

37. RESOURCE ALLOCATION

- 37.1 AV must follow the requirements of clause 38 before utilising clause 37.X.
- 37.2 Resources will be allocated to meet service demand. Employees will be required to perform all work they are competent to perform and accept the requirement for flexibility in relation to work arrangements and mobility between work locations to meet the Employer's operational and service delivery requirements.
- 37.3 Where an individual employee has a grievance about whether a transfer in work location is unreasonable having regard to the employee's personal and family circumstances and the requirement for excessive travel to attend work, that employee has access to the procedure in clause 11.

38. FLEXIBLE SHIFTS, SHIFT ALLOCATION AND RELIEVING PARAMEDICS

Summary box detail to be added once clause sorted [subject to change pending final drafting]

- 38.1 This clause details the following obligations and duties:
- (a) Metropolitan Temporary Reserve obligation
 - (b) Roster Cycle Allocation Paramedic duties, including specific arrangements for employees in rural regions
 - (c) Flexible Shift Paramedic duties, including confirmation that employees in rural regions undertake these duties on a voluntary basis only
- and the following related details for each duty:
- (d) operational requirements
 - (e) compensation and allowances
 - (f) shift allocation
 - (g) contact requirements
 - (h) travel
- 38.2 This clause also addresses specific arrangements for employees that decide to accept a secondment in the classifications of:
- (a) Senior Reserve Paramedic;
 - (b) Rural Senior Relieving Paramedic; and
 - (c) Relieving Paramedic, including those appointed to Relieving Paramedic.
- 38.3 For the purposes of clause 38, the following definitions apply:

- (a) **Home Branch** for the purposes of this clause is the location from which an employee is usually allocated to work their rostered hours of work and is the location used for administrative and supervision purposes.
- (b) **Allocated Shift** means a shift that an employee is directed to work by the Employer when rostered to work a Flexible Shift in accordance with clause 38.15;
- (c) **Rostered Shift** is an employee's planned shift that forms part of their ordinary hours of work and/or regular roster;
- (d) **Flexible Shift** occurs when an employee is initially rostered to a Primary Location for a specific time and duration, but can be allocated to an alternate location for operational reasons, (e.g. to fill short-term unplanned shift vacancies). For the avoidance of doubt, a Relieving Paramedic undertakes relieving duties requiring the employee to live away from home in order to relieve another employee's roster and is not required to work Flexible Shifts;
- (e) **Flexible Shift Paramedic (FSP)** means an employee rostered to and undertakes Flexible Shifts in the metropolitan and/or rural regions in accordance with clause 38. For the avoidance of doubt, employees seconded to Senior Reserve Paramedic and Rural Senior Relieving Paramedic undertake Flexible Shift Paramedic duties.
- (f) **Flexible Shift Paramedic Allowance (FSPA)** means an allowance of \$100 per shift paid pursuant to the terms of clause 38. Employees compensated with a Senior Reserve Paramedic or Rural Senior Relieving Paramedic classification are ineligible to receive the Flexible Shift Paramedic Allowance;
- (g) **Commuted Reserve Allowance (CRA)** means an allowance as defined in clause 38.12(a)(iii);
- (h) **Metropolitan Temporary Reserve (MTR)**, previously known a 'Temporary Reserve Paramedic', means the obligation on employees from metropolitan region to undertake Roster Cycle Allocation Paramedic and/or Flexible Shift Paramedic duties in accordance with the terms of clause XXXX;
- (i) **Roster Cycle Allocation Paramedic (RCAP)** means a paramedic that is required by AV to be allocated to a location other than their normal place of work for a roster cycle to meet operational requirements in accordance with terms of clause XXX.
- (j) **Roster Cycle Allocation Paramedic Allowance (RCAPA)** means an allowance of \$65 per shift paid pursuant to the terms of clause 38. Employees compensated with a Senior Reserve Paramedic or Rural Senior Relieving Paramedic classification are ineligible to receive the Flexible Shift Paramedic Allowance
- (k) **Primary Location** is the location from which an employee undertakes a rostered Flexible Shift if they are not allocated by the Employer as per clause 38.15. For Senior Reserve Paramedics and Rural Senior Reserve Paramedics, this is defined in their Secondment Agreement. For Flexible Shift Paramedics, this is their Home Branch as defined in 38.3(n) unless another location is mutually agreed upon, such as ALS Flight Paramedics. For the avoidance of doubt, an employee can still be allocated to fill shifts at their home branch and will not be entitled to claim time or travel to their home branch.;

