

Gomed (VIC) Pty Ltd T/as

ABN: 60 066 927 991



Collective Employment Agreement

**GOMED PTY LTD TRADING AS PARAMEDIC SERVICES VIC
EMPLOYMENT AGREEMENT 2009**

This Agreement is an employee collective Agreement in accordance with s327 of the Workplace Relations Act 1996 (the Act).

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PART 1 – APPLICATION AND OPERATION

1. PARTIES AND COVERAGE

The parties and coverage of this Agreement are PSV and all of its employees other than managers and administrative staff.

2. COMMENCEMENT AND NOMINAL EXPIRY DATE

This Agreement will commence once it is approved by the employees and lodged as required by the Act. The nominal expiry date of this Agreement is 5 years from its lodgement date.

3. DEFINITIONS

In this Agreement:

- (a) **Act** means the *Workplace Relations Act 1986* as amended from time to time.
- (b) **Ambulance Attendant (AA)** is an employee who has completed the Induction Program in Non-Emergency Patient Transport at Monash University or other equivalent course, and who provides care and transport of non-emergency patients. An AA is qualified to provide a more advanced level of care and treatment to patients than a Patient Transport Officer.
- (c) **Award** means the Ambulance and Patient Transport Victorian Common Rule Declaration 2006 as at the date of this Agreement.
- (d) **Parent Award** means the Ambulance Services and Patient Transport Employees Award, Victoria 2002.
- (e) **Patient Transport Officer (PTO)** is an employee who has completed a Certificate Level 3 in Health (Non Emergency Transport) or equivalent qualification and who provides basic care and transport of non emergency patients.
- (f) **PSV** means Gomed Pty Ltd trading as Paramedic Services Vic.

PART 2 - EMPLOYMENT RELATIONSHIP

4. TYPES OF EMPLOYMENT

PSV may employ employees on a full-time, part-time or casual basis. At the time of engagement, PSV will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. The type of employment of an employee may be changed after commencement by agreement between PSV and the employee concerned.

5. FULL-TIME EMPLOYMENT

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee.

6. PART-TIME EMPLOYMENT

6.1 A part-time employee is an employee:

- (a) who works less than full-time hours of 38 per week or less than an average of 38 hours per week spread over a roster cycle; and
- (b) works a regular number of shifts per roster cycle.

6.2 A written agreement specifying the hours to be worked. Any variation to the hours must be agreed and recorded in writing.

- 6.3 All time worked in excess of the hours specified in accordance with the preceding sub-clause for a day or a week or a fortnight's work and agreed between PSV and employee will be overtime and paid in accordance with clause 15 of this Agreement.
- 6.4 A part-time employee is entitled to receive remuneration, leave and other paid entitlements, on a pro rata basis to a full-time employee employed for 38 hours per week for that classification (1/38th), according to the number of hours worked.

7. CASUAL EMPLOYMENT

7.1 A casual employee is an employee engaged as such. For the removal of doubt, a casual employee includes an employee who does not have regular hours of work and only works those shifts that they have specified that they are available to work and for which PSV has work available. Subject to this Agreement, a casual employee can work any number of hours per week.

7.2 Rates for casual staff

A casual employee will be paid at the ordinary time rate per hour for the relevant classification level, plus:

- (i) 25% for all work on week days;
- (ii) 75% for all work on Saturdays and Sundays;
- (iii) 100% for all work on public holidays as defined in clause 19 - Public Holidays.

The casual loadings in this sub-clause are instead of any weekend or public holiday penalty rate that would otherwise apply under this Agreement.

7.3 Overtime

If a casual employee works more than the rostered hours on a given day, the excessive hours are to be treated and paid at either the rates in the previous sub-clause or as overtime in accordance with clause 15, whichever is greater.

