



DECISION

*Fair Work
Act 2009*

s.185—Enterprise agreement

Royal Flying Doctor Service of Australia (Victoria section) T/A Royal Flying Doctor Service, Victoria (AG2014/6700)

ROYAL FLYING DOCTOR SERVICE VICTORIA ENTERPRISE AGREEMENT 2014

Ambulance and patient transport

COMMISSIONER JOHNS

MELBOURNE, 22 JULY 2014

Application for approval of the Royal Flying Doctor Service Victoria Enterprise Agreement 2014.

[1] On 7 July 2014 the Royal Flying Doctor Service of Australia (Victoria section) T/A Royal Flying Doctor Service, Victoria (**Applicant**) made an application for approval of the *Royal Flying Doctor Service Victoria Enterprise Agreement 2014 (Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[4] The Australian Nursing and Midwifery Federation and United Voice, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), the Commission notes that the Agreement covers these organisations.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from the first pay cycle commencing after 29 July 2014. The nominal expiry date of the Agreement is 22 July 2017.



[2014] FWCA 4907

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Royal Flying Doctor Service Victoria, Enterprise Agreement 2014

ROYAL FLYING DOCTOR SERVICE VICTORIA
ENTERPRISE AGREEMENT 2014

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APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement shall be known as the Royal Flying Doctor Service Victoria Enterprise Agreement 2014 ('the Agreement').

2 Parties to the Agreement

The parties to this Agreement are:

- 2.1 Royal Flying Doctor Service Victoria (RFDSV) with regard to its patient transportation operations in the State of Victoria ('the Employer');
- 2.2 All employees employed in the classifications of work contained within this Agreement ('the Employees'); and
- 2.3 Upon the Employer lodging this Agreement with the Fair Work Commission for approval pursuant to the Fair Work Act 2009 as amended from time to time ('the Act'), the Employer will advise United Voice and the Australian Nursing & Midwifery Federation of the lodgement in order that the Union may apply to be covered by the Agreement under s. 183 of the Act.

3 Incorporated award conditions

- 3.1 This Agreement incorporates the Ambulance and Patient Transport Industry Award 2010 (the Award), as varied from time to time.
- 3.2 Where there is any inconsistency between a term in this Agreement and a term of the Award referred to in 3.1 which has been incorporated, the term in this Agreement shall take precedence to the extent of the inconsistency.
- 3.3 In incorporating provisions from the Award into this Agreement it is 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".

4 Date and Period of Operation

- 4.1 This Agreement shall operate from the first pay cycle commencing seven days after the date of approval by the Fair Work Commission and shall nominally expire 3 years after date of approval by the Fair Work Commission. Thereafter it will continue until replaced by another agreement or terminated in accordance with the Fair Work Act. Parties agree to commence negotiating the new Agreement six months prior to the conclusion of this agreement in accordance with the Act.

5 Mutual Objectives

- 5.1 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.

6 Definitions

- 6.1 Set shift has a specified start and finish time for the employee to be at the workplace.
- 6.2 On-call shift has a specified period of availability with which the employee is required to be able to respond and be at the workplace within 45 minutes. Employees are paid an on-call hourly rate and double ordinary time rate if required to respond (clause 26).
- 6.3 Registered Nurse (RN) is a person registered with the Australian Health Practitioner Regulation Agency established by the Health Practitioner Regulation National Law Act 2009.
- 6.4 Shift worker is an operational employee who is regularly rostered over seven days and regularly works on weekends (which may include on-call shifts).
- 6.5 An AO skill allowance is payable to an operational employee who is classified as an Ambulance Transport Attendant 2 (ATA 2) as per clause 15.1 c. and is working in the position of an ATA 2.
- 6.6 An RN skill allowance is payable to an operational employee who is classified as an Ambulance Transport Attendant 3 (ATA 3) as per clause 15.1 d. and is working in the position of an ATA 3.

CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY ARRANGEMENTS

7 Consultation regarding major workplace change

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

Major change
- 7.2 For a major change referred to in paragraph 7.1:
 - a. the employer must notify the relevant employees of the decision to introduce the major change; and
 - b. subclauses (7.3) to (7.9) apply.
- 7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 If:
 - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 7.5 As soon as practicable after making its decision, the employer must:
 - a. discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purposes of the discussion--provide, in writing, to the relevant employees:

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

- 7.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.8 if a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 7.2(a) and subclauses 7.3 and 7.5 are taken not to apply.
- 7.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.10 For a change referred to in paragraph (7.1)(b):
- a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses (7.11) to (7.15) apply.
- 7.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.12 If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

- (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees in this term:

8 Dispute resolution

- 8.1 In the event of a dispute about a matter under this Agreement, or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee/s concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee/s concerned and more senior levels of management as appropriate.
- 8.2 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace, and all appropriate steps under clause 8.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 8.3 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute including mediation, conciliation and arbitration.
- 8.4 The Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.5 While the dispute resolution procedure is being conducted, work must continue in accordance with the usual practice existing prior to the dispute arising. Subject to applicable occupational health and safety legislation, an Employee must reasonably comply with the direction by the Employer to perform work, whether at the same or another workplace, which is safe and appropriate for the Employee to perform.

9 Individual Flexibility Arrangements

- 9.1 The Employer and Employees may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
- a. The IFA deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b. The IFA meets the genuine needs of the Employer and an employee in relation to one or more of the matters mentioned in paragraph (a), and;
 - c. The IFA is genuinely agreed to by the Employer and employee.
- 9.2 The Employer must ensure that the terms of the IFA:
- a. are about permitted matters under section 172 of the Act ; and
 - b. are not unlawful terms under section 194 of the Act ; and
 - c. result in an Employee being better off overall than the employee would be if no IFA was made.
- 9.3 The Employer must ensure that the IFA:
- a. is in writing; and
 - b. includes the name of the Employer and employee; and

- c. is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - I. the terms of the Agreement that will be varied by the IFA; and
 - II. how the IFA will vary the effect of the terms; and
 - III. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - e. states the day on which the IFA commences.
- 9.4 The Employer must give the employee a copy of the IFA within 14 days after it is agreed to.
- 9.5 The Employer or employee may terminate the IFA:
- a. by giving no more than 28 days written notice to the other party to the IFA; or
 - b. if the Employer and employee agree in writing — at any time.

EMPLOYMENT RELATIONSHIP AND OTHER MATTERS

10 Types of Employment

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.

10.1 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 more flexible rostering.

10.2 Part-time employment:

- a. A part-time employee shall mean an employee who is employed to work ordinary hours of less than 38 hours each week or less than an average of 38 hours per week over a roster cycle.
- b. A written agreement specifying the hours to be worked each day, days to be worked and commencement and finishing times will be provided on commencement of part-time employment. Any variation to the regular pattern of work must be agreed and recorded in writing.
- c. A part time employee may request to work an additional shift that is in addition to their ordinary shifts and be paid at ordinary rate of pay so long as the part time employee does not exceed 38 hours' work in that week and is only requested on an irregular basis.
- d. A part time employee who is requested by the Employer to work an additional shift that is in addition to their ordinary shifts will be paid in accordance with clause 27.
- e. All time worked in excess of the rostered shift length specified in accordance with clause 10.2 (b) and (c) will be overtime and paid as overtime and paid in accordance with clause 27.
- f. A part-time employee is entitled to receive remuneration, leave and other paid entitlements, on a pro rata basis to a full-time employee employed for 38 hours per week for that classification, according to the number of hours worked.
- g. The minimum shift length for a part-time employee will be four (4) consecutive hours.
- h. 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.

