



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

## **Royal Flying Doctor Service of Australia (Victorian Section) T/A Royal Flying Doctor Service Victoria (AG2025/3329)**

### **ROYAL FLYING DOCTOR SERVICE VICTORIA NURSES AND PATIENT TRANSPORT EMPLOYEES ENTERPRISE AGREEMENT 2025**

Ambulance and patient transport

COMMISSIONER REDFORD

MELBOURNE, 10 OCTOBER 2025

*Application for approval of the Royal Flying Doctor Service Victoria Nurses and Patient Transport Employees Enterprise Agreement 2025*

[1] An application has been made for approval of an enterprise agreement known as the *Royal Flying Doctor Service Victoria Nurses and Patient Transport Employees Enterprise Agreement 2025 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Royal Flying Doctor Service of Australia (Victorian Section) T/A Royal Flying Doctor Service Victoria (**RFDS**). The Agreement is a single enterprise agreement.

#### **Consideration**

[2] Several matters with raised with RFDS in relation to the application and further submissions were provided. Opportunity was provided to the bargaining representatives to respond to those submissions, and there was no objection. On the basis of these submissions, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[3] The Australian Nursing and Midwifery Federation (Vic Branch) (**ANMF**) and the Victorian Ambulance Union Incorporated (**VAU**), both being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the ANMF and the VAU.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.

### Variation of the Agreement

[5] An application was made by RFDS that, if the agreement was approved, it be varied pursuant to s 218A of the Act, to correct two obvious errors, defects or irregularities (**the variation application**).

[6] Section 218A of the Act is akin to the slip rule found in s 602 of the Act, which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The evident purpose of s.218A is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[7] RFDS submits that the variation application seeks to address errors obviously arising from the formatting of the Agreement. The views of the bargaining representatives were sought; however, no response was received. I am satisfied that these are obvious errors. I am satisfied that the amendments should be made, and that it is appropriate to do so by varying the Agreement pursuant to s 218A of the Act.

[8] The variations are as follows:

a. Clause 1 of the Agreement shall be replaced with the following:

*This Agreement shall be known as the Royal Flying Doctor Service of Australia (Victoria) Nurses and Patient Transport Employees Enterprise Agreement 2025*

b. Clause 3 of the Agreement shall be amended as follows:

**Agreement:** means the Royal Flying Doctor Service of Australia (Victoria) Nurses and Patient Transport Employees Enterprise Agreement 2025.

**NEPT Act:** means the Non-Emergency Patient Transport and First Aid Services Act 2003 (Vic) as amended from time to time.

c. Clause 18.1(c) shall be amended to read as follows:

*If the Employee's work performance does not improve to a satisfactory standard following informal and formal processes as set out in this clause, the Employer may take disciplinary action against the Employee in accordance with clauses 18.3(c) and (d).*

d. Clause 21.5(d) shall be amended to read as follows:

*Any request under clause 21.5 must be in writing and provided to the Employer.*

e. Clause 21.5(f)(i) shall be amended to read as follows:

*Reasonable grounds for refusal include that: it would require a significant adjustment to the casual Employee's hours of work for the Employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a casual Employee as defined in clause 21.4; or*

[9] The variation will come into effect on the same day as the agreement commences operation.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE530681 PR792406>



Royal Flying Doctor Service

**Royal Flying Doctor Service of  
Australia (Victoria)  
Nurses and Patient Transport  
Employees Enterprise Agreement  
2025**

---

## **SECTION ONE CORE**

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

#### **1 Title**

This Agreement shall be known as the Royal Flying Doctor Service Victoria Nurses and Patient Transport Employees Enterprise Agreement 2025.

#### **2 Arrangement**

---

## **SECTION ONE CORE ..... 2**

### **PART 1 APPLICATION AND OPERATION OF AGREEMENT ..... 2**

1	Title.....	2
2	Arrangement.....	2
3	Definitions.....	3
4	Parties to the Agreement.....	4
5	Operations of Awards, Agreement and the NES.....	4
6	Date and Period of Operation.....	5
7	Mutual Objectives.....	5

### **PART 2 CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY ARRANGEMENTS ..... 5**

8	Consultation Regarding Major Workplace Change.....	5
9	Major Change Consultation.....	5
10	Change to Regular Roster or Ordinary Hours of Work Consultation.....	6
11	Dispute Resolution.....	7
12	Obligations.....	7
13	Discussion of Disputes.....	8
14	Disputes of a Collective Character.....	8
15	Conciliation.....	8
16	Arbitration.....	9
17	General Powers and Procedures of the FWC.....	9
18	Performance Management and Disciplinary Procedure.....	9
19	Individual Flexibility Arrangements.....	12
20	Requests for Flexible Working Arrangements.....	14
21	Types of Employment.....	15
22	Hours of Work.....	18
23	Right to Disconnect.....	18
24	Probationary Period.....	19
25	Notice of Termination.....	19
26	Redundancy.....	20
27	Wage Rate and Allowance Increases.....	21
28	Payment of Wages.....	22
29	Accident Make-Up Pay.....	22
30	Travel Allowance.....	22
31	Living Away From Home Allowance.....	23
32	Rosters.....	24
33	On-Call Rosters.....	24
34	Control Call Allowance.....	25
35	Overtime – Reasonable Additional Hours.....	25
36	Acceptance of Jobs.....	26
37	Meal Crib Breaks.....	27
38	Rest Breaks.....	27
39	Shift Lengths and Maximum Number.....	28
40	Driver’s Licence and Incidental Allowance.....	28

<b>PART 3 TYPES OF LEAVE AND PUBLIC HOLIDAYS .....</b>	<b>29</b>
41 Public Holidays .....	29
42 Personal/Carer's Leave .....	29
43 Compassionate Leave .....	30
44 Community Service Leave .....	30
45 Jury Service Leave .....	30
46 Long Service Leave .....	30
47 Parental Leave .....	31
48 Annual Leave .....	32
49 Family and Domestic Violence Leave .....	33
50 Employee Representation Leave .....	34
<b>PART 4 OTHER TERMS AND CONDITIONS .....</b>	<b>35</b>
51 Clinical Instructors, Clinical Supervisors and Clinical Observer .....	35
52 Uniforms .....	35
53 Salary Packaging .....	35
54 Health and Safety .....	36
55 Unpaid Quarantine Leave .....	36
56 Skills Maintenance .....	36
<b>SECTION TWO PATIENT TRANSPORT .....</b>	<b>38</b>
<b>PART 1 EMPLOYMENT RELATIONSHIP AND OTHER MATTERS .....</b>	<b>38</b>
57 Classifications Definition .....	38
58 Rates of Pay .....	39
59 Progression Through Pay Points .....	40
60 Shift Allowance .....	40
61 Part-Time Employment .....	40
62 Weekend Rate of Pay .....	42
63 Excess Leave Accrual .....	42
<b>SECTION THREE NURSES .....</b>	<b>43</b>
<b>PART 1 EMPLOYMENT RELATIONSHIP AND OTHER MATTERS .....</b>	<b>43</b>
64 Classifications Definitions .....	43
65 Rates of Pay .....	44
66 Progression Through Pay Points .....	44
67 Shift Loading .....	44
68 Flying Allowance .....	44
69 Laundry Allowance .....	44
70 Part-Time Employment .....	45
71 Weekend Rate of Pay .....	45
72 Excess Leave Accrual .....	45
<b>Schedule 1 RATES OF PAY .....</b>	<b>47</b>
<b>Schedule 2 Award/Allowances .....</b>	<b>50</b>

### 3 Definitions

**Act:** means *the Fair Work Act 2009* (Cth) as amended from time to time.

**Agreement:** means the Royal Flying Doctor Service Victoria Nurses and Patient Transport Employees Enterprise Agreement 2025.

**Award:** means the Ambulance and Patient Transport Industry Award 2020 and/or Nurses Award 2020 as amended from time to time.

**Employee:** means an Employee employed by Royal Flying Doctor Service Victoria.

**Employer:** means Royal Flying Doctor Service Victoria (RFDS Vic).

**FWC:** means the Fair Work Commission.

**NEPT Act:** means the *Non-Emergency Patient Transport Act 2003 (Vic)* as amended from time to time.

**NES:** means the National Employment Standards in the Act.

**Non-Operational Employee** means an Employee who is defined as such in clause 57.3 of this Agreement or is otherwise not an Operational Employee.

**Operational Employee** means an Employee who is defined as such in clause 57.2 or 64.2 of this Agreement.

**Union:** means the Victorian Ambulance Union Incorporated and Australian Nursing and Midwifery Federation, or other employee organisation within the meaning of section 12 of the Act, as the context requires.

**Roster Cycle:** means 28 days.

#### 4 **Parties to the Agreement**

The parties to this Agreement are:

- 4.1 Royal Flying Doctor Service Victoria ('RFDSV') with regard to its operations in the State of Victoria ('the Employer');
- 4.2 All Employees employed in the classifications of work contained within this Agreement; and
- 4.3 Upon the Employer lodging this Agreement with the FWC for approval pursuant to the Act as amended from time to time, the Employer will advise the Victorian Ambulance Union Incorporated and the Australian Nursing and Midwifery Federation of the lodgement in order for the Unions' to apply to be covered by the Agreement under section 183 of the Act or lodge a declaration under section 185(2)(b) of the Act.

#### 5 **Operations of Awards, Agreement and the NES**

- 5.1 This Agreement incorporates the Award, as varied from time to time.
- 5.2 Where there is any inconsistency between a term in this Agreement and a term of the Award referred to in clause 5.1 which has been incorporated, the term in this Agreement shall take precedence to the extent of the inconsistency.
- 5.3 In incorporating provisions from the Award into this Agreement, any incorporated provisions are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words "this Award" would become "this Agreement".
- 5.4 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5.5 In the event of any inconsistency between a term in Section One and a term in Section Two or Section Three, the term in Section Two or Section Three will prevail to the extent of the inconsistency.

## **6 Date and Period of Operation**

6.1 This Agreement shall operate from the first pay cycle commencing seven days after the date of approval by the FWC and remain in force until 30 June 2028.

6.2 Parties agree to commence negotiating the new agreement six months prior to the conclusion of this Agreement in accordance with the Act.

## **7 Mutual Objectives**

The parties are committed to maintaining and improving productivity, efficiency and flexibility, which will in turn maintain and increase the ability of the Employer to deliver the best possible service to the community.