- (l) **Nominated Area** identifies the Rural operational locations around a Primary Location to which an employee seconded to Rural Senior Relieving Paramedic may be directed in order to work their Rostered Shift;
- (m) **Senior Reserve Paramedic (SRP)** means a paramedic seconded to undertake Flexible Shift Paramedic duties in the classification of Senior Reserve Paramedic in the Metropolitan Regions as defined in clause AVEA 2020 28.1(q);
- (n) **Rural Senior Relieving Paramedic (RSRP)** means a paramedic seconded to undertake Flexible Shift Paramedic duties in the classification of Rural Senior Relieving Paramedic in the Rural Regions as defined in clause AVEA 2020 28.1(p);
- (o) **Relieving Paramedic (RP)** means a paramedic working in the classification of Relieving Paramedic or appointed to the position of Relieving Paramedic in the Rural Regions as defined in clause AVEA 2020 28.1(o);

38.4 Operational requirements - Metropolitan Temporary Reserve Paramedic obligation (metro only)

- (a) All ALS, BLS and MICA Paramedics in the Metropolitan Region may be required to work 8 weeks per annum as either a Roster Cycle Allocation Paramedic and/or a Flexible Shift Paramedic. By mutual agreement Graduate Paramedics under Indirect Supervision, may be requested to undertake Flexible Shift Paramedic duties.
- (b) Additionally, all ALS, BLS and MICA Paramedics in the Metropolitan Region may be requested to work an additional period of 4 weeks as Roster Cycle Allocation Paramedic or Flexible Shift Paramedic to meet the operational requirements of the Employer. Such requests will not be unreasonably refused.
 - (i) All reasonable efforts will be exhausted to ensure all eligible employees complete the initial combined total 8 weeks of either Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duty before employees are requested to complete the additional 4-week period.
 - (ii) Prior to the additional 4 weeks of Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duty being sought the Employer will consult with the relevant Employee Representative.
- (c) Additional periods working as a Roster Cycle Allocation Paramedic or Flexible Shift Paramedic may be worked by agreement between the employee and Employer and dependent on operational need.
- (d) All Metropolitan Region branches will, subject to operational requirements and crew configuration, maintain at least four of their existing Roster Lines for employees on structured training programs with Paramedic Educators or Sessional Clinical Instructors.

38.5 Operational requirements (rural only) – rural Roster Cycle Allocation Paramedic duties

- (a) In rural regions, AV may require an employee to be temporarily allocated to a location other than their home branch for a roster cycle to undertake Roster Cycle Allocation Paramedic duties. Prior to requiring an employee to be temporarily allocated to another location, AV will exhaust all voluntary options by:
- (i) Appropriately allocating suitable Relievers and Rural Senior Relieving Paramedics; and
 - (ii) Engaging with employees regarding their general preference to be temporarily allocated to another location and seeking suitable employee volunteers; and
 - (iii) Equitably sharing opportunities amongst suitable employee volunteers.
- (b) Where AV has demonstrated it has complied with clause 38.5(a) and no suitable employees are available to fill vacancies at a location or suitable volunteers from other locations, AV may require an employee to be temporarily allocated to a location other than their home branch for a roster cycle. Requests will be made equitably to suitable employees, including where there is a requirement to fill consecutive roster cycles. An employee may reasonably refuse a request, having regard to:
- (i) the employee's personal circumstances including any family responsibilities; or
 - (ii) excessive travel for the employee to attend the allocated location; or
 - (iii) the employee not being provided at least 28 days' notice.
- (c) Employees who are temporarily allocated as Rural Cycle Allocation to another location will undertake the full shift at the allocated location; and commence at the Allocated Shift location at the Allocated Shift start time.
- (d) Unless otherwise agreed, an employee that is rostered to their Home Branch, including where the employee reasonably refuses a requirement to work Rural Roster Cycle Allocation will, as per clause 43.6, commence and complete their shift at the start and finish time for their shift at the location they are rostered.
- (i) Where an employee is then required to move to a secondary location, AV may request that the employee complete their shift at the secondary location, however the employee may elect to finish their shift at their Home Branch where the secondary location is a greater distance from the employee's residence than the employee's Home Branch or otherwise agreed by AV.
 - (ii) Where an employee completes their shift at the secondary location, the employee will be able to claim time and travel to residence, in accordance with clause 31.21XX.