10.3 Casual employment:

- a. A casual employee is an employee who is engaged and paid as such 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 1/38th of the wage rate set out in Schedule 1 for the relevant classification plus:
 - I. 25% loading on base rate for all work on weekdays;

- II. 75% loading on base rate for work on weekends; and
 - III. 100% loading on base rate for work on public holidays.
- d. The casual loadings in (c) are paid instead of any weekend or public holiday rates that would otherwise apply under the Award.
 - e. Casual employees are not entitled to paid personal leave, compassionate leave, parental leave (except for eligible casuals), annual leave, public holidays, notice of termination or redundancy pay.

11 Hours of work

- 11.1 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.
- 11.2 Full time and part time employees will be rostered to work in accordance with clauses 10 and 25.

12 Probationary Period

All new employees (other than casuals) will commence employment with a six (6) 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.

13 Notice of termination

13.1 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:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
Over 5 years	4 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.
 - c. Payment in lieu of the notice 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.
 - d. 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.
 - e. 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.
- ### 13.2 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 an 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 fails to give notice the Employer may request the employee's express written authorisation to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice not worked.

13.3 Time off during notice period

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.

14 Redundancy

14.1 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.

14.2 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 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.

14.3 Severance pay

In addition to the period of notice prescribed for termination in Clause 13 "Notice of Termination by Employer", an employee whose employment is terminated by reason of redundancy must be paid, subject to any further order of the Fair Work Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

14.4 Week's pay means the base rate of pay for the employee's ordinary hours of work.

14.5 Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her 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 the circumstance the employee will not be entitled to payment in lieu of notice.

14.6 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 section 120 and section 122 of the Act.

14.7 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 he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

14.8 Superannuation benefits

- a. Subject to further order of the Fair Work Commission where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under 14.3 hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to Employer contributions only.
- b. If this superannuation benefit is greater than the amount due less than 14.3 hereof then he or she shall receive no payment under that clause.

14.9 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, apprentice or employee engaged for a specific period of time or for specific task or tasks.

14.10 Employers exempted

Subject to an order of the Fair Work Commission, in a particular redundancy case, this clause shall not apply to Employers who employ less than fifteen employees.

14.11 Incapacity to pay

An Employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the Employer's incapacity to pay.

CLASSIFICATION & WAGES

15 Classifications Definitions

15.1 Operational Employees

- a. Patient Transport Officer (PTO)/Clinical Transport Officer (CTO) have 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 1 (ATA 1) is an employee working in the position of Ambulance Transport Attendant (ATA) who has completed:
 - A Diploma of Paramedical Science (Ambulance) other equivalent qualification for ATA recognised by the Employer, and
 - completion of a minimum of 400 hours operational stretcher experience under the direct supervision of a clinical instructor, and
 - successful completion of required clinical placements and a Clinical Skills Assessment (e.g. Stage 8):

The principle duties include assessment, treatment, care and transport of non-emergency patients in a pre-hospital setting

- c. Ambulance Transport Attendant 2 (Ambulance Officer) (ATA 2 AO) is an employee working in the position of Ambulance Transport Attendant who has either completed
 - a Bachelor of Health Science Degree (Paramedic) and successful completion of required clinical placements and a Clinical Skills Assessment, or
 - other equivalent qualification for AO recognised by the Employer, and
 - successful completion of required clinical placements and a Clinical Skills Assessment

The principle duties include assessment, treatment, care and transport of non-emergency patients in a pre-hospital setting.

- d. Ambulance Transport Attendant 3 (Registered Nurse) (ATA 3 RN) is an employee working in the position of Ambulance Transport Attendant who is
 - A Registered Nurse (as defined) and who has completed an appropriate bridging course for practice in the non-emergency patient transport sector.

The principle duties include assessment, treatment, care and transport of non-emergency patients in a pre-hospital setting.