PART 3 - SALARIES AND ALLOWANCES

8. WAGE RATES FOR CLASSIFICATIONS

8.1 Employees are entitled to be paid the following minimum ordinary time rates of pay:

Classification	Hourly Rate
Ambulance Attendant	
Year 1	\$19.65
Year 2	\$19.81
Year 3	\$19.83
Patient Transport Officer	
Year 1	\$18.37
Year 2	\$18.52
Year 3	\$18.63

On each of the 1st, 2nd, 3rd, and 4th anniversaries of this Agreement, the minimum ordinary time rates under this Agreement at that time will be increased by 2.5%.

- 8.2 Notwithstanding anything in clause 8.1, an employee will be paid at least the applicable minimum hourly rate for their classification under the Australian Fair Pay and Condition Standard Pay Scale derived from the Ambulance Services and Patient Transport Employees Award, Victoria 2002.
- 8.3 If the applicable Pay Scale is replaced by minimum pay rates in a modern award made under the *Fair Work Act 2009*, the minimum pay rates in the applicable modern award will apply instead of the Pay Scale rates for the purposes of clause 8.2.

9. PROGRESSION WITHIN A CLASSIFICATION

- 9.1 After twelve months' service at a particular salary point in a classification, an employee shall be eligible for progression to the next salary point in that classification if the employee has:
- (a) acquired and used new or enhanced skills, experience and knowledge within the ambit of the classification and in accordance with the priorities of PSV;
 - (b) undertaken relevant in-service or refresher training as required and provided by PSV from time to time; and
 - (c) given satisfactory performance over the preceding twelve months.

10. ALLOWANCES

10.1 Operational crewing allowances

An employee required to undertake and perform operational stretcher duties as a single officer crew is entitled to an allowance of:

- (a) \$11.42 for an eight hour shift; and
- (b) a pro rata amount for any period in excess of eight hours.

10.2 Uniform and protective clothing

PSV will provide each employee with a uniform or reimbursement for the cost of the required uniform, which the employee is required to wear at all times while on duty. Such clothing will only be used in the course of employment, will remain the property of PSV and will be repaired and replaced by PSV as and when reasonably necessary.

10.3 Shift allowance

Employees who work rostered hours of ordinary duty between 1800 and 0600 will be paid an additional amount for each hour worked during that period as follows:

1800-MN	\$4.50 per hour
MN-0600	\$7.50 per hour

10.4 Higher duties

An employee who is required to perform duties of a higher classification, will be paid at the rate applicable to the higher classification including for paid leave or any public holiday(s) which occur during the period when the higher duties are

being performed. Employees will not be required to fill a vacant position in an acting capacity for more than three months.

PART 4 - HOURS OF WORK

11. HOURS OF WORK

11.1 Ordinary hours

Ordinary hours of work for all full-time employees shall be 38 hours per week or an average of 38 hours per week spread over the employee's roster cycle.

11.2 Maximum Shift Length

The maximum ordinary hours in a shift will be 12 consecutive hours.

11.3 Minimum Shift Length and Payment

The minimum ordinary hours in a shift will be three consecutive hours. If an employee works a shift of less than three hours, the employee will be paid for a minimum of three hours.

12. MAXIMUM CONSECUTIVE SHIFTS

12.1 No employee will be required to work more than ten consecutive shifts without 24 hours off duty.

12.2 Any employee who agrees to work more than twelve consecutive shifts without 24 hours off duty), will be paid for the thirteen and any further consecutive shift worked, at the rate of treble time until 24 hours off duty is provided. Provided that this sub-clause shall not apply where an employee works for up to one hour beyond the finishing time of his/her normal rostered shift for the purpose of completing a case which commenced during that shift.

13. METHODS OF ARRANGING HOURS OF WORK

Rosters

- (a) Hours of duty will be worked in accordance with rosters which will be posted in a conspicuous place at each workplace at least 14 days in advance.
- (b) The roster will show periods of duty of up to 28 days.
- (c) Rosters will show time of commencing and finishing duty and time off, on a continuing basis; and where possible approved leave periods as determined in accordance with the provisions of Part 5- Types of leave and public holidays of this Agreement.
- (d) For incidents of sickness of an employee or other unforeseen circumstance, the duty periods prescribed by the roster may be temporarily altered by displaying a notice to that effect.