- (iii) Where the employee will complete their shift at their Home Branch, AV will take reasonable measures that allows the employee to complete their rostered shift at their at Rostered Shift end time.
- (iv) When returning to Home Branch, in accordance with this clause, the employee will travel safely, without unnecessary delay and by the most suitable direct route.

38.6 Grievances - Roster Cycle Allocation Paramedic (rural only)

- (a) If an employee is aggrieved about the allocation of work and/or work placements as Rural Cycle Allocation, they may lodge a grievance in accordance with the provisions of clause 11 of the Agreement.
- (b) If an employee or group of employees are aggrieved about any part of this process, they may lodge a grievance under clause 11 of the Agreement.

38.7 Operational Requirements - Flexible Shift Paramedic duties

- (a) When undertaking Flexible Shift Paramedic duties when seconded to the role of Senior Reserve Paramedic, Rural Senior Relieving Paramedic, or working as a Flexible Shift Paramedic, employees must:
 - (i) be contactable outside of work hours to confirm shift allocation;
 - (ii) must confirm shift allocation at earliest reasonable opportunity that is at least 60 minutes prior to Rostered Shift start time by accessing the communication tools by which the Employer advises employees of shift allocation;
 - (iii) have access to a motor vehicle and be responsible for arranging timely transport between their residence and their allocated shift location;
- (b) For employees in the Metropolitan Region, when required to complete single Flexible Shifts subject to notification requirements in clause 38.16 will be paid the Flexible Shift Paramedic Allowance. Single Flexible Shifts worked will be counted for the purposes of calculating time worked as a part of the Metropolitan Temporary Reserve obligation 38.13(a).
- (c) For employees in the Rural Regions, where the Employer determines an operational requirement for single shift flexibility, and local Rural Senior Relieving Paramedic seconded employees are not available, employees in Rural Regions may accept offer from AV to work a shift as a Flexible Shift Paramedic at a specified primary location and corresponding nominated area. The Employee will be paid the Flexible Shift Paramedic Allowance in accordance with XXXX.

38.8 Compensation and Allowances - Flexible Shift Paramedic and Roster Cycle Allocation Paramedic duties

- (a) The allowances set out in this clause compensate employees for all aspects of working as a Cycle Allocation Paramedic or a Flexible Shift Paramedic including travel time and mileage, subject to clause XXXXX. For paramedics working Flexible Shifts, an additional amount in respect of the disruption associated with allocation of work when rostered to Flexible Shifts:

- i) Roster Cycle Allocation Paramedic Allowance is \$65 per individual shift.
 - ii) Flexible Shift Paramedic Allowance is \$100 per individual Flexible Shift.
 - iii) Commuted Reserve Allowance (CRA) is incorporated into the Senior Reserve Paramedic and Rural Senior Relieving Paramedic aggregated base rates of pay in Appendix 1 in lieu of payment for reasonable travel time or mileage. Senior Reserve Paramedics and Rural Senior Relieving Paramedics are not eligible to receive Cycle Allocation Paramedic Allowance or the Flexible Shift Paramedic Allowance.
- (b) The Roster Cycle Allocation Paramedic Allowance and Flexible Shift Paramedic Allowance are not payable where an employee is rostered to work outside their Home Branch in the following circumstances:
- i) when seconded as a Senior Reserve Paramedic, Rural Senior Relieving Paramedic, or Relieving Paramedic or appointed as a Relieving Paramedic when performing Relieving duties;
 - ii) as a Graduate Paramedic or a Student MICA Paramedic, unless the employee is required by AV to undertake Flexible Shift Paramedic duties for which the Graduate Paramedic or Student MICA Paramedic will receive the Flexible Shift Paramedic Allowance.
 - iii) as an Ambulance Paramedic or MICA Paramedic rostered with a Paramedic Educator or Sessional Clinical Instructor for training purposes;
 - iv) rostered to work at a location attached to their Home Branch;
 - v) rostered to a combination roster that works across more than one location, including their Home Branch;
 - vi) Employee initiated roster changes or shift swaps, except where also required by AV to undertake Flexible Shift Paramedic or Cycle Allocation Paramedic duties;
 - vii) rostered training days, unless the employee has already been rostered to Cycle Allocation Paramedic or Flexible Shift Paramedic duties;
 - viii) employed under higher duties arrangements;
 - ix) secondment to alternative duties;
 - x) undertaking safe duties or transitional return to work related duties (for the avoidance of doubt, this is not intended to affect the calculation of an employee's pre-injury average weekly earnings for the purposes of worker's compensation payments);
 - xi) an overtime shift;