- e. Clinical Instructor (CI) has completed a Certificate IV in Training and Assessment and provides clinical training to employees. A CI must have previously worked either:
 - on a full-time basis for an emergency Ambulance service for at least 18 months as an Ambulance Paramedic, or
 - have worked as an Ambulance Attendant with a non-emergency patient transport service.
- f. Area Leader (AL) is an employee who is eligible to work as an ATA and has been appointed to supervise and coordinate operations for a designated geographic area of non-emergency transport.
- g. Control Room Administrator (CRA) is an employee who has been trained to take non-emergency telephone calls and transportation requests and dispatches work to rostered crews.

15.2 Non-Operational Employees

- a. Administration Officer 1 is a non-operational employee who undertakes clerical duties, prepares routine documentation, organises office supplies, performs basic work 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 such as sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and 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 the purchasing and procurement functions or takes responsibility for checking the work of other staff.

16 Rates of Pay

- 16.1 Ordinary weekly and hourly rates of pay are contained in Schedule 1. Rates of pay in Schedule 1 have been increased by 2.9% (effective the first full pay cycle after 1 July 2014).
- 16.2 Ordinary weekly rates for the ATA classifications incorporate the Continuing Education Program Allowance Units 1-7 as stipulated in the Award.

17 Wage Rate Increases

- 17.1 Employee rates of pay will be adjusted in accordance with Schedule 1 of this Agreement. Payment adjustments will be made from the first pay cycle commencing seven days after the date of approval by the Fair Work Commission.
- 17.2 Future increases will take effect in the first full pay cycle after 1 July, commencing 2015, and will be adjusted by the amount published in the ABS Consumer Price Index for All Groups CPI, weighted average of eight capital cities, based on annual percentage increase of the preceding March quarter.

18 Payment of wages

All wages will be paid fortnightly, by electronic funds transfer into a bank account nominated by an employee. Pay day is Thursday after the completion of the rostered fortnight ending on the Sunday at midnight. Shifts commenced prior to midnight Sunday will be included.

19 Accident Make Up Pay

- 19.1 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 Accident Compensation Act 1985 (Vic). Accident make up pay is payable for a period of 39 weeks in respect on any one injury.
- 19.2 Accident make up pay is the difference between the weekly payments of compensation under the above named act and the employee's weekly rate of pay averaged out over the previous twelve months.

20 Evening and Night allowance

All hours of work performed by employees which occur between 18:00 hours and 22:00 hours will entitle the employee to an additional payment of \$5.00 per hour or part thereof and all hours of work which occur between 22:00 hours and 07:00 hours will entitle the employee to an additional payment of \$7.00 per hour or part thereof.

21 Weekend rate of pay

All 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.

22 Travel allowance

- 22.1 An employee required to travel on duty is entitled to be reimbursed for all reasonably incurred expenses of fares, meals and accommodation.
- 22.2 An employee required to report for duty to a workplace, other than that to which the employee is normally rostered or posted; 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
- 22.3 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 \$0.76 per kilometre. Where possible the employee will use a business vehicle for travel.
- 22.4 If required to use their own motor vehicle in connection with the Employer's business the employee will be reimbursed at the rate of \$0.76 per kilometre.
- 22.5 Provided that clause 22 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.

23 Living away from home allowance

- 23.1 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 (1) nights' stay in another location. Meal allowances are:
 - Breakfast \$14.19
 - Lunch \$28.38
 - Dinner \$42.57
 - Total meal allowance claimable per nights' stay \$85.14
 - b. travel allowance in accordance with clause 22
 - c. reasonable accommodation provided by the Employer
- 23.2 Employees in receipt of a meal allowance under this clause are not entitled to a meal allowance under clause 28.3.
- 23.3 Employees required to live away from home, other than during a period of training, are entitled to be paid an allowance of \$18.68 per night. This is to cover incidentals such as laundry services.
- 23.4 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 normal posted base

24 Rosters

- 24.1 Rosters will show employee workplace, rostered days on and days off, start and finish times, and any on call periods over a period of 28 days. Rosters will be posted 28 days in advance of the rostered period.
- 24.2 Non-operational Employees will work their ordinary hours of work on the basis of a roster to be agreed and approved by the Employer.
- 24.3 For incidents of sickness of an employee or other unforeseen circumstances, an Employee may be asked to change a shift at short notice.