14. SATURDAY AND SUNDAY

All rostered time of ordinary duty worked by full-time or part-time employees between midnight on Friday to midnight on Sunday will be paid for at the rate of time and one half.

15. OVERTIME

15.1 Requirement to work reasonable overtime

- (a) Subject to the provisions of clause 15.1(b), PSV may require an employee to work reasonable overtime at overtime rates of pay.

- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise.
 - (iv) the notice (if any) given by PSV of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

15.2 Overtime rates

The following overtime rates will be paid for overtime done by full-time and part-time employees:

- (a) time and a half for the first two hours and double time thereafter, for any work exceeding the number of hours fixed as a day's, week's, or fortnight's 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 twelve hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding rostered period of duty.

15.3 Rest period after overtime

- (a) Overtime should be arranged so that an employee has at least eight consecutive hours off duty between the work of successive days.
- (b) An employee working overtime, who does not have at least eight consecutive hours off duty between workdays, will be released until the employee has had eight 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 eight consecutive hours off duty, will be paid at double time until released from duty for such period.
- (d) The employee in clause 15.3(c) is then entitled to be released from duty under 15.3(b).
- (e) The provisions on rest periods after overtime in clause 15.3(a) to 15.3(c) do not apply where an employee initiates a roster changes.

15.4 Time off instead of payment for overtime

- (a) Despite clause 15.1 an employee may choose, with the consent of PSV, to take time off instead of payment for overtime at a time or times agreed with PSV. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.

- (c) If requested by an employee PSV must within a fortnight of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

For example: Jodie is a full-time employee. Her ordinary rate of pay is \$10 per hour. She works three hours overtime on Wednesday.

Jodie's pay	=	(8 hours at normal rate) + (3 hours overtime)
	=	(8 hours) + (2 hours x 1.5) + (1 hour x 2)
	=	8 + (3 + 2)
	=	13 hours pay

Jodie's employer must give her 13 hours pay. Alternatively Jodie and her employer may agree, in writing, to Jodie taking some or all of the "5 hours overtime pay" as time off instead.

16. MEAL BREAKS AND REST BREAKS

16.1 Meal breaks

Employees are entitled to a meal break of not less than 30 minutes during each shift, not counted as time worked.

16.2 Rest breaks

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

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

16.3 Meal allowances

- (a) An employee is entitled to a meal allowance of \$12.10 per shift to compensate for the cost of purchasing a meal away from a PSV branch or usual place of work except where a meal has been arranged by PSV.
- (b) The meal allowances in this sub-clause will be adjusted for increased costs of meals, taking into account the Take Away Food Index for Melbourne as determined by the Australian Bureau of Statistics.
- (c) No Meal Allowance paid if an employee elects and is granted permission to cease duty 30 minutes prior to their rostered finish time.

PART 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

17. PERSONAL LEAVE

17.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees. In some cases, casual employees may have entitlements to unpaid personal leave under the Act.

17.2 Amount of paid personal leave

- (a) Paid personal leave will be available to an employee when they are absent due to:
 - (i) personal illness or injury (sick leave); or
 - (ii) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

- (iii) because of bereavement on the death of an immediate family or household member (bereavement leave).
- (b) The amount of personal leave to which an employee is entitled depends on how long he or she has worked for PSV and accrues as follows:
 - (i) 96 hours plus bereavement leave of 4 days will be available in the first year of service;
 - (ii) 112 hours plus bereavement leave of 4 days will be available per annum in the second, third and fourth years of service.
 - (iii) 168 hours plus bereavement leave of 4 days will be available per annum in the fifth and subsequent years.
- (c) In any year unused personal leave accrues by the lesser of:
 - (i) 96 hours in the first year, 112 in the second, third and fourth year and 168 for the fifth and subsequent years less the amount of sick leave and carer's leave taken during the year; or
 - (ii) the balance of that year's unused personal leave.