## **PART 2 CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY ARRANGEMENTS**

### **8 Consultation Regarding Major Workplace Change**

8.1 This term applies if the Employer:

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

### **9 Major Change Consultation**

9.1 For a major change referred to in sub clause 8.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 9.2 to 9.7 apply.

9.2 The relevant Employees may appoint a representative for the purposes of consultation in relation to major change. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

9.3 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees and any appointed representative/s:
  - (i) the introduction of the change; and

- (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion, provide in writing to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees; and invite the relevant Employees and any representative/s to give their views about the impact of the major change.
- 9.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.6 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses 9.1(a), 9.2 and 9.3 are taken not to apply.
- 9.7 In this clause, 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.

## **10 Change to Regular Roster or Ordinary Hours of Work Consultation**

- 10.1 For a change referred to in sub clause 8.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) clauses 10.2 to 10.3 will apply.
- 10.2 The relevant Employees may appoint a representative for the purposes of consultation in relation to change to regular or ordinary hours of work. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;
- (c) the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
- (e) discuss with the relevant Employees and any representative/s the introduction of the change; and
- (f) for the purposes of the discussion – provide to the relevant Employees:
- (g) all relevant information about the change, including the nature of the change; and
- (h) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- (i) invite the relevant Employees and any representative/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (j) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.3 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees in this term.

## 11 Dispute Resolution

11.1 For the purposes of this clause, a dispute includes a grievance.

11.2 Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the NES set out in the Fair Work Act must be dealt with in accordance with this clause. A dispute about whether a termination, including a proposed termination, is harsh, unjust or unreasonable cannot be dealt with under this clause.

11.3 This clause does not apply to any dispute regarding a matter or matters arising in relation to bargaining for a subsequent enterprise agreement.

11.4 An Industrial Association may raise a dispute and be a party to a dispute or participate in a representative capacity for an Employee or group of Employees.

11.5 A person covered by this Agreement may choose to be represented at any stage by a representative, including an Industrial Association representative or Employer's organisation, or a lawyer.

## 12 Obligations

12.1 The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

12.2 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with the usual practice immediately before the action giving rise to the dispute, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

12.3 No person covered by this Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

### **13 Discussion of Disputes**

13.1 The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

13.2 If the dispute is not settled, the aggrieved Employee(s) can require that the dispute be discussed with another representative of the Employer appointed for the purposes of this procedure.

13.3 If the matter is not settled, either party to the dispute may apply to the FWC to have the dispute dealt with by conciliation.

### **14 Disputes of a Collective Character**

14.1 The Parties acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the FWC.

14.2 No dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

### **15 Conciliation**

15.1 Where a dispute is referred for conciliation to the FWC, a member of the FWC will do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.

15.2 This may include arranging:

- (a) conferences of the parties to the dispute presided over by the member; and
- (b) for the parties to the dispute to confer among themselves at conferences at which the member is not present.

15.3 Conciliation before the FWC will be regarded as completed when:

- (a) the parties to the dispute have reached agreement on the settlement of the dispute; or
- (b) the member of the FWC conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement; or
- (c) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute and the member

does not have substantial reason to refuse to regard the conciliation proceedings as completed

## **16 Arbitration**

- 16.1 If the dispute has not been settled and conciliation has been completed, a party to the dispute may request that the FWC proceed to determine the dispute by arbitration.
- 16.2 If a member of the FWC has exercised conciliation powers in relation to the dispute, the member must not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.
- 16.3 Subject to this clause, the determination of the FWC is binding upon the persons covered by this Agreement.
- 16.4 A determination of a single member of the FWC made pursuant to this clause may, with the permission of a Full Bench of the FWC, be appealed.

## **17 General Powers and Procedures of the FWC**

- 17.1 Subject to any agreement between the parties in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the FWC will have the power to arbitrate the dispute and exercise any of its powers pursuant to or incidental to Subdivision B of Division 3 of Part 5-1 of the Act and make any order it considers appropriate.

## **18 Performance Management and Disciplinary Procedure**

- 18.1 Performance management process
- (a) Where the Employer has concerns that an Employee's performance is not satisfactory, the concerns will first be addressed through informal discussions with the Employee.
- (b) Where the Employer continues to have concerns about an Employee's performance after informal discussions, and further informal discussion is inappropriate, the Employer may implement a formal Performance Improvement Plan outlining the issues that are a concern, the corrective actions required, defined improvement targets and reasonable timeframes for improvement.
- (i) The Performance Improvement Plan may include but is not limited to:
- (A) Improvement targets.
  - (B) Training/education.
  - (C) Team activities.
  - (D) Personal Development.
  - (E) Informal catch-up discussions.
  - (F) Coaching or mentoring.
- (c) If the Employee's work performance does not improve to a satisfactory standard following informal and formal processes as set out in this clause, the Employer may take disciplinary action against the Employee in accordance with clause 18.2.

## 18.2 Informal disciplinary process

- (a) Where the Employer has concerns about an Employee's conduct, and those concerns are not sufficiently serious to warrant formal disciplinary action, the Employer may use informal processes to address the concerns. The possible outcome(s) of the informal disciplinary process include:
  - (i) No action required;
  - (ii) Informal counselling;
  - (iii) Discussions between employees;
  - (iv) Training; and/or
  - (v) Mediation.
- (b) The purpose of the informal disciplinary process is to support the Employee and ensure that the relevant conduct is identified and addressed.
- (c) If an Employee's conduct does not improve as a result of the informal disciplinary process, the Employer may commence the formal disciplinary process in accordance with clause 18.3.

## 18.3 Formal disciplinary process

- (a) This subclause applies where an Employee's performance has not improved following the processes set out in clause 18.2, or where the Employer has concerns about an Employee's conduct that are sufficiently serious that the informal process set out in clause 18.2 is not appropriate.
- (b) Any investigation conducted as part of the formal disciplinary process shall be conducted as follows:
  - (i) The Employer will ensure that all parties involved in the investigation will have their privacy and dignity maintained during the investigation.
  - (ii) The Employee concerned must cooperate during the investigation and will be required to attend meetings with management in paid time to facilitate the process.
  - (iii) The Employee will be provided with details in writing of the alleged misconduct or unsatisfactory performance. The Employee will also be given an opportunity to respond in writing, if they wish, before an interview.
  - (iv) The Employee will be provided with a reasonable time frame to respond to any allegations.
  - (v) Where a formal interview is to be conducted, the Employee will be advised as to the date, time and location of the interview, in writing, and the opportunity to attend.
  - (vi) The Employee is entitled to bring a representative or support person to the meeting, and it is the responsibility of the Employee to make the necessary arrangement as quickly as possible. The parties involved will not unreasonably delay the process. The Employer will make reasonable adjustments to accommodate the representative or support person to attend.

- (vii) An investigation must be conducted with confidentiality, and as promptly as possible having regard to the welfare of all staff members concerned.
  - (viii) At the conclusion of an investigation, the Employee will be notified of the findings of the investigation and which (if any) allegations are substantiated in writing.
  - (ix) If allegations of misconduct or unsatisfactory performance are substantiated, the Employer will notify the Employee of the disciplinary action it proposes to take.
  - (x) The Employee will be given an opportunity to further respond to the findings of the investigation and the proposed disciplinary action, and to outline any mitigating circumstances as per the show cause process.
- (c) Where possible, the Employer will apply the following disciplinary outcomes:
- (i) No action.
  - (ii) Performance management.
  - (iii) Restorative Practices (may include but not limited to):
    - (A) Performance management/Improvement plan.
    - (B) Training/education.
    - (C) Apology.
    - (D) Team activities.
    - (E) Personal development.
    - (F) Informal catch-up discussions.
    - (G) Coaching or mentoring.
  - (d) Where the outcomes described in clause 18.3(c) are not appropriate, the Employer may impose any of the following disciplinary outcomes which may be appropriate in the circumstances:
    - (i) Formal counselling.
    - (ii) Formal warning.
    - (iii) Final warning.
    - (iv) First and final warning.
    - (v) Termination of employment with or without notice.
  - (e) Any warnings issued will be removed from the Employee's personnel file after 12 months.

#### 18.4 Procedural fairness

- (a) All processes under this clause, including any preliminary or formal investigation(s) will be conducted in line with the principles of procedural fairness and natural justice.

- (b) During all stages in the processes described in this clause, the Employee has the right to representation by a person of their choice.
- (c) All parties involved in the misconduct process will commit to completing it as quickly as practicable.
- (d) The Employer will:
  - (i) advise the Employee in writing of the purpose of any meetings;
  - (ii) provide the Employee with a copy of the formal process to be followed;
  - (iii) provide a reasonable opportunity for the Employee to seek advice from an Industrial Association or a representative of their choice at any stage of the misconduct process;
  - (iv) allow the employee the opportunity to provide details of any mitigating circumstances.

#### 18.5 Stand down from roster

In the event that the Employer makes a decision to suspend the Employee's employment during the investigation process, the Employee is entitled to wages payment equal to the anticipated wage for that Employee based on their projected roster. All penalties are to apply, as if the Employee was still attending their rostered shifts. The 'stand down' payment applies until the Employee is allowed to return to their normal rostered shifts or employment is terminated.

In the event that the above-mentioned Employee is employed on a casual basis, they will be entitled to wage payments equal to the average of their past six months of work at RFDS. For clarity, this amount may be in excess of full-time wages.

