



Ambulance
Victoria



Memorandum Of Understanding

Double Degree Inter-Professional
(Nursing and Paramedicine)
Graduate Program (IPGP)

between Ambulance Victoria

Ambulance Employees Australia – Victoria
and the Australian Nursing and Midwifery Federation (Victorian Branch)



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Memorandum Of Understanding

1 Title

- 1.1 This Agreement shall be known as the Ambulance Victoria, the Ambulance Employees Australia – Victoria, and the Australian Nursing and Midwifery Federation (Victorian Branch) Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program (IPGP) Memorandum of Understanding (“the Agreement”).

2 Incidence and parties bound

- 2.1 This Agreement is between Ambulance Victoria (“AV”), the Ambulance Employees Australia – Victoria and the Australian Nursing and Midwifery Federation (Victorian Branch) in relation to employees of and Ambulance Victoria who are designated participants of the Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program (“the IPGP”) and who are appointed as such prior to or for any date of the Agreement within AV and

3 Background and objects of agreement

- 3.1 In October 2014, the Victorian Government announced its commitment to work with the Australian Nursing and Midwifery Federation (Victorian Branch) and the Ambulance Employees Australia - Victoria, to reinstate the specialist graduate program for double degree students in nursing and paramedicine (also known as the Inter-Professional Graduate Program).
- 3.2 The parties to the Agreement agree that AV and may employ double degree graduates within the Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program and in doing so:
- a. Support the transition to practice of early graduates of nursing and paramedicine
 - b. Enable double degree graduates to practice across the disciplines of nursing and paramedicine
 - c. Support students choosing to enrol in double degrees to acquire a broad skill set and to practice in their discipline(s) of interest
 - d. Improve employment opportunities for double degree graduates and provide more flexible career options
 - e. Support a sustainable and highly skilled registered nursing and paramedic workforce
 - f. Support the provision of high quality care and reduce avoidable harm.
- 3.3 The Agreement provides a framework to implement a high quality Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program. The Agreement describes the IPGP Model, the role and responsibilities of all parties to this Agreement and the industrial arrangements applying to the employment of participants within the IPGP.
- 3.4 The parties to the MOU acknowledge the commitment of the Department of Health and Human Services to the collaborative manner of delivery of the IPGP for the state of Victoria.
- 3.5 The IPGP will be implemented in accordance with the *Early Graduate Nurse Program Guidelines 2009*, or its successor (Department of Health, <https://www2.health.vic.gov.au/health-workforce/nursing-and-midwifery/nursing-and-midwifery-graduates>) and the Ambulance Victoria, Graduate Ambulance Paramedic Program.
- 3.6 The IPGP will be implemented in a manner which is compliant with the *Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Act 2015*.



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Date and period of operation

- 4.1 The Agreement shall come into operation on the day and date the parties execute it and shall remain in force for the duration of the IPGP or as otherwise varied by the mutual agreement of all parties to the Agreement.
- 4.2 AV and
and all other parties to this Agreement have agreed to enter into this Agreement.

5.

Collaboration and co-operation

- 5.1 The parties commit to co-operate and work together in good faith to implement a high quality Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program (IPGP). The parties will each:
- Fulfil any legislative functions and duties that they have as efficiently and effectively as possible; and
 - Give reasonable consideration to any proposal made or issue raised by the other party
 - Communicate in an effective and timely manner to promote the success of the IPGP and to ensure participants are appropriately supported
- 5.2 Nothing in this Agreement will require AV to breach any of its legislative duties or obligations under the *Ambulance Services Act 1986*.

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Workforce education and clinical support

- 6.1 To support the successful implementation of the IPGP, AV and

will develop a Communication Plan for the IPGP. As part of this, AV and

are committed to providing education and training to all staff involved in the IPGP, including for example, staff within human resources, nursing education, Paramedic Educators, AV Clinical Instructors and all nursing and paramedic staff within each relevant clinical area. Education and training is focussed on ensuring that all relevant staff are familiar with the IPGP including but not limited to understanding: the IPGP model; the role, position description and scope of practice of the double degree graduate (relevant to their employment with either AV or the)
and, all IPGP clinical support and assessment requirements.
- 6.2 The graduate provisions outlined in Clause 2, Appendix 2 of the *Ambulance Victoria Enterprise Agreement Varied & Extended 2015* will apply in respect of direct and indirect AV supervision arrangements and progression through AV salary increments. For the avoidance of doubt, IPGP participants will be provided between 20 and 26 weeks of direct supervision. This is based on clinical rotations through AV and does not include rotations through

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Variation of this agreement

- 7.1 The parties may agree to vary the terms of the Agreement. Applications to vary the Agreement must be in writing and must be agreed by all the parties.