17.3 Immediate family or household

The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household.
- (c) The term immediate family includes:
- (d) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (e) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

17.4 Sick leave

- (a) An employee is entitled to use up to 96 hours in the first year, 112 in the second, third and fourth year and 168 for the fifth and subsequent years of the current year's personal leave entitlement as sick leave.
- (b) An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.
- (c) An employee may be absent through sickness for single day without furnishing evidence on not more than three occasions in any one year. Where single day absences are not taken for a period of five years, an additional forty hours sick leave shall be added to the employee's accrued entitlement.
- (d) An employee must notify the person in charge of the workplace one hour prior to the rostered time of commencing duty or as soon as practicable after that time, that he/she will be absent due to sickness and is required to furnish evidence satisfactory to PSV that non attendance was due to personal ill health or accident, within forty eight hours. Evidence will include a sworn statement/statutory declaration signed by the employee or medical certificate issued by a legally qualified medical practitioner.

17.5 Bereavement leave

- (a) An employee is entitled to use up to 4 days personal leave as bereavement leave in any one year.
- (b) Proof of death or in the case of serious illness, dependence for care for such relation shall be furnished by the employee to the satisfaction of PSV

17.6 Carer's leave

- (a) An employee is entitled to use up to ten days personal leave each year as carer's leave.
- (b) The employee shall, wherever practicable, give PSV notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify PSV by telephone of such absence at the first opportunity on the day of absence.
- (c) An employee may take unpaid carer's leave by agreement with PSV.

18. ANNUAL LEAVE

18.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

18.2 Entitlement/period of leave

An employee is entitled to four weeks annual leave on ordinary pay. Annual leave accrues on a pro rata basis and is cumulative.

18.3 Additional leave for seven day shift employees

- (a) A seven day shift employee rostered to work regularly on Sundays and public holidays, is entitled to an additional week's leave including non-working days.
- (b) An employee with one year's continuous employment, who is engaged for part of the yearly period as a seven day shift employee, is entitled to have the period of four weeks' annual leave increased by half a day for each month the employee is continuously engaged on shift work.

18.4 Illness during annual leave

Where an employee who works on continuous straight day shifts, becomes sick during annual leave for a continuous period of not less than five days or 40 hours on which the employee would otherwise have worked, or a 24 hours rotating shift employee becomes sick whilst on annual leave for not less than five consecutive days, and immediately forwards to PSV, a certificate of a legally qualified medical practitioner, then the number of days not less than five or 40 hours specified in the certificate, shall be recredited to the employee's annual leave entitlement.

18.5 Public holiday during annual leave

If a prescribed public holiday to which the employee is entitled to payment under this Agreement or the employee's contract of employment, falls within the period of an employee's annual leave, the period of annual leave will be increased by one day in respect of that public holiday.

18.6 Timing of taking leave

- (a) Annual leave should be taken within six months of leave entitlements accruing at the end of each year of service, unless alternative arrangements are agreed between PSV and employee.

- (b) An employee may on agreement of PSV, take annual leave before the employee has become entitled to the annual leave.
- (c) PSV and employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. PSV may direct an employee to take accrued leave:
 - (i) during periods that PSV shuts down its business or the part of the business in which the employee works; or
 - (ii) up to $\frac{1}{4}$ of an employee's accrued leave if the employee has accrued more than 40 working days leave.
- (d) Annual leave should be taken in four consecutive weeks, or in separate periods with the agreement of PSV and employee.

18.7 Payment for annual leave

- (a) PSV will pay the employee at the time of the normal pay run, unless another method of payment is agreed between PSV and employee.
- (b) Except on termination of employment, payment may only be made to an employee in lieu of annual leave as follows:
 - (i) the employee gives PSV a written election to forgo the amount of annual leave;
 - (ii) PSV authorises the employee to forgo the amount of annual leave; and
 - (iii) PSV pays the employee in lieu of the amount of annual leave at a rate that is no less than the employee's ordinary pay;

However, during each 12 month period, an employee is not entitled to forgo an amount of annual leave credited to the employee that is equal to more than $\frac{1}{26}$ of the nominal hours worked by the employee during the period.