25 On-call rosters

- 25.1 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 \$6.00 per hour or part hour.
- 25.2 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 at the rate of double time for such period(s) of duty with a minimum payment of 3 hours per call, for the time so worked in any period during which the employee is on-call, provided that 3 hours has elapsed from the commencement of the previous call.
- 25.3 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.
- 25.4 An employee will be free from on call duty:
 - a. every second weekend; and

- b. for at least eight days in each 14 consecutive days
- 25.5 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 25.6 below
- 25.6 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.
- 25.7 Except on weekends, public holidays or in cases of emergency, an employee will not be rostered on call between 9.00 am and 5.00 pm.
- 25.8 An on-call roster shall not require an employee to be on-call for a period of less than six hours except by mutual consent between the Employer and the employee concerned.

26 Overtime - Reasonable Additional Hours

- 26.1 Subject to the provisions of clause 27.3, employees may be requested to work reasonable additional hours per week to meet the operational requirements of the organisation.
- 26.2 The Employer may request an employee to work reasonable additional hours. An employee may refuse to work additional hours if they are unreasonable
- 26.3 Reasonable additional hours shall be in accordance with the provisions of the Act. Therefore in determining whether the additional hours that an employee is requested by the Employer to work are reasonable the following factors are relevant:
 - a. any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - b. the employee's personal circumstances (including family responsibilities);
 - c. the operational requirements of the workplace in relations to which the employee is required or requested to work the additional hours;
 - d. whether the employee is entitled to overtime payment, penalty rates or other compensation for, or a level of remuneration, that reflects an expectation of working additional hours;
 - e. any notice given by the Employer of the requirement or request that an employee work additional hours;
 - f. any notice given by the employee of the employee's intention to refuse to work the additional hours;
 - g. the usual patterns of work in the industry, or part of the industry in which the employee works;
 - h. the nature of the employee's role and level of responsibility;
 - i. whether the additional hours are in accordance with the averaging hours terms provided for in the Agreement;
 - j. any other relevant matter.

Note: An employee and the Employer may agree that the employee may take breaks during any additional hours worked by the employee.

- 26.4 Rates of pay for Overtime will be based on ordinary rates of pay and paid as follows:
 - a. Time and one half for the first two (2) hours and double time thereafter for any work that exceeding the number of hours fixed as a day's, week's or fortnight's work;
 - b. Double time for overtime work done on Saturdays and Sundays;
 - c. Double time and a half for all overtime work done on public holidays;
 - 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.
- 26.5 Rest period after overtime
 - a. Overtime should be arranged so that an operational 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 operational 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 26.5 c is then entitled to be released from duty under clause 26.5 b.
- e. The provisions on rest periods after overtime do not apply where an employee initiates a roster change.

27 Meal Breaks

- 27.1 Operational employees are entitled to a 30 minute paid meal break for each rostered shift and such break will be provided no later than 5 hours from commencement of shift.
 - 27.2 Operational employees are entitled to two (2) 30 minute paid meal breaks when rostered to shifts in excess of 10.5 hours.
 - 27.3 An Operational employee is entitled to a meal allowance of \$14.19 on each occasion of the taking of a meal break to compensate for purchasing a meal away from the employee's branch or usual place of work, except when a meal has been provided by the Employer.
 - 27.4 An Operational employee required to work for more than five consecutive hours without receiving a meal break, is entitled to an allowance of \$3.75.
 - 27.5 An Operational employee called back to duty before having consumed a meal during a meal break, is entitled to one spoiled meal allowance of \$14.19 in any shift. The employee may be required to present satisfactory evidence of such spoilage to the Employer.
 - 27.6 An Operational employee required to work overtime for more than two hours beyond the employee's normal finishing time, is entitled to an overtime meal allowance of \$17.74.
 - 27.7 The meal allowances in this clause shall be adjusted for increased costs of meals in accordance with any annual increases to expenses-related allowances issued by the Fair Work Commission for the Award.
-