- xii) special or extraordinary circumstances where it is deemed necessary to move an employee to an alternate work location for behavioural, clinical, or personal reasons.
- (c) For the purposes of Flexible Work Arrangements or Permanent Part Time arrangements, where an employee's agreed permanent roster arrangement includes a Flexible Shift the employee will be compensated at a pro rata rate of the Senior Reserve Paramedic or Rural Senior Relieving Paramedic aggregated base rates of pay in **Appendix 1**.
- (d) For the purposes of Flexible Work Arrangements or Permanent Part Time arrangements, where an employee's agreed permanent roster includes shifts at fixed locations which form part of the employee's agreed permanent roster and there is no requirement for the employee to be contactable or flexible, these shifts will not attract the Cycle Allocation Paramedic Allowance or Flexible Shift Paramedic Allowance or be considered when calculating the appropriate pro-rata rate of pay. However, employees are able to claim work related travel as per clause **31.21**. The restrictions contained **in 31.21(b)(iii)** and **(iv)** of the Agreement will not apply in this instance.

Example – pro rata calculation for Flexible Work Arrangement

An employee working a Rural region has a Flexible Work Arrangement comprising Wednesday 10hr 0700-1700 (Flexible Shift), Saturday 1900-0100 (fixed location), and Sunday 1700-0700 (Flexible Shift) every week.

- The employee is rostered to 24 hours per week of Flexible Shifts and 6 hours per week at a fixed location.*
- Therefore the employee's fortnightly salary will be a combination of the equivalent of 24hrs/38hrs of the Rural Senior Relieving Paramedic classification applicable to their incumbent classification AND 6hrs/38hrs of their incumbent classification.*
- The employee's fortnightly salary will be applicable for all purposes for the duration of the arrangement, including rostered periods of leave and overtime worked.*

38.9 Shift Allocation – Roster Cycle Allocation Paramedic and Flexible Shift Paramedic

- (a) In allocating employees undertaking Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duties to locations of work under this clause, the Employer will:
- (i) have regard to the employee's personal and family circumstances, in determining the period(s), timing and location of work; and
 - (ii) In allocating a shift which incurs additional travel time under clause **38.17(b)** (which is travel time in excess of 60 minutes in a Metropolitan Region and 50 minutes in Rural Regions), the Employer will make reasonable endeavours to minimise this additional travel with consideration given to the Occupational Health and Safety implications associated with excess travel.

- (b) When rostered to and undertaking Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duties will be required to commence and complete duty at the Allocation Shift location determined by the Employer at Rostered Shift times.
- (c) Where an employee has commenced the Rostered Shift and subsequently is directed to another branch (Secondary Move), the employee will travel to the secondary location in their own vehicle. The employee must complete the hours associated with the shift at the secondary location, other than when the finish time would be later than the finish time of their Rostered Shift. The employee may be requested to take their meal breaks in accordance with the second shift and work until the rostered finish time of the second shift. The employee can elect to complete their meal breaks as per their first Rostered Shift time and finish their second shift at their Rostered Shift finishing time.
- (d) Any claim for additional time or travel as a result of a Secondary Move can be claimed as per clause 38.17.
- (e) MICA Paramedics and MICA qualified Air Ambulance Victoria employees may nominate a MICA unit as their Primary Location in place of their Home Branch dependent on operational requirements.
- (f) When rostered to Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duties employees will be required to work the roster specified by the Employer in accordance with operational requirements of the branch they are rostered to, subject to the notice provisions of clause 43 of the Agreement.
- (g) If an employee is aggrieved about the allocation of work and/or work placements when rostered to undertake Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duties, they may lodge a grievance in accordance with the provisions of clause 11 of the Agreement.