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Eligibility

- 8.1 Only those persons who have successfully completed the Double Degree (Nursing and Paramedicine) as defined below shall be eligible to be employed in the Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program.
- 8.2 A person will be deemed to have completed a double degree where they can provide evidence of having successfully completed:
- a combined Council of Ambulance Authorities approved university undergraduate degree in paramedicine; and,
 - an undergraduate nursing degree leading to registration as a registered nurse with the Australian Health Practitioner Regulation Agency.
- 8.3 Additionally, in order to be eligible to be employed in the IPGP, participants must hold current registration as a registered nurse with the Australian Health Practitioner Regulation Agency (AHPRA).



9 The model – Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program (the IPGP)

9.1 The IPGP will be of 72 weeks duration.

9.2 During this time IPGP participants will rotate through AV and

in cycles of 12 week blocks as set out in [Appendix 8](#).

9.3 IPGP participants will be provided clinical rotations in areas which have the capacity and infrastructure to support the double degree graduate in accordance the *Early Graduate Nurse Program Guidelines 2009*, or its successor (Department of Health) and the Ambulance Victoria, Graduate Ambulance Paramedic Program.

9.4 IPGP participants will be provided opportunity to rotate through three clinical areas in

including accident and emergency and additionally, acute surgical or medical, intensive care/critical care and or high acuity areas, anaesthetic or recovery.

9.5 IPGP participants will be provided rotations within Ambulance Victoria. Rotations will give regard to geographical location, the capacity of the rotation to provide sufficient clinical exposure for quality learning and to ensure the IPGP participant has access to the comprehensive clinical support mechanisms outlined in this Agreement and within the Ambulance Victoria, Graduate Ambulance Paramedic Program.

9.6 The Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program (IPGP) will be implemented in accordance the processes set out in [Appendices 1 and 9](#).

9.7 The assessment requirements of IPGP Participants will be detailed in the Double Degree Inter-Professional (Nursing and Paramedicine) Graduate Program (IPGP) Information Manual. Some assessments will be shared as detailed in [Appendix 1](#). Giving due regard to the unique educational preparation of the double degree graduate, assessment requirements are streamlined to avoid duplication.

9.8 All IPGP assessment requirements will be recorded and shared in one IPGP electronic management system for graduates. This system must be endorsed by AV and must also be compatible with existing requirements. VETtrak will be utilised as the one electronic management system for graduates unless otherwise agreed by all parties to the Agreement.

10 Terms and conditions of employment

10.1 IPGP participants will be employed separately by AV and

and will be provided terms and conditions of employment in accordance with the respective Enterprise Agreement.

10.2 IPGP participants will be employed at

in accordance with the *IPGP Template Position Description for the Registered Nurse* as set out in [Appendix 2](#). Registered nurses will be employed under the *Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employer) Enterprise Agreement 2016 to 2020*.

10.3 IPGP participants will be employed at Ambulance Victoria in accordance with the *IPGP Template Position Description for the Paramedic* as set out in [Appendix 3](#). Paramedics will be employed under the *Ambulance Victoria Enterprise Agreement Varied & Extended 2015*.

10.4 Notwithstanding, the following arrangements will apply in respect of Continuity of Service.

- a. An IPGP participant (the 'employee') while on clinical rotation to Ambulance Victoria, will be deemed on Approved Leave without Pay from and vice versa.
- b. Approved Leave Without Pay (in the above situation) will not break an employee's continuity of service and will count towards continuous service with both AV and

for all purposes, including:

- i. Entitlement to Parental Leave, including paid parental leave. The employer parties agree to take 50/50 responsibility for costs arising
- ii. Long Service leave
- iii. Qualifications allowance, where despite any period of service required by the Agreement, the double degree allowance will apply from the commencement of the program.



- iv. Incremental advancement, in that experience and a year of experience for Agreement purposes will include experience at Ambulance Victoria while on leave Without Pay
- v. Personal leave will accrue as though the employee was not on Leave Without Pay from
- vi. Any probationary or qualifying period for the purposes of access to unfair dismissal remedies under the Fair Work Act will include any periods of Leave Without Pay.

11 Recruitment and selection

11.1 Ambulance Victoria and

are committed to collaborating to ensure a smooth and efficient process is implemented to recruit participants to the program. As part of this the following arrangements will apply:

- a. AV and
will collaborate to advertise for IPGP participants in accordance with the *IPGP Template Process for Recruitment and Selection* set out in [Appendix 7](#).
- b. AV and
will collaborate to interview and select for IPGP participants in accordance with the *IPGP Template Process for Recruitment and Selection* set out in [Appendix 7](#).
- c. AV and
will collaborate to provide IPGP participants one combined letter of acceptance into the IPGP in accordance with *IPGP Template Letter of Acceptance*, Ambulance Victoria and

as set out in [Appendix 6](#).

11.2 AV and
will provide separate Letters of Appointment in accordance with *Template Letters of Appointment* as set out in [Appendices 4](#) and [5](#). The Letter of Appointment will be compliant with [Appendix 3](#) of the *Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employer) Enterprise Agreement 2016 to 2020* and where applicable, related requirements contained within the *Ambulance Victoria Enterprise Agreement Varied & Extended 2015*.