### 19 Individual Flexibility Arrangements

- 19.1 Despite anything else in this Agreement, the Employer and an individual Employee may agree, by way of an Individual Flexibility Arrangement, to vary the application of the terms of this Agreement relating to one or more of the following in order to meet the genuine needs of both the Employee and the Employer:
  - (a) arrangements about when and where work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 19.2 An Individual Flexibility Arrangement must be one that is genuinely made by the Employer and the individual Employee without coercion or duress.
- 19.3 An Individual Flexibility Arrangement may only be made after the individual Employee has commenced employment with the Employer.
- 19.4 If the Employer wishes to initiate the making of an Individual Flexibility Arrangement, the Employer must:

- (a) give the Employee a written proposal; and
  - (b) advise the Employee of their right to seek legal and industrial advice in relation to the proposed Individual Flexibility Arrangement; and
  - (c) if the Employer is aware that the Employee has or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 19.5 An Individual Flexibility Arrangement must result in the Employee being better off overall at the time the Individual Flexibility Arrangement is made than if the Individual Flexibility Arrangement had not been made.
- 19.6 An Individual Flexibility Arrangement must do all of the following:
- (a) state the names of the Employer and the Employee; and
  - (b) identify the clause/s of the Agreement, the application of which is to be varied; and
  - (c) set out how the application of the Agreement clause/s, or each Agreement clause, is varied; and
  - (d) set out how the Individual Flexibility Arrangement results in the Employee being better off overall at the time the Individual Flexibility Arrangement is made than if the Individual Flexibility Arrangement had not been made; and
  - (e) state the date the Individual Flexibility Arrangement is to start.
- 19.7 An Individual Flexibility Arrangement must be:
- (a) in writing; and
  - (b) signed by the Employer and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 19.8 Except as provided in sub clause 19.7(b), an Individual Flexibility Arrangement must not require the approval or consent of a person other than the Employer and the Employee.
- 19.9 The Employer must keep the Individual Flexibility Arrangement as a time and wages record and give a copy to the Employee.
- 19.10 The Employer and the Employee must genuinely agree, without duress or coercion to any variation of the Agreement provided for by the Individual Flexibility Arrangement.
- 19.11 An Individual Flexibility Arrangement may be terminated:
- (a) at any time, by written agreement between the Employer and the Employee; or
  - (b) by the Employer or Employee giving 28 days' written notice to the other party to the arrangement.

- 19.12 An Individual Flexibility Arrangement terminated as mentioned in sub clause 19.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 19.13 The Employer must ensure that the terms of the Individual Flexibility Arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act.
- 19.14 The right to make an Individual Flexibility Arrangement under this clause is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an Employer and an individual Employee.

## **20 Requests for Flexible Working Arrangements**

- 20.1 Employees may request a change in working arrangements.
- 20.2 Clause 20.1 applies where an Employee has made a request for a change in working arrangements under section 65 of the Act.
- NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65 (1A). Clause 20 supplements or deals with matters incidental to the NES provisions.
- NOTE 2: An employer may only refuse a section 65 of the Act request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A) of the Act).
- NOTE 3: Clause 20 is an addition to section 65 of the Act.
- 20.3 Responding to a request for change in working arrangements
- Before responding to a request made under section 65 of the Act, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- (a) the needs of the Employee arising from their circumstances;
  - (b) the consequences for the Employee if changes in working arrangements are not made; and
  - (c) any reasonable business grounds for refusing the request.
- NOTE 1: An employer must give an employee a written response to an employee's section 65 of the Act request within 21 days, stating whether the employer grants or refuses the request (section 65A(1) of the Act).
- NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65A(6) of the Act).
- 20.4 What the written response must include if the Employer refuses the request:
- (a) Clause 20.4 applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 20.3.

- (b) The written response under section 65A(4) of the Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under clause 20.3, then the written response under section 65(4) of the Act must:
  - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
  - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

20.5 What the written response must include if a different change in working arrangements is agreed:

If the Employer and the Employee reached an agreement under clause 20.3 on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

20.6 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 20, can be dealt with under clause 11 — Dispute Resolution.

## 21 Types of Employment

21.1 Prior to commencing employment, the Employer shall provide an Employee with written confirmation of the terms of employment which will specify whether they are full-time, part-time or casual, an outline of their duties, details of hours and days of work, the classification and rate of pay and any other relevant details.

21.2 Full-time employment:

A full-time Employee shall mean an Employee who is employed to work an average of 38 ordinary hours each week. These hours may be averaged over a Roster Cycle to allow for flexible rostering.

21.3 Part-time employment:

- (a) See Section Two Patient Transport clause 61 and Section Three Nurses clause 70.

21.4 Casual employment:

- (a) An Employee is a casual Employee if:
  - (i) The employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work; and
  - (ii) The Employee is entitled to a casual loading or specific casual pay rate under this Agreement or employment contract,

but will not include a part time or full-time Employee.

- (b) On each occasion that a casual Employee is required to attend work the Employee will be paid for a minimum of three hours' work.
- (c) A casual Employee shall be paid for such hours worked at an hourly rate calculated on the basis of the wage rate set out in Schedule 1 for the relevant classification:
  - (i) An hourly base rate equivalent to the base rate set out in Schedule 1 which would apply were the employee to be employed on a permanent basis; plus a casual loading of:
    - (A) 25% loading on base rate for all work on weekdays; or
    - (B) 75% loading on base rate for work on weekends; or
    - (C) 100% loading on base rate for work on public holidays.
- (d) The casual loading in (c) are paid instead of any weekend or public holiday rates that would otherwise apply under the Agreement.
- (e) Casual Employees are not entitled to be paid personal leave, paid compassionate leave, parental leave (except for when a casual employee becomes eligible), annual leave, public holidays, notice of termination or redundancy pay.
- (f) The overtime penalty rates prescribed in clause 35.3 will be paid to a casual Employee in the following circumstances:
  - (i) for work performed in excess of rostered hours per shift; or
  - (ii) for work performed in excess of 76 hours per fortnight.

21.5 Right to request casual conversion:

- (a) A casual Employee may request casual conversion in accordance with the NES.
- (b) A casual Employee may make a request of the Employer under this clause if:
  - (i) the Employee has been employed by the Employer for a period of at least six months beginning the day the employment started; and
  - (ii) the Employee has, in the period of six months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be); and
  - (iii) all of the following apply:
    - (A) the casual Employee has not, at any time during the six-month period referred to in clause 21.5(b)(ii), refused an offer to convert from casual employment to ongoing employment; and
    - (B) the Employer has not, at any time during the six-month period referred to in clause 21.5(b)(ii), given the casual Employee notice that it has decided not to make an offer of casual conversion to the casual Employee; and
    - (C) the Employer has not, at any time during the six-month period referred to in clause 21.5(b)(ii), given a response to the casual

Employee refusing a previous request to convert from casual to ongoing employment; and

- (D) the request is not made during the period of 21 days after the casual Employee has been employed by the Employer for a period of 6 months.
- (c) Nothing in clause 21.5(b) prevents a casual Employee from requesting to convert to full-time or part-time employment outside the provisions of that clause or prevents the Employer from granting such a request.
- (d) Any request under clause 21.4 must be in writing and provided to the Employer.
- (e) Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- (f) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual Employee's hours of work for the Employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a casual Employee as defined in clause 21.5; or
  - (ii) it is known or reasonably foreseeable that the casual Employee's position will cease to exist within the next 12 months; or
  - (iii) it is known or reasonably foreseeable that the hours of work which the casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- (g) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (h) Where the Employer refuses a casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.
- (i) If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 11. Under that procedure, the Employee or the Employer may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in clause 21.5, the Employer and Employee must discuss and record in writing:
  - (i) the form of employment to which the Employee will convert – that is, full-time or part-time employment; and

- (ii) the Employee's hours of work after the change takes effect.
- (k) The conversion will take effect from the start of the next Roster Cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment where it has been genuinely agreed between the Employer and the Employee. The agreement must be in writing.
- (m) 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 clause 21.5.
- (n) Nothing in clause 21.5 obliges a casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a casual Employee to so convert.
- (o) Nothing in clause 21.5 requires an Employer to increase the hours of a casual Employee seeking conversion to full-time or part-time employment.
- (p) An Employer must provide a casual Employee with a copy of the provisions of clause 21.5 within the first 12 months of the Employee's first engagement to perform work.
- (q) A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in sub clause 21.5(p).

## **22 Hours of Work**

- 22.1 Ordinary hours of work for full-time Employees will be 38 hours per week or an average of 38 hours per week spread over the Employee's Roster Cycle.
- 22.2 Full time and part time Employees will be rostered to work in accordance with clauses 21 and 32.
- 22.3 Work duties commence at the start of the rostered shift and finish at the end of the rostered shift.

## **23 Right to Disconnect**

- 23.1 The parties recognise that Employees have a right to disengage from work and refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of the Employee's working hours or during periods of leave or rostered days off, unless it is unreasonable for them to do so as set out below.
- 23.2 An Employee may refuse to monitor, read or respond to contact, or attempted contact, from the Employer if the contact or attempted contact relates to their work and is outside of the Employee's working hours, unless the refusal is unreasonable.
- 23.3 Employees recognise that due to the nature of their roles, it may be reasonable for the Employer to contact them outside of their working hours in the following circumstances:
  - (a) ascertaining availability for rosters

- (b) requests to fill a shift at short notice for unplanned absences of other Employees
  - (c) where unforeseeable circumstances arise
  - (d) in an emergency; and/or
  - (e) where operational reasons require contact outside of working hours.
- 23.4 Nothing in this clause prevents the Employer from requiring an Employee to be on-call, perform control calls, work reasonable additional hours or overtime, or be recalled to duty in accordance with the relevant terms of this Agreement.
- 23.5 For clarity, RFDS will not take any adverse action and/or disciplinary action against an employee for reasonably refusing contact or attempted contact from RFDS from outside of their ordinary working hours.
- 23.6 Without limiting or overriding any rights or obligations under clause 11 (Dispute Resolution), the parties must first attempt to resolve a dispute about the operation of this clause at the workplace level by discussing the matter. If the dispute cannot be resolved at the workplace level, a party to a dispute may apply to the FWC.
- 23.7 A dispute about the operation of this clause shall be dealt with in accordance with clause 11 and or the provisions of Division 6 of Part 2-9 of the Act.

## **24 Probationary Period**

All new Employees (other than casuals) will commence employment with a six-month probationary period. During the probationary period their employment may be terminated with one week's notice either by the Employee or the Employer. The Employer may at its entire discretion pay the Employee in lieu of all or some of the notice period.

## **25 Notice of Termination**

### **25.1 Notice of termination by Employer**

- (a) In order to terminate the employment of a full-time or part-time Employee the Employer shall give to the Employee written notice of the period specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than one year	One week
More than one year but less than three years	Two weeks
More than three years but less than five years	Three weeks
Over five years	Four weeks

- (b) In addition to this notice, an Employee over 45 years of age at the time of the giving of the notice who has not less than two years' continuous service is entitled to an additional one week of notice.
- 25.2 Payment in lieu of the notice period will be made if the appropriate notice period is not required to be worked. At the Employer's discretion, employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

- 25.3 In calculating any payment in lieu of notice, the full rate of pay an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated, will be used.
- 25.4 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies summary dismissal on the grounds of serious misconduct. Notice of termination also does not apply in the case of casual Employees, training arrangement Employees (other than apprentices), or Employees engaged for a specific period of time or for a specific task or tasks.
- 25.5 Notice of termination by an Employee
- (a) The notice of termination required to be given by an Employee is the same as that required of the Employer, save that there is no requirement of the Employee to give additional notice based on the age of the Employee concerned.
- (b) If an Employee who is at least 18 years old does not give the period of notice required under clause 25.5(a), then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.
- 25.6 Time off during notice period
- (a) Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day as time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

## 26 Redundancy

### 26.1 Definition

Redundancy occurs when the Employer no longer requires the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour or as a result of a transfer of business where section 122 of the Act shall apply.

