> 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 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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	Administration / Service Delivery	Professional / Technical	Program / Project Management
	<ul style="list-style-type: none"> • 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 		

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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.

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Schedule E – Translation Provisions for Former AVEA Shift Workers

Background

This Schedule applies to certain shift workers who were previously covered by the administrative classification structure set out in clause 29 of the *Ambulance Victoria Enterprise Agreement 2020 (AVEA 2020)* and who will now be covered by this Agreement. A full list of the relevant roles and classifications is provided in this Schedule.

The Parties previously entered into a Memorandum of Understanding signed on 23 September 2024 which clarified the entitlements which were provided to this cohort of employees who, by nature of their roles, were shift workers under the relevant provisions of the AVEA 2020.

This Schedule clarifies that this cohort of employees will now be covered by this Agreement although will continue to receive certain specific entitlements in line with the *Ambulance Victoria Enterprise Agreement 2020* and otherwise in accordance with the Memorandum of Understanding, as set out in this Schedule. Some of these entitlements are different to those provided for under the Agreement.

1. Definitions

AVEA 2020 means the Ambulance Victoria Enterprise Agreement 2020.

Translating Shift Worker means an Employee who was previously engaged under the AVEA 2020 as a shift worker in any of the positions set out in clause 2(a) of this Schedule and continues to be engaged as a shift worker in any of the positions set out in clause 2(a) of this Schedule.

Ordinary pay means the rate of remuneration for the Translating Shift Worker's normal weekly number of hours of work calculated at ordinary time rates of pay and includes:

- (a) shift penalties, according to roster or projected roster; and
- (b) Saturday and Sunday penalties, according to roster or projected roster.

This Schedule otherwise adopts the terms defined in clause 2 of the Agreement.

2. Application

(a) This Schedule applies to Employees of AV who are currently classified as Administrative Band 1-4 as set out in clause 29 of the AVEA 2020 and employed as a shift worker in one of the following roles:

- (i) Communication Administrative Support Officer;
- (ii) Retrieval Administrative Support Officer;
- (iii) Administrative Resourcing Officer;
- (iv) Administrative Resource Planning Officer;
- (v) Triage Services Practitioner Assist;
- (vi) Call Taker Victorian Stroke Telemedicine; or

- (vii) Absent Call Taker.

3. **Terms of the Agreement**

- (a) The full terms of the Agreement apply to Translating Shift Workers other than the terms set out in this Schedule.
- (b) In the event that a clause in the Agreement conflicts with a clause in this Schedule, the Schedule clause will prevail in respect of Translating Shift Workers.
- (c) The parties agree that any minor changes to the positions listed in clause 2(a) of this Schedule will not impact AV's commitments in this Schedule.

4. **Shift allowances and shift penalties**

4.1 **Shift allowances**

- (a) Subject to clause 57 (Recall) of the Agreement and clause 7 (Full shift overtime at double time) of this Schedule, a Translating Shift Worker whose rostered hours of ordinary duty commence between 6.00pm and 6.30am or finish between 6.00pm and 8.00am will be paid 4.5% of the Ambulance Paramedic Year 3 aggregated base rate in the Ambulance Victoria Enterprise Agreement 2024 and its successor for each rostered period of duty in addition to any other rates prescribed elsewhere in the Agreement.
- (b) In addition to the shift penalty in clause 4.1(a) of this Schedule, a Translating Shift Worker whose rostered hours of ordinary duty finish after midnight and before 8.00am will be paid 0.5% of the Ambulance Paramedic Year 3 aggregated base rate in the Ambulance Victoria Enterprise Agreement 2024 and its successor for each rostered period of ordinary duty. This penalty is paid only once in any period of duty.

4.2 **Shift penalties for annual leave**

- (a) For the purposes of clause 75 (Annual Leave) of the Agreement, **ordinary pay** means the rate of remuneration for the Translating Shift Worker's normal weekly number of hours of work calculated at ordinary time rates of pay and includes:
 - (i) shift penalties, according to roster or projected roster; and
 - (ii) Saturday and Sunday penalties, according to roster or projected roster.

- 4.3 Penalty rates for Saturday and Sunday All rostered hours of ordinary duty worked between midnight on Friday to midnight on Sunday will be paid at the rate of time and one half.

5. **Public holiday payment for part time Employees**

- (a) Where a public holiday occurs on a day a part time Translating Shift Worker would be required to work under their regular pattern of work but the Translating Shift Worker is not required to work, the Translating Shift Worker is entitled to a day off without loss of pay.

- (b) Where a public holiday occurs on a day a part time Translating Shift Worker is not rostered to work, regardless of whether the Translating Shift Worker would ever work on that particular day, the Translating Shift Worker is entitled to be paid for the public holiday on a pro rata basis by averaging the Translating Shift Worker's ordinary weekly hours worked over the previous six months.

6. Annual leave loading

- (a) Translating Shift Workers will be entitled to payment of annual leave loading of 17.5% of their ordinary pay for a maximum of five weeks of annual leave each year.
- (b) Annual leave loading will apply to leave accrued prior to 4 August 2005 in accordance with the terms of the *Ambulance Service Victoria - Metropolitan Region Certified Agreement 2001* and *Rural Ambulance Victoria Certified Agreement 2001*, operating in conjunction with the *Ambulance Services and Patient Transport Employees Award, Victoria 2002*.
- (c) Where a Translating Shift Worker converts an amount of annual leave into other leave and the Employee has already been paid as if they were on annual leave for the period:
 - (i) any amount of annual leave loading paid in respect of that annual leave will not be paid to the Translating Shift Worker when the Translating Shift Worker takes the annual leave that was re-credited to the Translating Shift Worker (because it will have already been paid); and
 - (ii) if the Employee does not take the annual leave that was re-credited to the Employee, the annual leave loading will be treated as already paid for the purposes of annual leave pay at the end of employment.

7. Full shift overtime at double time

A Translating Shift Worker who works a full shift on overtime will be paid double the ordinary time rate of pay for all time worked.

8. Double time for incidental overtime on Saturdays and Sundays

- (a) Subject to clause 57 (Recall) of the Agreement and clause 7 (Full shift overtime at double time) of this Schedule, Translating Shift Workers will be paid double time for work performed on Saturdays and Sundays where this work is performed outside rostered periods of duty.