28 Rest Breaks

Where practical, employees are entitled to two 10 minute rest breaks each day, counted as time worked, as follows:

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

29 Shift lengths and maximum number

- 29.1 Shift length
 - Rostered shifts will normally be between 5 and 12 hours duration. Shift lengths shorter than 5 hours will be allocated only on a mutually agreed basis.
- 29.2 Maximum number of consecutive shifts
 - a. No employee will be rostered to work more than 10 shifts consecutively or in the case of 12 hour shifts no more than 2 shifts on consecutive days.
 - b. Any employee, who agrees to work more than twelve consecutive shifts without 24 hours off duty, will be paid for the thirteenth and any further consecutive shift worked at the rate of triple time until 24 hours off duty is provided.
- 29.3 Rest breaks between shifts
 - a. Rostered shifts must provide for a minimum of ten (10) consecutive hours' break between each shift.

- b. An employee who works so much overtime between rostered shifts such that he/she 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.

Types of leave and Public Holidays

30 Public Holidays

- 30.1 An employee shall be entitled to the following holidays without loss of pay:
 - a. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
 - b. Australia Day, ANZAC Day, Sovereign's Birthday, Labour Day; and
 - c. Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality
- 30.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December
- 30.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December
- 30.4 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.
- 30.5 A day declared or proclaimed by the State of Victoria to be a public holiday other than those set out in clause 30.1 will be observed as a public holiday.
- 30.6 By agreement between the Employer and a majority of employees in the business or section, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- 30.7 Where an employee works on a public holiday the employee will be paid at double time and a half for all hours worked.

31 Personal/Carer's Leave

Personal/Carers leave is provided for in the NES. This clause contains additional provisions.

- 31.1 12 days of paid personal leave will be available to full time employees
- 31.2 Part time employees will accrue days on a pro-rata basis.

32 Compassionate leave

Compassionate leave is provided for in the NES.

33 Community service leave

Community service leave is provided for in the NES.

34 Jury Service

Jury service is provided for under the NES and the Victorian Juries Act 2000.

35 Long Service Leave

- 35.1 Employees are entitled to Long Service Leave in accordance with the provisions of the Victorian Long Service Leave Act 1992, as amended from time to time, including;
- a. 13 weeks on the completion of 10 years continuous employment;
 - b. 1.3 weeks for every additional completed year of continuous employment after 10 years;
 - c. An entitlement to pro rata long service leave after 10 years
- 35.2 If an employee's employment is ended and the employee has completed at least seven (7) 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.
- 35.3 Where an employee who has completed at least seven (7) 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.
- 35.4 Long Service leave shall exclude any public holiday occurring during the period when the leave is taken
- 35.5 An employee may request his or her 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.
- 35.6 Casual employees are entitled to Long Service Leave in accordance with the provisions of the Victorian Long Service Leave Act 1992.
- 35.7 In addition to the provisions of the Victorian Long Service Leave Act 1992 employees are entitled to the following more favourable benefits:
- a. An additional 1.3 weeks on top of the 1.3 weeks accrued for each year of service between 10 and 15 years of service.
 - b. An additional .43 weeks 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 ten years of service and whose employment terminates, such amount of long service leave as equals one thirtieth of the period of service.

36 Parental leave

Parental leave is provided for in the NES.

37 Annual leave

- 37.1 Except for casual Employees, Employees are entitled to paid annual leave of four (4) weeks for each year of service. Employees who fall within the definition of shift worker in the Award will be entitled to an additional week of leave. For the purposes of the additional week, a shift worker is defined as an employee who:
- a. is regularly rostered over seven days a week; and
 - b. is regularly rostered to work on Sundays and public holidays
- 37.2 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.
- 37.3 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.
- 37.4 Annual leave loading of 17.5% of ordinary pay will be paid on all annual leave.
- 37.5 Prior to commencing 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.