### 26.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to receive if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 26.3 Severance pay

In addition to the period of notice prescribed for termination in clause 25.1 (Notice of Termination by Employer), an Employee whose employment is terminated by reason of redundancy, or an Employee who has been transferred to lower paid duties by reason of redundancy, must be paid, subject to any further order of the FWC, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
------------------------------	---------------

One year and less than two years	Four weeks' pay
Two years and less than three years	Six weeks' pay
Three years and less than four years	Seven weeks' pay
Four years and less than five years	Eight weeks' pay
Five years and less than six years	10 weeks' pay
Six years and less than seven years	11 weeks' pay
Seven years and less than eight years	13 weeks' pay
Eight years and less than nine years	14 weeks' pay
Nine years and over 10 years	16 weeks' pay

26.4 Weeks' pay means the base rate of pay for the Employee's ordinary hours of work.

26.5 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

26.6 Alternative employment

An Employee may not be entitled to severance pay if an offer of employment is refused by that Employee in the circumstances referred to in sections 120 and 122 of the Act.

26.7 Time off during notice period

(a) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day as time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

26.8 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or where an Employee is a casual Employee, or Employee engaged for a specific period of time or for specific task or tasks.

## 27 Wage Rate and Allowance Increases

27.1 Employee rates of pay will be in accordance with Schedule 1 of this Agreement. Payment will be made from the first pay cycle commencing on or after the date of approval of this Agreement by the FWC.

27.2 Future increases will take effect in the first full pay cycle on or after each 1 July before the nominal expiry date of this Agreement, commencing 2026 and will be adjusted by the higher of 3% or CPI.

27.3 In this clause, **CPI** means the amount published in the Australian Bureau of Statistics table 6401.0 – All Groups Consumer Price Index, weighted average of eight capital cities, based on annual percentage increase of the preceding March quarter.

27.4 Allowances contained within this Agreement will be adjusted in accordance with Schedule 2. Award based allowances will increase in line with the relevant award and Enterprise Agreement allowances will increase in accordance with the changes of minimum wage rates as per clause 27.2.

27.5 Sign on bonus

Employees who are eligible to vote for this Agreement will be paid a sign on bonus of \$500 in the first pay cycle commencing seven days after the date of approval by the FWC.

## 28 Payment of Wages

28.1 All wages will be paid fortnightly, by electronic funds transfer into a bank account nominated by an Employee. Pay day will be no later than Friday after the completion of the rostered fortnight ending on the Sunday at midnight. Shifts commenced prior to midnight Sunday will be included.

28.2 Payment on termination of employment

(a) The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:

(i) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the Employee under this Agreement and the NES .

(b) The requirement to pay wages and other amounts under clause 28.2(a) is subject to further order of the FWC and the Employer making deductions authorised by this Agreement or the Act .

## 29 Accident Make-Up Pay

29.1 An Employee is entitled to accident make up pay during a period of accident compensation leave where the Employee is in receipt of weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (**Compensation Act**) or subsequent legislation. Accident make-up pay is payable for a period of 39 weeks in respect of any one injury.

29.2 Accident make-up pay is the difference between the weekly payments of compensation under the Compensation Act and the Employee's weekly rate of pay averaged out over the previous twelve months.

## 30 Travel Allowance

30.1 An Employee required to travel on duty is entitled to be reimbursed for all reasonably incurred expenses of fares, meals and accommodation on production of receipted account(s) or other evidence acceptable to the Employer.

30.2 An Employee required to report for duty to a workplace, other than that to which the Employee is normally rostered or posted:

- (a) is entitled to travel to and from such workplaces in the Employer's time and fares and incidental expenses will be paid by the Employer; or
- (b) if required to use their own motor vehicle in connection with the Employer's business, the Employee is entitled to be reimbursed at the rate of \$0.99 per kilometre. Where possible the Employee will use a business vehicle for travel.
- (c) \$0.99 per kilometre applies to the kilometres travelled in addition to those normally travelled by the Employee.
- (d) For the purposes of clause 30 and 31, the term 'required' will include any agreement between the Employer and the Employee that the Employee will travel and/or live away from home, for a period, for the purposes of relieving or other rostering requirements.

30.3 Sub clause 30.2 will not apply:

- (a) if the new location is an equivalent distance or nearer to the Employee's residence than the location where the Employee is normally rostered or posted; or
- (b) to an Employee who changes roster by agreement with another Employee.

### **31 Living Away From Home Allowance**

31.1 An Employee required to relieve another Employee and to live away from home is entitled to receive:

- (a) an allowance to cover meal expenses only when work requires them to be away from home for a minimum of one nights' stay in another location. Meal allowances are:
  - (i) Breakfast \$20.08
  - (ii) Lunch \$40.19
  - (iii) Dinner \$60.28
  - (iv) Total meal allowance claimable per nights' stay \$120.55;
- (b) travel allowance in accordance with clause 30; and
- (c) reasonable accommodation provided by the Employer.

31.2 Employees in receipt of a meal allowance under this clause are not entitled to a meal allowance under clause 37.

31.3 Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of \$29.86 per night. This is to cover incidentals such as laundry services.

31.4 Living away from home allowance will not be paid:

- (a) if the new location is an equivalent distance or nearer to the Employee's residence than the location where the Employee is normally rostered or posted; or

- (b) to an Employee who changes roster by agreement with another Employee;  
or
- (c) if an Employee requests to be rostered at another location other than the Employee's normal work location.

### **32 Rosters**

- 32.1 Rosters will show an Employee's workplace, rostered days on and days off, start and finish times, any on call periods over a period of 28 days, and approved leave periods. Rosters will be posted 28 days in advance of the rostered period.
- 32.2 Saturday and Sunday duty will be fairly and equitably distributed among all Employees, with consideration given to part-time Employees' contracted hours and availability to ensure no one is disadvantaged.
- 32.3 The arrangement of ordinary working hours will be by agreement between the Employer and the majority of Employees in the workplace or part of the workplace.
- 32.4 Non-operational Employees will work their ordinary hours of work on the basis of a roster to be agreed and approved by the Employer.
- 32.5 For incidents of sickness of an Employee or other unforeseen circumstances, including to meet customer requirements, an Employee may be asked to change a shift at short notice.
- 32.6 A set shift has a specified start and finish time for the Employee to be at the workplace.

### **33 On-Call Rosters**

- 33.1 An Operational Employee, who in accordance with an on-call roster, is rostered off duty, but is required to be ready to respond to a call, is entitled to an on-call allowance of
  - (a) \$9.00 per hour or part hour.
- 33.2 The Employer will ensure that the on-call allowance provided is equal to or exceeds the total remuneration that would apply to that employee for on-call under the award.
- 33.3 Time on-call will not be counted as time worked unless an Employee is called out for duty, in which case, the Employee will be paid overtime at the rate of double time, or double time and a half if on a public holiday, for such period(s) of duty with a minimum payment of three hours per call, for the time so worked in any period during which the Employee is on-call, provided that three hours has elapsed from the commencement of the previous call.
- 33.4 Nothing in this clause prohibits an Employee from temporarily leaving the workplace or home when rostered on-call after having made arrangements satisfactory to the Employer.
- 33.5 An Employee will be free from on-call duty:
  - (a) every second weekend; and
  - (b) for at least eight days in each 14 consecutive day period.

- 33.6 No Employee will be rostered on-call from the time of ceasing duty immediately before the Employee's rostered day off until the time of commencing duty immediately after the rostered day off except in accordance with the provisions of clause 33.7 below.
- 33.7 Where a majority of Employees at a branch and the Employer agree, an Employee can be rostered on-call immediately before the commencement of a rostered period of duty and/or immediately before an Employee's rostered day off.
- 33.8 Except on weekends, public holidays or in cases of emergency, an Employee will not be rostered on-call between 9:00 hours and 17:00 hours.
- 33.9 An on-call roster shall not require an Employee to be on-call for a period of less than six hours except by mutual agreement between the Employer and the Employee concerned.
- 33.10 For the purposes of this clause, when on-call an Employee is required to make themselves available such that they are able to respond and be at the workplace within 45 minutes of receiving a call.

#### **34 Control Call Allowance**

- 34.1 Where an Employee performs duties as a Clinician and is required to be available to attend to telephone calls in order to direct other Employees to duty (**Control Call**), the Employee will be entitled to \$7.00 per hour or part hour.

#### **35 Overtime – Reasonable Additional Hours**

- 35.1 The Employer may request an Employee to work reasonable overtime at overtime rates to meet the operational requirements of the organisation. An employee may refuse to work overtime if the additional hours are unreasonable.
- 35.2 Only authorised overtime shall be worked and paid.
- 35.3 The following overtime rates shall be paid for all work done exceeding the number of hours fixed as a day's, week's, or fortnight's work:
- (a) time and a half for the first two hours and double time thereafter, for any work;
  - (b) double time for overtime work on Saturdays and Sundays;
  - (c) all time in excess of a rostered day on a public holiday, will be paid at double time and a half;
  - (d) double time for work outside a spread of 12 hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty.
- 35.4 In the calculation of overtime each day stands alone.
- 35.5 Overtime rates under 35.3 will be in substitution for and not cumulative upon the shift allowance loadings and weekend penalty rates prescribed in clauses 60, 62, 65 and 67.
- 35.6 Rest period after overtime
- (a) Overtime should be arranged so that an Employee has at least ten consecutive hours off duty between the work of successive days.

- (b) An Employee working overtime, who does not have at least ten consecutive hours off duty between workdays, will be released until the Employee has had ten consecutive hours off duty, without loss of pay for ordinary working time during such absence.
- (c) An Employee who is required to continue or resume work without having had ten consecutive hours off duty, will be paid at double time until released from duty for such period.
- (d) The Employee in clause 35.6(c) is then entitled to be released from duty under clause 35.6(b).