38.10 Contact requirements - Roster Cycle Allocation Paramedic duties

- (a) An employee who undertakes Roster Cycle Allocation Paramedic duties in the metropolitan or rural regions is not required to be contactable outside of normal working hours for the purposes of shift allocation.

38.11 Contact requirements - Flexible Shift Paramedic duties

- (a) The contact arrangements set out in this clause are designed to enable the Employer to allocate shifts in advance wherever possible. For the avoidance of doubt, an employee rostered to and undertaking Roster Cycle Allocation Paramedic duties does not have additional contact requirements.
- (b) The Employer will notify the employee of their Allocated Shift location at the earliest opportunity to support employees in managing their personal and family circumstances.
- (c) Employees rostered to Flexible Shifts are required to be contactable out of Rostered Shift time for the purposes of shift allocation. Notification of the shift can be by the Roster Kiosk (or similar application), telephone, SMS, email or other electronic means where the employee can receive and confirm the Allocated Shift

details. Employees must make reasonable efforts to confirm allocation between Rostered Shifts.

- (d) When allocating shifts, the Employer will have consideration of the employee's roster and rest breaks between shifts and seek to use alternative notification options where possible.
- (e) On the day prior to a Flexible shift, the employee must remain contactable until 2200 hours (or later by agreement) and be contactable from 0600 hours the next day (or earlier by agreement), where possible.
- (f) On the day of the Flexible Shift, where the employee has not been notified of that day's shift allocation and is unable to be contacted by phone from one hour prior to Rostered Shift start time, and the employee has confirmed by accessing the Roster Kiosk (or other communication device by which the Employer reallocates the shift) that a shift has not been allocated, the employee must, prior to leaving their residence, call the Employer's Rosters department. If no shift is allocated, the employee will proceed to their Primary Location by their Rostered Shift start time and contact Communications staff upon arrival.
- (g) Where an employee is advised of the location of their Allocated Shift less than one hour prior to their Rostered Shift start time, the employee will be paid one hour at time and one half rates in addition to the employee's ordinary hours for the shift.
- (h) No additional payment, as per subclause 31.11(g), is made where the employee is allocated a Flexible Shift after the Rostered Shift commencement time or if the employee has not complied with the contact obligations in clause 38.11.

38.12 Travel - Cycle Allocation Paramedic and Flexible Shift Paramedic duties

- (a) Work-related travel. When rostered to undertake Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duties employees who are required to move to a secondary location after reporting for duty will be required to travel in their own motor vehicle. The Employer will recognise this secondary movement as work-related travel and the employee will be entitled to reimbursement for each kilometre travelled to the secondary location at the rates prescribed in clause 31.21 of the Agreement, subject to the obligations in clause 38.11 being met.
- (b) Additional Time and Travel. When rostered to undertake Roster Cycle Allocation Paramedic or Flexible Shift Paramedic duties and the employee's Allocated Shift location is a greater distance from their residence than their normal location of work, any travel time and mileage can be claimed in accordance with clause 31.21. The restrictions contained in clause 31.21(b)(iv) will not apply in this instance.
 - (i) Additional time in the metropolitan region is in excess of 60mins.
 - (ii) Additional time in the rural regions is in excess of 50mins.
- (c) Provided that clause 31.21 will not apply:

- (i) if, for Metropolitan Region, the Allocated Shift location is within 60 minutes travel time from the employee's residence; or
- (ii) if, for Rural Regions, the Allocated Shift location is within the nominated area and is less than 50 minutes from the employee's residence.

