

Direct fax: (03) 9840 3639 File ref: Personnel File

Dear

## Re: Offer of employment – Graduate Ambulance Paramedic (Inter-Professional Graduate Program)

I am pleased to offer you employment with Ambulance Victoria (AV) on the terms and conditions set out in this letter. This offer is subject to satisfactory completion of your Paramedic/Nursing (Double-Degree) studies.

This contract of employment operates in accordance with the provisions of the *Fair Work Act 2009* and the *Ambulance Victoria Enterprise Agreement 2015*, as varied from time to time. It also includes the addition of details outlined in the Memorandum of Understanding between Ambulance Victoria and

for the Inter-Professional Graduate Program.

#### 1. Commencement

Your employment with AV will commence on the date set out in Schedule 1.

Your continued employment with AV is subject to successful completion of all components of the Inter-Professional Graduate Program in the required timeframes. Failure to successfully complete this program in the required timeframes may result in the termination of your employment.

You are required to provide evidence of graduation, at the end of the university course. The transcripts must be provided to Clinical and Community Services (CCS), within one (1) week of results being released. Please send your transcripts (or certified copy) to Operational Education, Ambulance Victoria, 75 Brady St, South Melbourne 3205 (DX21-2566). Please phone 03 9090 2314 for enquiries relating to the Graduate Induction period.

You agree to allow Ambulance Victoria and

to share all relevant information regarding your involvement in the Inter-Professional Graduate Program, as deemed appropriate by both AV and the health service staff. You agree that your performance within both organisations will form the basis for assessment to successfully complete the Inter-Professional Graduate program.



#### 2. Induction Program

#### Commencing

you will participate in an Induction Program at Ambulance Victoria, 75 Brady Street, South Melbourne. The program will commence at 8:00am sharp.

The Orientation Program is designed as an introduction to AV and enables finalisation of details such as superannuation, salary packaging, payroll and your Service Identification Card.

You will also be required to undertake driver training and clinical orientation. As part of your orientation program you will be required to travel to various locations, which will be provided to you closer to commencement.

The on-road phase of your program commences on when you will be rostered to an ambulance branch with a Clinical Instructor.

#### Name Badge order form

Enclosed is a Name Badge Order Form for you to complete prior to commencement with AV. All operational employees are issued with a standard name badge, which is to be worn with the operational uniform at all times.

#### Uniform

Operational staff are not permitted to wear their uniform or be readily identifiable outside of work hours. This includes traveling to and from work in non-AV vehicles. You are able to wear your uniform from your commencement date in accordance with the provisions of the AV Uniform Policy.

#### Immunisation program

It is a condition of employment that you are able to demonstrate completion of the required immunisations and prove that you have developed a satisfactory immune response, where relevant. If you are unable to meet this requirement, then your commencement date may be delayed pending its finalisation. If you require advice on how to meet the immunisation requirements or are having difficulties obtaining vaccinations, please contact InjuryNET on (03) 9500 9568 or email ppm@injurynet.com.au

#### Victorian drivers licence

Please bring your Victorian drivers licence with you on the first day of Induction and to the Driver Standards Program. If you hold an interstate drivers licence, please note it is a condition of your employment that you obtain a Victorian Drivers Licence prior to your commencement date.

#### **SMART** program

At AV we are strongly committed to improving the health, safety and wellbeing of our employees. All our staff has access to a range of employee support services and programs. One of these is our Stress Management and Resilience Tools Program (SMART).

In your new role as a Graduate Paramedic, you will be exposed to people and circumstances that can be both challenging and rewarding. To assist you with this transition it is essential that you attend a SMART session with one of our psychologists prior to commencing with AV or soon after if this is not possible.

The program helps you to understand and recognise how you personally react to situations, provides practical tools to help you manage your wellbeing which, in turn, will assist you to effectively manage the day to day experience of being a paramedic.

For more information about the program, please visit the SMART page on the intranet or email <a href="mailto:smart.program@ambulance.vic.gov.au">smart.program@ambulance.vic.gov.au</a>

#### 3. Probation

You will be on probation for the first six months of your employment. For the IPGP, this time frame includes 12 weeks with AV and 12 weeks with the health service. During this period, AV will assess whether you are suitable for the position. At any time during this period, either party may terminate the employment by providing the other party one week's notice. AV may, at its discretion, provide payment in lieu of notice.

#### 4. Position

You will be employed by AV in the position set out in Schedule 1. You will report to the person set out in Schedule 1. You acknowledge that your reporting structure may change from time to time.



#### 5. Place of employment

Following your initial induction and for the duration of your IPGP you will report to

training location in

region.