**35.7 Refusal to work reasonable overtime:**

- (a) The parties acknowledge that incidental overtime is a feature of work in this industry; however, the Employer will ensure that this is reasonable, and due consideration is given to health and safety considerations and family responsibilities and in accordance with the provisions listed below. In circumstances where an Employee has a specific need to finish on time in particular instances this will be discussed with operational management in advance. Employees are required, where ever possible, to ensure that they organise their personal requirements with the need and expectation that reasonable overtime may be expected on the end of their shift on any day.
- (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's health and safety from working the overtime including previous overtime worked;
  - (ii) The Employees' personal circumstances including any family responsibilities;
  - (iii) The need of the workplace or enterprise;
  - (iv) The notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

**35.8** An Employee who is unable to work overtime in accordance with clause 35.7(b) must as soon as reasonably practicable to do so give notice to the Employer, including the reason for the refusal of overtime at the commencement of their shift, or as soon as the circumstances are known where they arise after shift commencement.

**36 Acceptance of Jobs**

**36.1** Up to 60 minutes prior to end of shift

- (a) If a job is issued up to 60 minutes before the end of the shift, it will be accepted unless otherwise by negotiation in particular circumstances. Once dispatched, crews are required to respond without delay. Where there may be circumstances related to the job which the Employee wishes to discuss with the dispatcher or supervisor, these conversations must take place on route to the job, and may continue after arrival, but must not prevent the crew proceeding toward the pick-up location or otherwise delaying the response. Where there may be safety concerns regarding the pickup

location, the crew will be directed to a safe holding point near the location until safety is assessed.

36.2 At any time during the shift

- (a) If a job is issued, it can be refused if it will take the crew past reasonable overtime, as described in clause 35.7(b) to complete the job and return to the branch.

36.3 At all times

- (a) Employees will take all reasonable steps required by the Employer to facilitate prompt pickup and delivery of patients being transported. Such steps may include phoning ahead to facilities to advise impending arrival to collect or deliver a patient, or other processes developed and implemented by the Employer during the life of this Agreement.

### **37 Meal Crib Breaks**

37.1 Operational Employees are entitled to a 30-minute paid meal crib break for each rostered shift and such break will be provided no later than five hours from commencement of shift.

37.2 Operational Employees are entitled to two 30-minute paid meal crib breaks when rostered to shifts in excess of 10.5 hours.

37.3 An Operational Employee is entitled to a meal crib allowance of \$20.08 on each occasion of the taking of a meal crib break to compensate for purchasing a meal crib away from the Employee's branch or usual place of work, except when a meal crib has been provided by the Employer.

37.4 An Operational Employee directed to work for more than five consecutive hours without receiving a meal crib break, is entitled to an allowance of \$5.30.

37.5 An Operational Employee called back to duty before having consumed a meal during a meal crib break, is entitled to one spoiled meal allowance of \$20.08 in any shift. The Employee may be required to present satisfactory evidence of such spoilage to the Employer.

37.6 An Operational Employee requested or required to work overtime for more than two hours beyond the Employee's normal finishing time, is entitled to an overtime meal crib allowance of \$25.13.

37.7 Non-Operational Employees are entitled to a meal break of not less than 30 minutes during each rostered eight-hour shift, which will not be counted as time worked.

37.8 The crib meal break will be taken at a suitable place determined by the Employer. The time of day, the ability to access a proper meal and access appropriate hygienic amenities with toilets, the present location of the crew, and the known or likely location of the next job to be allocated, must be considered when the direction of where to take a meal is made. There will be no requirement or expectation that a crew will be able to move to a branch for their meal break.

### **38 Rest Breaks**

38.1 Where practical, Employees are entitled to paid 10-minute rest breaks every 4 hours each day, counted as time worked, as follows:

- (a) the first, between commencement of work and the usual meal crib break; and
- (b) the second between the usual meal crib break and cessation of work.

### **39 Shift Lengths and Maximum Number**

#### **39.1 Shift length**

- (a) Rostered shifts will normally be between five- and 12-hours duration. Shift lengths shorter than five hours will be allocated only on a mutually agreed basis between an Employee and the Employer. Overtime is triggered for hours in excess of the ordinary hours on any day.

#### **39.2 Maximum number of consecutive shifts**

- (a) No Employee, unless upon request by the Employee, will be rostered to work more than six shifts consecutively or in the case of 12-hour shifts no more than two shifts on consecutive days.
- (b) No Employee, unless upon request by the Employee, will be rostered to work more than four night shifts consecutively.
- (c) Any Employee, who agrees to work more than 11 consecutive shifts without 24 hours off duty, will be paid for the twelfth and any further consecutive shift worked at the rate of triple time until 24 hours off duty is provided.

#### **39.3 Rest breaks between shifts**

- (a) Rostered shifts must provide for a minimum of 10 consecutive hours' break between each shift.
- (b) An Employee who works so much overtime between rostered shifts such that they cannot have 10 consecutive hours off duty, will be allowed to commence their next shift later until they have had a 10-hour break, without loss of pay and without being required to make up the time.
- (c) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of 200% of the wage rate set out in Schedule 1 for the relevant classification (or 200% of the casual hourly rate in accordance with clause 21.4(c) in the case of a casual employee) until released from duty for such period.

### **40 Driver's Licence and Incidental Allowance**

40.1 An Employee who is required by the Employer to hold a current driving licence will be reimbursed annually an amount equal to the sum of the cost of the licence divided by the term in years, to be paid in fortnightly instalments.

40.2 The Employer will reimburse an employee for any checks, qualifications, or vaccinations which the Employer requires as a condition of employment that have not been previously funded by the Employer.

40.3 The Employee shall, at the request of the Employer, produce proof of payment of any check, qualifications, or vaccinations required before reimbursement is made.

## **PART 3 TYPES OF LEAVE AND PUBLIC HOLIDAYS**

### **41 Public Holidays**

- 41.1 An Employee shall be entitled to the following holidays without loss of pay:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Easter Sunday, Christmas Day, Boxing Day; and
  - (b) Australia Day, ANZAC Day, Sovereign's Birthday, Labour Day, Friday before the AFL Grand Final; and
  - (c) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.
- 41.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
- 41.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
- 41.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.
- 41.5 A day declared or proclaimed by the State of Victoria to be a public holiday other than those set out in clause 41.1 will be observed as a public holiday.
- 41.6 By agreement between the Employer and an individual Employee, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- 41.7 Where an Employee works on a public holiday the Employee will be paid at double time and a half for all hours worked.
- 41.8 A fixed part-time Employee will not be entitled to payment for a public holiday in accordance with clause 41.1 above, where the public holiday does not fall on a day within the Employee's regular pattern.

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

- 42.1 Personal/Carers leave is provided for in the NES. This clause contains additional provisions.
- (a) 114 hours of paid personal/carers leave will be available to full-time Employees per annum in the first four years of service.
  - (b) 140 hours of paid personal/carers leave will be available in the fifth and subsequent years of service.
  - (c) Part-time Employees will accrue personal/carers leave days on a pro-rata basis.
  - (d) Employees may use their personal/carers leave entitlements for time off work to attend vaccination appointments. This leave is subject to providing reasonable notice and any required documentation.
  - (e) An Employee must comply with the notice and evidence requirements for taking personal/carers leave in the NES. Where practicable, the Employee must provide a minimum of two hours' notice before commencement if the

Employee is unable to attend the workplace at the rostered commencement time.

**43 Compassionate Leave**

Compassionate Leave is provided for in the NES.

**44 Community Service Leave**

Community Service Leave is provided for in the NES.

**45 Jury Service Leave**

Jury Service Leave is provided for in the NES.

**46 Long Service Leave**

46.1 Employees are entitled to Long Service Leave in accordance with the provisions of the *Victorian Long Service Leave Act 2018*, as amended from time to time, including:

- (a) 13 weeks on the completion of ten years continuous employment; and
- (b) 1.3 weeks for every additional completed year of continuous employment after ten years; and
- (c) an entitlement to pro rata Long Service Leave after seven years.

46.2 If an Employee's employment is ended and the Employee has completed at least seven years of continuous employment, then an amount of Long Service Leave equal to 1.3 weeks per year for the period of service shall be paid upon employment ending.

46.3 Where an Employee who has completed at least seven years continuous employment dies while still employed, the Employer shall pay to the Employee's legal personal representative, an amount of Long Service Leave equal to 1.3 weeks per year for the period of service.

46.4 Long Service Leave shall exclude any public holiday occurring during the period when the leave is taken.

46.5 An Employee may request the Employer to grant the Employee an amount of Long Service Leave twice as long as the amount to which the Employee would otherwise be entitled at a rate of pay equal to half the Employee's ordinary pay.

46.6 Casual Employees are entitled to Long Service Leave in accordance with the provisions of the *Victorian Long Service Leave Act 2018*.

46.7 In addition to the provisions of the Long Service Leave Act, Employees are entitled to the following more favourable benefits:

- (a) An additional 1.3 weeks Long Service Leave on top of the 1.3 weeks accrued for each year of service between 10 and 15 years of service.
- (b) An additional 0.43 weeks of Long Service Leave on top of the 1.3 weeks accrued for each year of service after 15 years of service.

- (c) An Employee who has completed at least 10 years of service and whose employment terminates, an amount of long service leave as equals one thirtieth of the period of service.

## 47 Parental Leave

47.1 Employees are entitled to parental leave in accordance with the provisions of the Act and the NES as amended from time to time. The Employer will make the NES provisions readily available to all employees.

### 47.2 Application

Employees are Employees are entitled to paid parental leave under this clause if the leave is associated with:

- a) The birth of a child of the Employee or the Employee's Partner;
- b) The placement of a child with the Employee for adoption;
- c) The placement of a child under a permanent care order; and
- d) The Employee has or will have responsibility for the care of the child.

### 47.3 Definitions

- a) Child means:
  - i) In relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Partner;
  - ii) In relation to adoption related leave, a child (or children) who will be placed with an Employee, and:
    - a. who is, or will be, under 16 as at the day of placement, or the expected day of placement; and
    - b. Is not (otherwise than because of the adoption) a child of the Employee or the Employee's Partner.
- b) Partner means a Spouse or other de facto Partner (of any sex/gender identity)
- c) Spouse includes a de facto spouse, former spouse or former de facto spouse
- d) Primary Caregiver in relation to paid parental leave means the person who is the primary carer of a Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day
- e) Secondary Caregiver in relation to paid parental leave means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- f) Paid Parental Leave Entitlement:
  - i) An eligible Employee engaged on a fulltime or part time basis, and who is the primary caregiver, is entitled to 14 weeks' paid leave.
  - ii) An eligible Employee engaged on a full time or part time basis, and who is the secondary caregiver, is entitled to 8 weeks' paid leave.