18.8 Ordinary pay means the employee's base hourly rate of pay and in addition, includes over-agreement payments for ordinary hours of work.

18.9 Week means an employee's ordinary working week.

18.10 Payment of annual leave on termination

On termination of employment, an employee:

- (a) will be paid out any outstanding accrued annual leave entitlements;
- (b) regarding any period of employment of less than one year for which annual leave has not been taken or paid, will be paid $\frac{1}{12}$ th of ordinary pay for any such period;
- (c) engaged for part of any year as a seven day shift employee, will be paid in addition to any other amounts due, an amount equal to $\frac{1}{48}$ th of ordinary pay for the period of employment as a seven day shift employee.

18.11 Continuity of service

- (a) For the purposes of calculating annual leave, a year of employment shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave or long service leave;
 - (ii) any interruption or ending of the employment by PSV made with the intention of avoiding annual leave obligations;
 - (iii) any absence of up to fourteen days in the year of employment on account of sickness or accident;

- (iv) any other approved leave;
 - (v) any other absence not involving termination of employment.
- (b) In calculating a year of employment, any absence under clause 18.11(a)(i) to 18.11(a)(iii) are to be counted as part of the year of employment, but any absence under clause 18.11(a)(iv) to 18.11(a)(v) are not to be so included unless the employee serves an additional period equivalent to the period of such absence(s).

18.12 Annual close down

Where PSV intends temporarily to close or reduce the operations of the enterprise for the purposes of allowing annual leave to all or a majority of employees in the enterprise or part of the enterprise, the following provisions apply:

- (a) PSV must give one month's notice in writing of the proposed closedown or in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement;
- (b) an employee entitled to annual leave at the date of closing will be:
 - (i) given the annual leave on and from the date of closing; and
 - (ii) paid 1/12th of ordinary pay for any period of employment after accrual of annual leave and up to but excluding the date of closing.
- (c) any employee not entitled to annual leave at the date of closing, will be:
 - (i) given leave without pay on and from the date of closing; and
 - (ii) paid 1/12th of ordinary pay for any period of employment since commencement of employment or accrual of last period of annual leave (whichever is the latter) up to but excluding the date of closing, together with pay for any public holiday falling within the close down period.
- (d) the next twelve month qualifying period of employment for every such employee will commence on and from the date of closing.

18.13 Annual leave loading

- (a) Employees are entitled to an annual leave loading of 17.5% on all annual leave taken.
- (b) The amount of annual leave loading received for any period of annual leave converted into sick leave, will be deducted from future entitlement to annual leave loading or if the employee is terminated, from termination pay.

19. PUBLIC HOLIDAYS

19.1 Entitlement to prescribed holidays

- (a) A full-time or part-time employee shall be entitled to the following holidays without loss of pay:
 - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
 - (ii) Australia Day, ANZAC Day, Sovereign's Birthday, Labour Day; and
 - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December;

- (c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December;
- (d) When New Years Day or Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.
- (e) Where for Victoria or any locality, public holidays are declared or prescribed on days other than those set out in clause 19.1(a) and 19.1(b) above, those days shall constitute additional holidays.

19.2 Substitution of public holidays by agreement

- (a) By agreement between PSV and a majority of employees in the enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (b) PSV and employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed, as the public holiday in the enterprise or section of the enterprise.

19.3 Absence when rostered on a public holiday

Employees rostered to work on a public holiday and failing to do so, will not be entitled to holiday pay for that holiday.

19.4 Pay for public holidays

- (a) Where a full-time employee is not required to work on a public holiday, the employee is entitled to be paid their ordinary rate of pay for the day.
- (b) Where a full-time or part-time employee is required to work on a public holiday, the employee is entitled to be paid double time and a half for the day.

20. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the Act.