- 37.6 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 4 weeks before the intention to take such leave. Lesser notice may be given by mutual agreement between the Employer and the employee
- 37.7 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.
- 37.8 The Employer may direct an employee to take excessive annual leave however a minimum of 8 weeks' notice will be given.
- 37.9 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.
- 37.10 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.
- 37.11 On termination of employment an employee will be paid out any outstanding accrued annual leave entitlements including leave loadings.

Other Terms and Conditions

38 Skills Maintenance

- 38.1 The Employer will provide annual training in accordance with the Non-Emergency Patient Transport Regulations, 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 by those employees required to perform these skills.
- 38.2 The Employer will provide each employee with 1 day (eight hours of paid time) for training and accreditation each year.

39 Clinical Instructors

Employees performing the function of Clinical Instructor as directed by the Employer will be paid an allowance of \$3.00 per hour in addition to their normal hourly rate, including overtime hours. This allowance is only payable whilst performing these actual duties.

40 Uniforms

- 40.1 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.
- 40.2 It is the sole responsibility of the employee to launder as appropriate, all uniform items supplied to them.
- 40.3 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 them to contribute to part or all of the cost of replacement of the item(s).

- 40.4 The Employer will reimburse an operational employee up to \$80 every twelve (12) months for the cost of purchasing appropriate footwear. At least 12 months must have elapsed prior to a new claim being submitted.
- 40.5 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.
- 40.6 Employees must provide an original receipt when applying for reimbursement.
- 40.7 All items of uniform (excluding footwear) remain the property of the Employer and must be returned should the employee cease employment.
- 40.8 Each vehicle and/or base will be equipped with personal protective equipment as appropriate.

41 Salary Packaging

- 41.1 The wages specified in Schedule 1 may be salary packaged in accordance with the Employer's status as a not-for-profit entity.
- 41.2 Salary packaging is not available to casual Employees.
- 41.3 The Employer's policy, procedure or eligibility on Salary packaging may change at its discretion at any time.

42 Health and Safety

- 42.1 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 relevant Act, including determining the Designated Work Groups (DWGs) in accordance with the Act.
- 42.2 Health and Safety representatives (HSR's) will be released for training in an accredited Occupational Health and Safety course. This training will be conducted in paid work time.
- 42.3 All employees will review, be familiar with and abide by the OH&S rules relating to the workplace as per the Employer induction program and updates as issued from time to time.

43 Transition arrangements

- 43.1 Operational changes relating to rostering brought about in this agreement will be transitioned in within 3 months of the effective operating date of this agreement.

44 Classification


- 44.1 The Employer will assign each employee to a position classification as defined in clause 15, and to a pay classification in Schedule 1 based on their job, skills and years of experience with RFDS and its predecessor employer.
- 44.2 Changes to pay rates will take effect as per clause 17.1.
- 44.3 Each employee will receive either
 - a. a 2.9% increase to their existing actual pay rate, or
 - b. the rate of pay assigned to their classification in Schedule 1, whichever is the greater amount.

- c. Annual increases to employee's wage rates, based on the CPI, as per clause 17.2, will apply on the employee's then existing actual pay rate or the rate of pay assigned to their classification in Schedule 1, adjusted by the CPI increases, whichever is the greater amount.

Executed as an Agreement.

Signed for and on behalf of the parties as follows:

Royal Flying Doctor Service Victoria



Name:

Tim Scott

Date:

30 / 06 / 2014
Level 1, 548 Bridgeway Rd
Richmond VIC 3121

Signed for and on behalf of the
Employees

Name:

Basis of authority to sign:

Date:

Signed for and on behalf of:
The Australian Nursing and Midwifery
Federation (Victorian Branch)



Name:

Paul Gilbert

Title:

Assistant Secretary ANMF (Vic Branch)

Address:

540 Elizabeth Street, Melbourne Vic 3000

Date:

16 July 2014


- c. Annual increases to employee's wage rates, based on the CPI, as per clause 17.2, will apply on the employee's then existing actual pay rate or the rate of pay assigned to their classification in Schedule 1, adjusted by the CPI increases, whichever is the greater amount.