- iii) Employees are paid superannuation contributions when taking paid parental and carers leave.
- g) Unpaid Parental Leave is available to all Employees in accordance with the NES

#### **48 Annual Leave**

- 48.1 Except for casual Employees, Employees are entitled to paid annual leave of five weeks for each year of service.
- 48.2 Shift workers will be entitled to an additional week of annual leave. For the purposes of the additional week's annual leave provided by the NES, a shift worker is defined as an Employee who is available to be rostered to shifts 24hrs a day, 7 days a week, including weekends and public holidays, and who is available to be rostered to those shifts.
- 48.3 Employees are generally required to take their annual leave in blocks of not less than one week unless the Employee and the Employer mutually agree to vary this.
- 48.4 An Employee's entitlement to annual leave accrues progressively during the year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 48.5 When taking annual leave, an Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period. This includes any allowances, loading, shift penalties or over-award payments which would have been received had the Employee not been on leave.
- 48.6 In addition to the payment of annual leave set out in clause 48.5, the Employer must pay the Employee a loading of 17.5% of the Employee's ordinary pay for ordinary hours the Employee would have worked had they not been on leave during that period.
- 48.7 An Employee is entitled to take annual leave when it falls due, but the Employer should be given a request for leave application a minimum of four weeks before the intention to take such leave. Lesser notice may be given by mutual agreement between the Employer and the Employee.
- 48.8 Annual leave shall be taken at a time that is approved by the Employer as being convenient having regard to the operational requirements of the Employer. Approval of annual leave is at the discretion of the Employer.
- 48.9 If a prescribed public holiday to which the Employee is entitled occurs during a period of annual leave, the Employee's annual leave will be increased by one day in respect of that public holiday.
- 48.10 If the period during which an Employee takes paid annual leave includes a period of any other leave, or a period of absence for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave of absence.
- 48.11 On termination of employment an Employee will be paid out any outstanding accrued annual leave entitlements including leave loadings.
- 48.12 If an Employee has an excessive leave accrual as defined in clause 63 or 72 as applicable, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- 48.13 The Employer may direct an Employee to take excessive annual leave as defined in clause 63 or 72 as applicable however a minimum of eight weeks' notice will be given.
- 48.14 A direction by the Employer under clause 48.13 is of no effect if it would result in the Employee's remaining accrued entitlement to paid annual leave being less than six weeks.

#### 49 Family and Domestic Violence Leave

- 49.1 Each year of service, an Employee experiencing Family or Domestic Violence is entitled to a minimum of 20 days paid leave during that year to deal with the impact of Family or Domestic Violence and it is impractical for the Employee to do so outside their ordinary hours of work. Additional unpaid leave may be provided at the discretion of the Employer.
- 49.2 The reasons for which an Employee may take leave under this clause may include: making arrangements for their safety or the safety of a Family Member (including relocation), attending urgent court hearings, or accessing police services.
- 49.3 An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the Employer of the period, or expected period, of the leave.
- 49.4 The Employee may be required to provide documentary evidence to reasonably satisfy the Employer the leave is accessed appropriately.
- 49.5 The Employer will use its best endeavours to ensure that applications for Family or Domestic Violence leave are kept confidential. Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- 49.6 The entitlement to 20 days paid leave to deal with Family or Domestic Violence:
- (a) is available in full at the start of each 12-month period commencing on the anniversary of the Employee's employment; and
  - (b) does not accrue and/or accumulate from year to year; and any unused portion of Family or Domestic Violence leave will not be paid at the conclusion of the Employee's year of service or upon the termination of the Employee's employment for any reason.
- 49.7 In this clause:
- (a) **Family or Domestic Violence** means violent, threatening or other abusive behaviour by a Family Member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
  - (b) **Family Member** means:
    - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or a de facto partner of the Employee; or
  - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of Family Member in sub clause (b) includes a former spouse or de facto partner.

## **50 Employee Representation Leave**

- 50.1 Subject to the terms of this clause, a Workplace Delegate shall be entitled to the rights set out in Clause 27A of the Award, as altered from time to time.
- 50.2 For the purposes of the Award, an employee organisation means the Victorian Ambulance Union Incorporated, the Australian Nursing and Midwifery Federation, or other employee organisation within the meaning of section 12 of the Act.
- 50.3 A Workplace Delegate shall be entitled to reasonable paid time during normal working hours for the purpose of representing the industrial interests of eligible employees in accordance with clause 27A.5 of the Award.

### *Workplace Delegate Training*

- 50.4 Where an employee has been appointed as a Workplace Delegate, they are entitled to five days Workplace Delegate leave in their initial year of appointment as a Workplace Delegate and three days delegate leave each year after.
- 50.5 Workplace Delegate leave is per delegate and is to be used for training related to representation of Union members.
- 50.6 When requesting Workplace Delegate leave, the Employee must provide the Employer with four weeks' notice.
- 50.7 The Employer requires evidence of attendance at a Union function within seven days of attendance.
- 50.8 The Employee will be paid at ordinary rates for Union Workplace Delegate leave and is subject to operational requirements of the Employer.

## **PART 4 OTHER TERMS AND CONDITIONS**

### **51 Clinical Instructors, Clinical Supervisors and Clinical Observer**

- 51.1 Where an Employee performs duties as a Clinical Instructor as directed by the Employer, the Employee will be paid an allowance of \$4.00 per hour in addition to their normal hourly rate, including overtime hours. This allowance is only payable whilst performing these actual duties.
- 51.2 Where an Employee performs duties as a Clinical Supervisor as directed by the Employer, the Employee will be paid an allowance of \$2.50 per hour in addition to their normal hourly rate, including overtime hours. This allowance is only payable whilst performing these actual duties.
- 51.3 Where an Employee performs duties as a Clinical Observer as directed by the Employer, the Employee will be paid an allowance of \$1.00 per hour in addition to their normal hourly rate, including overtime hours. This allowance is only payable whilst performing these actual duties.

### **52 Uniforms**

- 52.1 The Employer will provide to each operational Employee, at no cost, a suitable amount of uniform items to allow the Employee to present themselves for work in the manner specified by the Employer.
- 52.2 It is the sole responsibility of the Employee to launder as appropriate, all uniform items supplied to them.
- 52.3 The Employer will replace items of uniform made unserviceable through reasonable wear and tear. Should an Employee lose or damage uniform items through carelessness or wilful neglect, the Employer may require the Employee to contribute to part or all the cost of replacement of the item(s).
- 52.4 The Employer will reimburse an Operational Employee up to \$100 every 12 months for the cost of purchasing appropriate footwear. At least 12 months must have elapsed prior to a new claim being submitted.
- 52.5 The Employer will issue a list of approved footwear for the Employees to choose from. An Employee may seek pre-approval to purchase footwear that is not on the approved footwear list. Footwear purchased that is not on the approved footwear list and has not been pre-approved may not be reimbursed at the Employer's discretion.
- 52.6 Employees must provide an original receipt when applying for reimbursement.
- 52.7 All items of uniform (excluding footwear) remain the property of the Employer and must be returned should the Employee cease employment.
- 52.8 Each vehicle and/or base will be equipped with personal protective equipment as appropriate.

### **53 Salary Packaging**

- 53.1 The wages specified in Schedule 1 may be salary packaged in accordance with the Employer's status as a not-for-profit entity.
- 53.2 Salary packaging is available to casual Employees.

- 53.3 The Employer's policy, procedure or eligibility on salary packaging may change at its discretion at any time.

#### **54 Health and Safety**

- 54.1 The Employer will, in consultation with Employees and any nominated Employee representative take all appropriate measures to promote a safe and healthy workplace, in accordance with the Occupational Health and Safety Act 2004 (Vic), including determining the Designated Work Groups ('DWGs') in accordance with that act.
- 54.2 Health and Safety representatives ('HSRs') will be released for training in an accredited Occupational Health and Safety course of their choosing. This training will be conducted in paid work time. In accordance with Section 67(4) of the Occupational Health and Safety Act 2004, the Employer agrees to pay all reasonable costs associated with the training.
- 54.3 All Employees will review, be familiar with and abide by the Occupational Health and Safety rules relating to the workplace as per the Employer induction program and updates as issued from time to time. It is the responsibility of the Employer to ensure that occupational health and safety rules which are taught during the induction program are consistent with the Occupational Health and Safety Act 2004.

#### **55 Unpaid Quarantine Leave**

- 55.1 Subject to clauses 55.2, 55.3 and 55.4, any Employee is entitled to take up to two weeks' unpaid leave if the Employee is required by government or medical authorities, or on the advice of a medical practitioner, to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic or any disease which is deemed by a sitting state or federal government to require compulsory quarantine.
- 55.2 The Employee must give their Employer notice of the taking of leave under clause 55.1 and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- 55.3 An Employee who has given their Employer notice of taking leave under clause 55.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause 55.1
- 55.4 Leave taken under clause 55.1 does not affect any other paid or unpaid leave entitlement of the Employee and counts as service for the purposes of entitlements under this agreement and the NES.
- 55.5 The Employer and Employee may agree that the Employee may take more than two weeks unpaid quarantine leave.

#### **56 Skills Maintenance**

- 56.1 The Employer will provide annual training in accordance with the NEPT Act, and any regulations made pursuant to the NEPT Act, in the following areas:
- (a) basic life support; and
  - (b) occupational health and safety, with particular attention to manual handling and infection control; and
  - (c) clinical practice protocols; and

- (d) cardiac monitoring/defibrillation re-accreditation and other resuscitation skills maintenance for those Employees required to perform these skills; and
- (e) maintenance of skills used infrequently and addressing performance gaps as identified by RFDS or industry bodies; and
- (f) mandatory training for staff undertaking specialist duties including but not limited to;
  - (i) Clinician
  - (ii) Fixed or rotary wing aircraft
  - (iii) Complex Patient Ambulance Vehicles
  - (iv) Hoist vehicles
  - (v) Dedicated transport, e.g. Very Special Kids

56.2 The Employer will provide each Employee with a minimum of 10 hours of paid training and accreditation each year, paid at ordinary rates. Training will be rostered within the Employee's ordinary hours of work. In addition, Employees may also receive up to an additional 20 hours of paid training per year. In cases where training falls outside of the employee's ordinary hours, the applicable provisions of the agreement will apply. In cases training occurs outside of the employee's ordinary location, the provision of clauses 30 and 31 will apply. Training will utilise both in-person and virtual learning methods, tailored to the specific content.