21. LONG SERVICE LEAVE

21.1 Subject to sub-clause 21.2, employees are entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic)*.

21.2 Employees employed at the date of this Agreement, are entitled to long service leave in accordance with the Award.

22. JURY SERVICE LEAVE

22.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

22.2 An employee if required to attend for jury service during ordinary working hours, will be granted leave for jury service and be reimbursed by PSV an amount equal to the difference between the amount paid for jury service attendance and the amount of wages under clause 8 - Wage rates, in respect of ordinary time that would have otherwise been worked.

22.3 The employee will notify PSV as soon as possible of the date the employee is required to attend for jury service.

22.4 The employee will provide PSV with proof and duration of attendance and the amount received for such jury service.

PART 6 – CESSATION OF EMPLOYMENT

23. TERMINATION OF EMPLOYMENT

23.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

23.2 Notice of termination by employer

(a) In order to terminate the employment of an employee, PSV shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week’s notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by PSV making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages 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 instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

23.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of PSV, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

23.4 Time off during notice period

Where PSV has given notice of termination to an employee, an employee shall be allowed up to one day’s 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 PSV.

24. REDUNDANCY

24.1 Entitlement to redundancy pay

An employee is entitled to be paid redundancy pay by PSV if the employee’s employment is terminated:

- (a) at PSV's initiative because PSV no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because PSV ceases to trade.

24.2 Amount of redundancy pay

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Redundancy pay	
Employee's period of continuous service with PSV on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

The amount of redundancy pay is in addition to the period of notice prescribed for ordinary termination in clause 23- Termination of employment.

24.3 Variation of redundancy pay for other employment or incapacity to pay

- (a) This sub-clause applies if:
 - (i) an employee is entitled to be paid an amount of redundancy pay by PSV because of sub-clause 24.1; and
 - (ii) PSV:
 - A obtains other acceptable employment for the employee; or
 - B cannot pay the amount.
- (b) On application by PSV, FWA may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWA considers appropriate.
- (c) The amount of redundancy pay to which the employee is entitled under sub-clause 24.2 is the reduced amount specified in the determination.

24.4 Transfer of employment situations that affect the obligation to pay redundancy pay

- (a) If an employee transfers employment from PSV to a second employer and the second employer recognises the employee's service with PSV, the employee is not entitled to redundancy pay under sub-clause 24.1 in relation to the termination of his or her employment with PSV.

- (b) An employee is not entitled to redundancy pay under sub-clause 24.1 in relation to the termination of his or her employment with PSV (the **first employer**) if:
 - (i) the employee rejects an offer of employment made by another employer (the **second employer**) that:
 - A is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with PSV immediately before the termination; and
 - B recognises the employee's service with PSV, for the purpose of this clause.

24.5 Employees not covered by this clause

This clause does not apply to any of the following employees:

- (a) an employee with less than 12 months continuous service at the date of termination of employment;
- (b) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (c) an employee whose employment is terminated because of serious misconduct;
- (d) a casual employee;
- (e) an employee (including an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

PART 7 - OTHER TERMS AND CONDITIONS

25. ACCIDENT MAKE-UP PAY

Employees are entitled to accident make-up pay in accordance with the Award until such a time as an applicable modern award is made under the *Fair Work Act 2009* and then in accordance with that modern award.

26. DISPUTE SETTLING PROCEDURES

26.1 The procedures to be applied will be as follows:

- (a) The employee and immediate supervisor meeting and conferring on the matter. An employee may have a representative present if desired.
- (b) If the matter is not resolved, it will be referred to senior management. An employee may have a representative present if desired.
- (c) If not resolved, either party may refer the matter to the Australian Industrial Relations Commission for conciliation and arbitration.

26.2 Until the matter is resolved, work will continue normally in accordance with practices and procedures existing before the dispute or grievance arose. Health and safety matters are exempt from this sub clause.

26.3 No party will be prejudiced as to the final settlement by the continuation of work.

26.4 The first three steps of this procedure will take place within seven days.