11.3 The Letters of Appointment must also contain the terms and conditions outlined in Clause 10 of this MOU.

12 Flexible work arrangements

12.1 The intent of the IPGP is to enable double degree graduates to practice across the disciplines of nursing and paramedicine. To achieve this aim, Ambulance Victoria and

commit to providing double degree graduates flexible work arrangements where requested by the double degree graduate on completion of this program. Such requests will be managed in accordance with the applicable industrial instrument.

13 Indemnity and insurance

13.1 Both employer parties acknowledge that they have professional indemnity insurance and general public and products liability insurance with VMIA.

13.2 Each party will maintain sufficient public liability and professional indemnity insurance to cover any Claim by the other party.

14 Dispute resolution

14.1 In the event that a Dispute arises, the relevant party must notify all parties of the existence and nature of the Dispute by issuing a notice in writing which:

- a. includes or is accompanied by reasonable particulars of the Dispute; and
- b. is given with in ten (10) Business Days of the circumstances giving rise to the Dispute first coming to the attention of the notifier



- 14.2 Within ten (10) Business Days after a notice of Dispute is given, a representative of each of the parties, being a person vested with sufficient authority to bind the party to a resolution of the Dispute, must meet and use reasonable endeavours and act in good faith to seek to resolve the Dispute by discussion and negotiation.
- 14.3 Despite the existence of a Dispute, without prejudice to the position of either party in any subsequent mediation, arbitration or determination of the Dispute (howsoever described) the parties must continue to perform their respective obligations under this Agreement and any related agreements, unless the circumstances giving rise to or in connection with the Dispute are such that a party has reasonably formed the view that continuing to perform that party's obligations under this Agreement or any related Agreement would cause, or be likely to cause, a risk to the health and safety of patients or staff of Ambulance Victoria or the Health Service.
- 14.4 If the Dispute is not resolved within three (3) Business Days of such a referral, the Dispute will be referred to the Panel for resolution. Each party must nominate a senior representative for the Panel within three (3) Business Days of the referral to the Panel in accordance with this clause.
- 14.5 If a Dispute is referred to the panel in accordance with subclause 14.4, the Panel will meet to resolve the Dispute unless the Panel unanimously agrees to resolve the Dispute without the need for a meeting.
- 14.6 The panel may determine its own proceedings for meetings. Decisions of the Panel may only be made by unanimous agreement of the members of the Panel. Any decision of the Panel will be final and binding on the parties and will be provided in writing to the parties.
- 14.7 If the Panel does not resolve the Dispute within ten (10) Business Days of it being referred to the Panel, the parties agree that the Dispute must be referred to mediation.
- 14.8 The mediator may be appointed either by agreement between the parties or, failing such agreement within five (5) Business Days of expiry of the period set out in subclause 14.7, by the president for the time being of the Law Institute of Victoria.
- 14.9 The parties agree that:
- a. each will bear their respective costs of the mediation save that the mediator's fee, fees for mediation rooms and shared equipment, facilities and services of the mediation will be shared equally;
 - b. the venue, date and time for the mediation will be agreed between the parties or, failing such agreement, will be nominated by the mediator;
 - c. each party may be legally represented if they so wish; and
 - d. the mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation.
- 14.10 It is a condition precedent to the commencement of any litigation of any Dispute that the issues arising in that Dispute must have been referred in accordance with the procedures set out in this Dispute resolution description.
- 14.11 If the Dispute or difference has not been resolved or mediated within sixty (60) Business Days (or some other time agreed by the Parties) of receipt of the notice specified in subclause 14.1, this condition precedent will be deemed to have been satisfied.



Signatories

Signed for and on behalf of **Ambulance Victoria**
in the presence of:

Signature

Signature of witness

Print name

Print name of witness

Date signed

Date of witness signature

Signed for and on behalf of
in the presence of:

Signature

Signature of witness

Print name

Print name of witness

Date signed

Date of witness signature



Signed for and on behalf of **Ambulance Employees Australia - Victoria**
in the presence of:

Signature

Signature of witness

Print name

Print name of witness

Date signed

Date of witness signature

Signed for and on behalf of **Australian Nursing and Midwifery Federation
(Victorian Branch)** in the presence of:

Signature

Signature of witness

Print name

Print name of witness

Date signed

Date of witness signature



Appendices

Appendix 1	<i>IPGP Information Manual</i>
Appendix 2	<i>IPGP Template Position Description for the Registered Nurse</i>
Appendix 3	<i>IPGP Template Position Description for the Paramedic</i>
Appendix 4	<i>IPGP Template Letter of Appointment for the Paramedic, Ambulance Victoria</i>
Appendix 5	<i>IPGP Template Letter of Appointment for the Registered Nurse,</i>
Appendix 6	<i>IPGP Template Letter of Acceptance, Ambulance Victoria and</i>
Appendix 7	<i>IPGP Template Process for Recruitment and Selection</i>
Appendix 8	<i>IPGP Clinical Rotation Template</i>
Appendix 9	<i>IPGP Information Guide for Clinical Rotation Template</i>