56.3 In addition to the training referred to in this clause, where employees are required to hold and maintain Advanced Life Support and Paediatric Life Support, and they do not hold this qualification through another Employer, the Employer will provide annual training in accordance with the Non-Emergency Patient Transport regulations.

56.4 The Employer will also offer Employees the opportunity to attend optional training and professional development sessions at the Employer's cost. These optional training and professional development sessions will be unpaid.

56.5 Subject to reasonable operational requirements and capacity, the Employer will provide study assistance to Employees to assist with achieving qualifications relevant to patient transport. Study assistance may include but is not limited to providing an Employee with leave without pay, a reduction of hours, a change in days or times for work or working from an alternative work location.

---

## SECTION TWO PATIENT TRANSPORT

### PART 1 EMPLOYMENT RELATIONSHIP AND OTHER MATTERS

#### 57 Classifications Definition

57.1 Section Two applies to Employees employed in the classifications set out clauses 57.2 and 57.3.

57.2 Operational Employees

- (a) **Patient Transport Officer (PTO)** is an Employee who has completed the Certificate III in Non-Emergency Patient Transport or has an equivalent qualification assessed as such by a registered training organisation and who provides basic care and transport of non-emergency patients.
- (b) **Ambulance Transport Attendant (ATA)** is an Employee working in the position of Ambulance Attendant ('AA') / Ambulance Officer ('AO') who has completed:
  - (i) a Diploma of Paramedical Science (Ambulance) or Diploma of Health Science (Emergency Care) or higher degree, however titled in each State or Territory and has completed all the required supervised clinical practice; or
  - (ii) a recognised equivalent qualification to that stated in sub clause 57.2(b)(i) and/or experience recognised by the NEPT Act and any regulations made under the NEPT Act, and
  - (iii) successful completion of required clinical placements and a Clinical Skills Assessment.
  - (iv) The principal duties of an ATA include assessment, treatment, care and transport of non-emergency patients as defined within the Non-Emergency Patient Transport: Clinical Practice Protocols published by the Department of Health or its successor.
- (c) **Clinical Instructor (CI)** is an Employee who is appointed to the role and provides clinical training to Employees and whose qualification and training meet the requirements of the NEPT Act and any regulations made under the NEPT Act.
- (d) **Operations Centre Coordinator** is an Employee who has been trained to take non-emergency telephone calls and transportation requests and dispatches work to rostered crews.
- (e) **Clinical Supervisor (CS)** is an Employee who provides clinical supervision to Employees and must have previously worked as:
  - (i) an ambulance paramedic for an emergency ambulance service; or
  - (ii) an ATA or equivalent with a non-emergency patient transport service.
- (f) **Clinician** is an Employee who is contactable via a control call to provide clinical advice to crew members.
- (g) **Clinical Observer (CO)** is all crew members who are required to:

- (i) observe a student during their shift who is completing their Bachelor of Paramedicine, Diploma of Paramedicine, Cert III or Cert IV in Paramedicine (or their equivalents); or
  - (ii) observe PTOS during their 100hrs of clinical practice experience
- (h) **Clinical Educator (Level 1)** is an Employee who develops, implements, and maintains training programs to ensure high-quality patient care and staff compliance with industry protocols. They identify training needs, deliver tailored programs, and oversee content for online training platforms.
- (i) **Clinical Educator (Level 2)** is an Employee who develops, implements, and maintains training programs to ensure high-quality patient care and staff compliance with industry protocols. They identify training needs, deliver tailored programs, and oversee content for online training platforms. This Employee is required to:
- (i) hold a Certificate IV in Training and Assessment, or an equivalent qualification approved by the Secretary.
- (j) **Team Leader** is an Employee who is appointed a leadership role, responsible for overseeing the day-to-day logistics, operations, and people management of on-road employees. The Team Leader is rostered to a mix of team leader administrative shifts and operational on-road shifts.

### 57.3 Non-Operational Employees

- (a) **Administration Officer 1** is a non-operational Employee who undertakes clerical duties, prepares routine documentation, organises office supplies, performs basic word processing and responds to enquiries.
- (b) **Administration Officer 2** is a non-operational Employee responsible for performing a range of administrative functions to ensure the smooth running of the office, dealing with enquiries, preparing standard reports and ensuring data accuracy. This level position requires high level of administrative experience, computer competency and basic understanding of regulations, legislation and codes of practice.
- (c) **Administration Officer 3** is a non-operational Employee who is responsible for duties which include sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives, keeping abreast of products, processing payments and maintaining records. This level of position requires extensive administration experience, strong levels of computer literacy and word processing, spread sheeting and presentation software and a moderate understanding of regulations, legislation and codes of practice.
- (d) **Administration Officer 4** is a non-operational Employee who manages the office, committees and/or issues requiring investigation and analysis. Duties for this level of position may include compilation and follow up of agendas, planning and organisation of meetings, development of office and administrative systems, supervising purchasing and procurement or responsibility for checking the work of other staff.

## 58 Rates of Pay

Ordinary hourly rates of pay are contained in Schedule 1.

## **59 Progression Through Pay Points**

- 59.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point based on the commencement date within the applicable classification.
- 59.2 Employees who were classified as PTO level 3 prior to the commencement of this Agreement will progress through to level 4 of the new pay scale and thereafter by annual movement to the next pay point.
- 59.3 Employees who were classified as Operations Centre Coordinator year 2 prior to the commencement of this Agreement, will progress through to level 3 of the new pay scale and thereafter by annual movement to the next pay point.

## **60 Shift Allowance**

- 60.1 A shift allowance of the minimum Award payment (\$57.00) as varied from time to time per rostered shift is payable to employees whose rostered hours of ordinary duty finish between 18:00 hours and 08:00 hours or commence between 18:00 hours and 06:30 hours. For the additional hours rostered over and above 6 hours between 18:00 hours and 06:30 hours, employees will receive an additional payment of \$8.00 per hour or part thereof over and above the \$57.00 shift allowance. Rostered hours concluding at 18:00 hours, or rostered hours commencing at 06:30 hours, will not entitle the Employee to this shift allowance.
- 60.2 This shift allowance payment will be paid in the fortnightly regular pay cycle.

## **61 Part-Time Employment**

- 61.1 A part-time Employee:
- (a) Is engaged to work less than 76 ordinary hours per fortnight, or less than an average of 76 hours over a fortnight;
  - (b) Receives remuneration, leave and other paid entitlements, on a pro-rata basis to a full-time Employee employed for 76 hours per fortnight for that classification, according to the number of hours worked.
  - (c) May request not to be rostered on specific days of the week or during certain shift times due to personal or family circumstances. RFDS will consider such requests but may reasonably refuse to accommodate them based on operational requirements.
- 61.2 At the time of contract engagement, the Employer and Employee will agree in writing on the hours of work per week or per fortnight.
- 61.3 The minimum shift length for a part-time Employee will be 4 consecutive hours.
- 61.4 At the time of engagement, a mutually agreed position will be reached regarding the flexibility of the part time employee. The contract of employment must reflect this agreed position. One of the following models will apply:
- (a) Fixed part time model:
    - (i) At the time of engagement, the part time employee may choose to keep fixed the days and hours that they work.
    - (ii) At the time of engagement, the prospective part time employee would discuss their requirements with the employer. Such requirements will

refer to the days to be worked, hours to be worked each day and the actual starting and finishing times each day across a roster cycle. Both parties will endeavour to reach mutual agreement on a roster, that can remain fixed and it is anticipated that some negotiation with the employer will be necessary to achieve an agreed roster suitable to both parties.

- (iii) The agreed days to be worked, hours to be worked each day and actual starting and finishing times will form part of the employees' contract of employment.
- (iv) Employees who are employed in accordance with the fixed part time model will not be considered to be a shift worker for the purposes of receiving an extra week of annual leave in accordance with clause 48.2.
- (v) A fixed part-time Employee and the Employer may agree in writing to a variation in the number of average hours per week over time, as well as the days to be worked, hours to be worked each day and the actual starting and finishing times each day across a fortnight with all changes recorded in writing. Such written agreement may be constituted in a roster issued by the Employer and accepted in writing by the Employee.

(b) Flexible part time model:

- (i) The part time employee agrees to rostering flexibility in respect of what hours of the day are worked and which days of the week are rostered. The employer and the employee may mutually agree to the variation of the average number of hours worked per fortnight.
- (ii) An employee who accepts the flexible part time arrangement as outlined in this clause will be deemed to be a shift worker as defined in clause 48.2 for the purposes of attracting an extra week of annual leave (pro-rated).

61.5 Increase of contracted hours

In circumstances where a part time Employee is regularly working more than their contracted hours, the part time Employee may make a request in writing to the Employer for their contracted hours to be adjusted to reflect the hours regularly worked and the Employer shall consider this request subject to operational requirements and not unreasonably refuse such a request.

61.6 Additional Shifts

A part-time Employee may agree to work additional hours at their ordinary rate of pay. Additional full shift hours worked will be capped at 10 hours in any one fortnight, provided also that the Employee does not work in excess of an average of 38 hours per week over the roster cycle. All additional hours beyond this agreement will be considered overtime and paid in accordance with the overtime payment clause. All additional hours of work will be considered in line with fatigue procedures and policy. Any agreement for an Employee to work additional hours in accordance with this paragraph will be recorded in writing on each occasion.

For the avoidance of doubt, a part-time Employee is not obligated to work additional hours at their ordinary rate of pay and is entitled to overtime rates, where there is no written agreement, in accordance with clause 35.

Any additional shift(s) worked by the employee, at the rate of single time, will attract all normal accruals such as annual leave, sick leave etc.

**61.7 Public Holidays**

A fixed part-time Employee is entitled to public holiday pay and/or penalties in accordance with clause 41, for any public holiday that occurs on a day in their agreed pattern of work.

A flexible part-time employee is entitled to public holiday pay and/or penalties in accordance with clause 41. For the purposes of clause 61.4, a flexible part-time employee is entitled to payment for public holidays on any day on which they may be rostered.

**61.8 Retention of existing part-time arrangements**

Any Employee currently employed as a part-time Employee at the time of the implementation of this Enterprise Agreement will retain their part-time status and benefits and will not be affected by any changes that apply to new Employees. To avoid any doubt, the rights and conditions applicable to this cohort remain as described in clause 12.3 of the *Royal Flying Doctor Service Victoria Patient Transport Employees Enterprise Agreement 2021*.