Example – 14-hour night shift as a Flexible Shift Paramedic in a Rural Region in accordance with clause XX.XX and XX.XX(e)

By mutual agreement, an employee works a 14-hour Flexible Shift from 1700 - 0700 at a location that is not within the agreed Nominated Area, where travel time is 90 minutes from the employee's usual place of residence to the Allocated Shift location:

- *the period from 1530 - 1610 (40 minutes) is paid additional travel time as overtime at time and one half rate;*
- *the period from 1610-1700 (50 minutes) is not additional paid travel (unpaid travel as per terms and conditions of Rural Senior Relieving Paramedic and Single Shift Relieving Paramedic);*
- *the period 1700-0700 is worked as per Rostered Shift times;*
- *at completion of the shift (notwithstanding incidental overtime), the period from 0700-0750 (50 minutes) is not additional paid travel as per terms and conditions of Rural Senior Relieving Paramedic and Single Shift Relieving Paramedic Allowance;*
- *the period 0750-0830 (40 minutes) is paid additional travel time as overtime at the applicable overtime rate;*
- *the relevant time for calculation of the 10-hour break is the end of the operational shift, including incidental overtime, plus any period of additional travel. In this example, the 10 hour break is calculated from 0740hrs (0700hrs plus 40 minutes of additional travel).*

- (d) Employees working Flexible Work Arrangements that include Rostered Shifts at a location other than their Home Branch where the distance from their residence to the fixed shift location is greater than the distance from their residence to their Home Branch are able to claim the kilometres difference as per 31.21.

Example – calculation of additional travel when working fixed shifts as part of a Flexible Work Arrangement in accordance clause XX.XX(d).

An employee normally travels 10 kilometres from their residence to normal place of work. The employee's agreed Flexible Work Arrangement roster includes a shift at a specified location other than their normal place of work that is 15 kilometres from their residence.

- *The employee is entitled to claim the excess distance, 5 kilometres, to and from the specified location.*
- *Excess travel claim only applies to shifts included in the agreed Flexible Work Arrangement. For the avoidance of doubt, this entitlement does not apply to additional shifts worked as overtime.*

- (e) Additional time travelled in excess of 60 minutes in Metropolitan Region and 50 minutes in the Rural Regions to an allocated Flexible Shift will:

- (i) not affect the requirement for an employee to commence and complete duty at their allocated Flexible Shift location at Rostered Shift times;

- (ii) not be considered to affect the application of other shift related entitlements, such as crib meal break windows of opportunity;
- (iii) not be counted towards determining whether an employee has had a 10-hour rest break between shifts, unless the employee notifies Communication Staff at the completion of their previous period of duty that travel time required to attend the next Rostered Shift location is unlikely to enable the successful completion of an 10-hour break. The Communications Staff will record the commencement of the 10-hour break in accordance with the example given in **38.17(c)** above.

- (f) Consideration will be given to the Occupational Health and Safety implications associated with excess travel.

38.13 Qualifying Conditions. To be seconded into the classifications of Senior Reserve Paramedic, Rural Senior Relieving Paramedic, and those seconded or appointed to Relieving Paramedic, the employee must:

- (a) have an unrestricted Ambulance Victoria Authority to Practice (which must be maintained during the applicable period); and
- (b) have a minimum 2 years post-qualification on-road experience at the clinical level required for the position (e.g. ALS, MICA, MICA SRU, and MFP).

Additionally, for only those seconded to Rural Senior Relieving Paramedic classifications:

- (c) the employee's place of residence (or planned temporary place of residence) must be within the Nominated Area of the Primary Location where the Rural Senior Relieving Paramedic secondment is available.

38.14 Paramedic Secondments – Senior Reserve Paramedic & Rural Senior Relieving Paramedic

- (a) An employee who decides to accept a secondment as a Senior Reserve Paramedic will be seconded to the role for a minimum period of two years.
- (b) An employee who decides to accept a secondment as a Rural Senior Relieving Paramedic will be seconded to the role for a period of two years.
- (c) The secondments will be advertised for the respective Nominated Areas in Rural Regions and the Metropolitan Region to meet operational requirements, and equitably offered to eligible and suitably qualified employees that apply.
- (d) Senior Reserve Paramedic and Rural Senior Relieving Paramedic roles have a Primary Location defined in their secondment agreement. Rural Senior Relieving Paramedic roles also have a Nominated Area defined in their secondment agreement.
- (e) Senior Reserve Paramedics and Rural Senior Relieving Paramedics are to be released from working Flexible Shifts for a period of four weeks in every 12

months (excluding rostered periods of leave) during which time they are to be rostered to their Home Branch. The relevant Senior Reserve Paramedic or Rural Senior Relieving Paramedic classification wage rate will be payable during such periods.