Executed as an Agreement.

Signed for and on behalf of the parties as follows:

Royal Flying Doctor Service Victoria

Name:

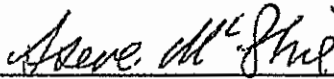

Tim Scott Level 1, 548 Bridge Rd

Date:

30 | 06 | 2014 Richmond VIC 3121

Signed for and on behalf of the
Employees

Name:


STEVE MCGHIE

Basis of authority to sign:

GENERAL SECRETARY UNITED VOICE AMBULANCE
SECTION

Date:

4 | 7 | 14

Address : 117-131 CAPEL ST
NORTH MELBOURNE
VIC 3051


- c. Annual increases to employee's wage rates, based on the CPI, as per clause 17.2, will apply on the employee's then existing actual pay rate or the rate of pay assigned to their classification in Schedule 1, adjusted by the CPI increases, whichever is the greater amount.

Executed as an Agreement.

Signed for and on behalf of the parties as follows:

Royal Flying Doctor Service Victoria

Name:


Tim Scott

Level 1, 548 Bridge Rd

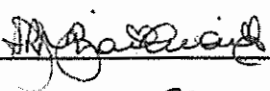
Date:

30 / 06 / 2014

Richmond VIC 3121

Signed for and on behalf of the
Employees

Name:


STEPHEN BRAITHWAITE

Basis of authority to sign:

EMPLOYEE BARGAINING REPRESENTATIVE.

Date:

04 / 07 / 2014.

ADDRESS:

191 TYLER ST

PRESTON VIC 3072

SCHEDULE 1 – RATES OF PAY

- The allowances for meals, travel and living away from home shall be increased in line with the Award the timing of which is usually the first full pay period after 1 July each year.
- Where an employee undertakes multiple roles, the employee's pay rate will be applied for hours worked in each role as per Schedule 1.
- Note: ATA 2 AO pay rates in the table include the AO skill allowance and ATA 3 RN pay rates in the table include the RN skill allowance.

HOURLY				
Classification	First Year of EA 2014			
	Year 1	Year 2	Year 3	
	\$	\$	\$	
PTO	22.21	22.36		
ATA 1	24.95	26.28	27.59	
AO Skill Allowance	2.32	2.32	2.32	
ATA 2 AO	27.27	28.60	29.90	
RN Skill Allowance	3.70	3.70	3.70	
ATA 3 RN	28.66	29.99	31.29	
AL	27.20	28.65	30.07	
AL 2 AO	29.51	30.96	32.39	
AL 3 RN	30.90	32.35	33.77	
CRA	24.39	25.57		
Admin 1	21.51			
Admin 2	24.40			
Admin 3	25.57			
Admin 4	27.09			
WEEKLY				
Classification	First Year of EA 2014			
	Year 1	Year 2	Year 3	
	\$	\$	\$	
PTO	844.08	849.69		
ATA 1	948.22	998.67	1,048.32	
AO Skill Allowance	87.98	87.98	87.98	
ATA 2 AO	1,036.20	1,086.64	1,136.30	
RN Skill Allowance	140.77	140.77	140.77	
ATA 3 RN	1088.99	1139.43	1189.09	
AL	1,033.56	1,088.54	1,142.67	
AL 2 AO	1,121.54	1,176.52	1,230.65	
AL 3 RN	1,174.33	1,229.31	1,283.44	
CRA	926.74	971.67		
Admin 1	817.22			
Admin 2	927.04			
Admin 3	971.53			
Admin 4	1,029.24			