**62 Weekend Rate of Pay**

All ordinary hours of duty worked between midnight on Friday to midnight on Sunday will be paid for at the rate of time and one half of the applicable rate for each classification.

**63 Excess Leave Accrual**

An Employee has an excessive leave accrual if the Employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a shift worker, as defined by clause 48.2).

---

## SECTION THREE NURSES

### PART 1 EMPLOYMENT RELATIONSHIP AND OTHER MATTERS

#### 64 Classifications Definitions

- 64.1 Section Three applies to Employees employed in the classifications set out in clauses 64.2 and 64.3.
- 64.2 Operational Employees
- (a) **Enrolled Nurse (EN)** is a person registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law 2009*.
  - (b) **Registered Nurse (RN)** is a person registered in Division 1 on the Register of Nurses Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law 2009*.
  - (c) **Critical Care Registered Nurse (CCRN)** is a Registered Nurse, who in accordance with the Non-Emergency Patient Transport ('NEPT') Clinical Practice Protocols 2019, Edition, Version 5:
    - (i) Holds a post graduate critical care qualification; and
    - (ii) Within the 24 months prior to commencing employment with a non-emergency patient transport provider, has experience in the intensive care unit, coronary care unit, emergency department or equivalent of a hospital.
  - (d) **Clinical Instructor (CI)** is a registered nurse whose qualifications and educational preparation meet the requirements outlined in the *Non-Emergency Transport Patient Transport Act 2003 (Vic)* and the *Non-Emergency Patient Transport Regulations 2016 (Vic)*; and who:
    - (i) Is appointed to the role; and
    - (ii) Provides education and training to NEPT employees.
  - (e) **Clinical Supervisor (CS)** is a registered nurse who provides clinical supervision to employees and who has experience practising in a non-emergency patient transport service.
  - (f) **Clinician** is a registered nurse who is contactable via a Control Call to provide clinical advice
  - (g) **Clinical Observer (CO)** is all crew members who are required to:
    - (i) observe a student during their shift who is completing their Bachelor of Paramedicine, Diploma of Paramedicine, Cert III or Cert IV in Paramedicine (or their equivalents); or
    - (ii) observe PTOS during their 100hrs of clinical practice experience
- 64.3 Other Classifications

- (a) Where the Employer proposes to employ nurses outside of the Operational Employee classifications in clause 64.2 above, the relevant classification and conditions will be agreed with the ANMF prior to the appointment to these nurse positions.

## **65 Rates of Pay**

65.1 Ordinary weekly and hourly rates of pay are contained in Schedule 1.

## **66 Progression Through Pay Points**

66.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point.

## **67 Shift Loading**

67.1 Where an Employee works a rostered afternoon shift between Monday and Friday, the Employee will be paid a loading of 12.5% of their ordinary rate of pay.

67.2 Where an Employee works a rostered night shift between Monday and Friday, the Employee will be paid a loading of 15% of their ordinary rate of pay.

67.3 The provisions of this clause do not apply where an Employee commences their ordinary hours of work after 12:00pm and completes those hours at or before 6:00pm on that day.

67.4 A casual Employee will be paid shiftwork loading prescribed in this clause calculated on the hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading prescribed in clause 21.4(c) then added to the penalty rate of pay.

67.5 For the purposes of this clause:

- (a) Afternoon shift means any shift commencing not earlier than 12:00pm and finishing after 6:00pm on the same day; and
- (b) Night shift means any shift commencing on or after 2:30pm or before 5:00am whilst a rostered shift commencing on or after 5:00am will not be considered night shift.
- (c) The shift penalties prescribed in this clause will not apply to shift work performed by an Employee on Saturday, Sunday or public holidays where the extra payment is prescribed in clause 70– Weekend Rate of Pay and clause 41 - Public Holidays.

## **68 Flying Allowance**

68.1 A flying allowance of \$76.00 per 8 hour shift or part shift equal to the flying allowance as provided in the *Ambulance and Patient Transport Industry Award 2020* from time to time is payable to an Employee required to perform duties on board a fixed or rotary wing aircraft in flight.

## **69 Laundry Allowance**

69.1 The employer will pay a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount. The laundry allowance is not payable on leave.

## **70 Part-Time Employment**

### **70.1 Part-time employment:**

- (a) A part-time Employee shall mean an Employee who is engaged to work regular ordinary hours of less than 38 hours per week and shall be entitled to all the benefits of this Agreement, which includes annual leave and personal leave, on a pro rata basis.
- (b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements, which will apply to those hours.
- (c) The number of hours worked by a part-time Employee may vary from week to week by mutual agreement and recorded in writing, which may include a published roster, SMS or other forms of electronic communication.
- (d) The minimum shift length for a part-time Employee will be four consecutive hours.
- (e) Part-time Employees, who are available to work, will be offered additional shifts or hours in relation to filling "unplanned vacancies" in preference to casual Employees.
- (f) For the purposes of clause 70.1(g), "regular" shall mean not less than one shift per week. Further, the opportunity to vary the agreement shall occur at the expiration of each six-month period.
- (g) Where a part-time Employee requests to work additional shifts in addition to their regular agreed hours of work, these shifts will be paid at ordinary time rate of pay, provided that total hours of work do not exceed 76 hours per fortnight. The Employee may record their availability to work additional shifts by registering their availability in the roster system. Such additional hours paid at the ordinary time rate of pay shall accrue relevant paid entitlements, namely annual leave and personal leave. This clause will not apply to requests from the Employer to work additional shifts.
- (h) Where a part-time Employee's shift commences prior to its normal starting time, or extends beyond its normal finishing time, such time will be paid in accordance with clause 35.3 Overtime.

## **71 Weekend Rate of Pay**

- 71.1 Where an Employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period. Hours worked between midnight Saturday and midnight Sunday will be paid a loading of 75% of the ordinary rate of pay.
- 71.2 For the purposes of clause 71.1, a casual Employee's ordinary rate of pay includes any casual loading payable in accordance with clause 21.4(c).

## **72 Excess Leave Accrual**

- 72.1 An Employee has an excessive leave accrual if the Employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a shift worker, as defined by clause 48.2).

**Signatures of the Parties:**


---

This agreement is made on this ...29..... day of ...September 2025.....

Royal Flying Doctor Service Victoria

Name: ...Michael Ben-Meir.....Witness: ...Sally White.....

Signature: ........

Signature: ........

Signed for and on behalf of the Employees .....

Name: Debra Glowaski .....

Witness: Sally White .....

Signature: ........


Signature: ........


Basis of authority to sign: Chief People Officer .....

Signed for and on behalf of the Employees .....

Name: Andrew Embury .....

Witness: Sally White .....

Signature: ........

Signature: ........

Basis of authority to sign: Patient Transport Officer .....

## Schedule 1 RATES OF PAY

### Patient Transport Officer (PTO)

Classification	Hourly Rate
PTO – Level 1	\$ 31.04
PTO – Level 2	\$ 31.27
PTO – Level 3	\$ 31.49
PTO – Level 4	\$ 32.00
PTO – Level 5	\$ 32.52

### Ambulance Transport Attendant

This classification applies to staff employed as Ambulance Transport Attendant (ATA) as defined in clause 1 of this Agreement and to staff employed prior to the date of operation of this Agreement who were employed under the classification ATA 1 as defined in clause 15 of the Royal Flying Doctor Service Victoria Enterprise Agreement 2014.

Hourly rates for the ATA classifications incorporate the Continuing Education Program Allowance Units 1-7 as stipulated in the Award.

Classification	Hourly Rate
ATA – Level 1	\$ 34.82
ATA – Level 2	\$ 35.46
ATA – Level 3	\$ 36.24
ATA – Level 4	\$ 37.08
ATA – Level 5	\$ 37.92
ATA – Level 6	\$ 38.93
ATA – Level 7	\$ 40.18

### Administration Officers

Classification	Hourly Rate
Operations Centre Coordinator – Year 1	\$ 32.77
Operations Centre Coordinator – Year 2	\$ 34.36
Operations Centre Coordinator – Year 3	\$ 35.95
Operations Centre Coordinator Air/Road – Year 1	\$ 37.08

Operations Centre Coordinator Air/Road – Year 2	\$ 37.58
Operations Centre Coordinator Air/Road – Year 3	\$ 38.08
Administration Officer 1 – Year 1	\$ 28.84
Administration Officer 1 – Year 2	\$ 29.48
Administration Officer 1 – Year 3	\$ 30.68
Administration Officer 2 – Year 1	\$ 32.71
Administration Officer 2 – Year 2	\$ 33.35
Administration Officer 2 – Year 3	\$ 34.81
Administration Officer 3	\$ 36.46
Administration Officer 4	\$ 38.64

#### **Enrolled Nurse (EN)**

Classification	Hourly Rate
EN – Year 1	\$ 31.04
EN – Year 2	\$ 31.27
EN – Year 3	\$ 31.77

#### **Registered Nurse (RN)**

Classification	Hourly Rate
RN – Year 1	\$ 38.43
RN – Year 2	\$ 40.02
RN – Year 3	\$ 41.75

#### **Critical Care Registered Nurse (CCRN)**

Classification	Hourly Rate
CCRN – Year 1	\$ 46.36
CCRN – Year 2	\$ 46.62
CCRN – Year 3	\$ 46.86

**Other**

Classification	Hourly Rate
Clinical Educator Level 1	\$ 39.23
Clinical Educator Level 2	\$ 40.51
Team Leader (PTO, ATA,Ops)	\$ 42.82

ENDORSED

## Schedule 2 Award/Allowances

### Award Based Allowances

	Clause #
Meal Allowance	37
Overtime Meal Allowance	37
Meal Penalty Allowance	37
Spoilt Meal	37
Travel Allowance	30
Living Away From Home Allowance	31
Living Away from Home Allowance Incidentals	31
Shift Allowance	60
Shift Loading	67
Flying Allowance	68
Laundry Allowance	69
Drivers Licence Allowance	40

### Enterprise Agreement Based Allowances

	Clause #
Night Shift Allowance	60
On Call Allowance	33
Control Call Allowance	34
Boot Allowance	52

### Notes

Award based allowances will increase in line with the relevant award and Enterprise Agreement allowances will increase in accordance with the changes of minimum wage rates as per clause 27.2.