- (f) Whilst seconded to the role of Senior Reserve Paramedic, the Employer will maintain the employee's position on the Home Branch team list, or waiting list of their preferred team, for the term of their initial secondment. For the avoidance of doubt, a paramedic seconded to the role of Rural Senior Relieving Paramedic will maintain their position at their Home Branch, unless they accept a transfer to another team.

Additionally, for seconded MICA Paramedics:

- (g) Depending on operational requirements and whether there is a MICA unit in the Primary Location in the Metropolitan Area, or in the Nominated Area for a Rural Senior Relieving Paramedic, which is in reasonable proximity to the employee's residence, a MICA Paramedic can request a MICA unit as their Primary Location. Requests will not be unreasonably refused.

For seconded MICA Flight Paramedics:

- (i) In lieu of a nominated area, the Senior Reserve MICA Flight Paramedics will be required to be available to fill vacancies at nominated locations in Metropolitan and Rural Regions.

38.15 Additional Arrangements applying to Rural Senior Relieving Paramedic

- (a) There will be 100 two-year Rural Senior Relieving Paramedic secondments available at any time. The number of two-year secondments cited in this clause will be the minimum number of secondments available for the duration of the agreement. AV will take all reasonable steps to second to these positions.
- (b) The allocated number and location of Rural Senior Relieving Paramedic secondments may change at the discretion of the Employer.
- (c) Rural Senior Relieving Paramedic secondments will be reviewed on a regular basis and the allocated numbers and location may change according to operational needs including:
 - (i) Where the total number of planned operational shifts in the Ambulance Service Area change (e.g. an increase in shifts may result in a proportionate number of unplanned vacancies);
 - (ii) Significant utilisation of Rural Senior Relieving Paramedic shifts to run additional resources in the Ambulance Service Area (e.g. showing Rural Senior Relieving Paramedics not used for primary purpose);
 - (iii) Consideration of how Rural Senior Relieving Paramedics are being used in roster planning process, rural employee uptake of Flexible Shift Paramedic duties and numbers of additional roster cycles of Flexible Shifts required by AV;

- (iv) Number of unplanned vacancies / identified local resource challenges (e.g. long-term WorkCover, planned leave, etc. in the Ambulance Service Area); and
 - (v) Feedback from employees and Employee Representatives.
- (d) The term and location of employees' Rural Senior Relieving Paramedic secondments will not be impacted by the review process. At the completion of a Rural Senior Relieving Paramedic secondment term, the Employer may relocate the secondment to another Primary Location.

38.16 Relieving Paramedic

- (a) Relieving duties which require an operational employee to live away from home, will be performed by a Relieving Paramedic.
- (b) An employee who is required to relieve another Employee, may be required to work the hours and on-call roster of the employee being relieved.
- (c) In the absence of mutual agreement to the contrary between the Employer and employee(s) concerned, when relieving duties are to be performed by an employee other than an employee appointed as a Relieving Paramedic, such relieving will be equitably distributed between all ALS Paramedics and MICA Paramedics.
- (d) Where a Relieving Paramedic is not available, an ALS Paramedic or MICA Paramedic may be required to perform relieving duties.
- (e) A Relieving Paramedic may accept and work individual Flexible Shifts and receive the Single Shift Relieving Paramedic Allowance in lieu of all other payments for travel time or mileage.

38.17 Relieving Paramedic - Compensation and Allowances

- (a) The aggregated base rate of pay for Relieving Paramedic is specified Appendix 1.
- (b) Where pre-approved by the Employer, employees undertaking relieving duties will be entitled to claim allowances in clause 31.13 (living away from home allowance).
- (c) AV may pre-approve employees who are undertaking relieving duties and required by AV to live away from home to claim agreed travel time and distance which will be paid in accordance with the rates set out in clause 31.21.
- (d) This clause does not affect the application of shift related entitlements, such as crib meal break windows of opportunity and Sessional Clinical Instructor allowance which would otherwise be payable to the employee.