Once you commence at your training location you will work as per the outline on the clinical rotation template at this or another training location (see <u>Appendix 2</u>).

After your successful completion of the Inter-Professional Graduate Program (IPGP), you will be allocated to a permanent location in either metropolitan Melbourne or rural Victoria.

Allocations are based on where AV requires paramedics at that time and the need to deliver high quality ambulance services to all of Victoria.

It is a condition of your employment that during your career with AV you may be required to work at any AV location across the state of Victoria

AV may require you to work at other work locations operated by AV from time to time in the course of fulfilling your duties and responsibilities. You understand and accept that the commencement and completion of your shifts may be at various AV team locations.

## 6. Leave Without Pay granted during the Inter-Professional Graduate Program (IPGP) for the purposes of attending employment with the health service

As part of the conditions of the Inter-Professional Graduate Program, you will be granted leave without pay to attend employment with the Health Service. During this time all conditions of employment will continue as per the *Ambulance Victoria Enterprise Agreement 2015* (extended and varied).

Upon successful completion of the Inter-Professional Graduate Program you will be granted the qualification of Ambulance Paramedic.

#### 7. Duties and responsibilities

You are required to perform the duties set out in the attached position description.

Resources will be allocated to meet service demand. You will be required to perform all work to a competent level and accept the requirement for flexibility in relation to work arrangements and mobility between work areas to meet AV's operational and service delivery requirements.

Should your role or duties change during the term of your employment, all other terms and conditions of employment set out in this letter will continue to apply unless otherwise advised by AV in writing.

It is a condition of your employment that you must notify AV of any traffic or criminal offence convictions, including any offences against a person. Any such conviction or the failure to notify AV of your conviction may result in disciplinary action, including the termination of your employment.

You agree to provide the Human Resources Department with your address and telephone numbers on commencement of employment. Any future changes of address and telephone numbers are to be provided to the Rosters and Human Resources departments, no later than 48 hours after the change.

#### 8. Hours of work

The position is offered to you on a full time basis. You will be required to work an average of 40 ordinary hours per week, plus reasonable additional hours necessary to meet the operational requirements of AV. The 40 ordinary hours includes accrual of 12 accrued days off (ADO) per annum, to be added to leave entitlements.

You agree to work reasonable additional hours, on public holidays, or such shift patterns or shift rosters that are necessary to meet service and operational requirements of a 24-hour, 7 day a week emergency service. You acknowledge that this requirement is necessary and reasonable given the nature of the services AV provides.

#### Remuneration

Your initial Weekly Salary is set out in <u>Appendix 1</u>; this is inclusive of shift penalties and other pay components that form the Rolled-in-Rate for your operational classification.

Your Annual Base Salary, less applicable taxation deductions as required by law, will be paid in equal instalments by electronic funds transfer into your nominated bank account on a fortnightly basis.



#### 10. Payment of wages

In the event that your wages are either underpaid or overpaid (in accordance with your entitlements at the time) for any period of time, and you become aware of it either through self-discovery or after being informed of a discrepancy by Ambulance Victoria, you are required to speak to your Manager in relation to the discrepancy.

Once aware of the discrepancy your Manager will talk with you and agree a plan of action, including a timeline for rectification of the under or over payment(s).

#### 11. Superannuation

In addition to your weekly salary, AV will make superannuation contributions (currently 12%) on your behalf to Emergency Services Defined Benefits Superannuation fund in accordance with the applicable industrial instrument.

#### 12. Salary packaging

AV employees may salary package in accordance with the enclosed AV Salary Packaging Policy and Employee Salary Packaging Agreement. Further information regarding these salary packaging benefits is contained in the enclosed information booklet.

#### 13. Relocation assistance

At the employees' request, AV may provide relocation assistance to employees who relocate (a minimum of 120kms) from their primary place of residence when accepting a role with AV. Further information on eligibility criteria is provided in the enclosed Relocation Assistance Procedure and relevant forms.

#### 14. Annual leave

During the IPGP, your annual leave dates are allocated according to your clinical rotations (see Appendix 2)

You will be paid an annual leave loading of 17.5% on a maximum of 5 weeks' annual leave per annum.

You must take annual leave by agreement with AV. You may be directed by AV to take excessive accrued annual leave in accordance with applicable legislation or the relevant industrial instrument.

When your employment ceases, you will receive payment in lieu of your accrued but untaken annual leave.

#### 15. Personal leave

Your personal leave entitlement is set out in Schedule 1. Personal leave includes sick and carer's or family leave. Personal leave is cumulative and accrues on the basis of eight hours per month in the first year of service and annually in advance in subsequent years.

When your employment ceases, you will not receive payment in lieu of your accrued but untaken personal leave.

#### 16. Long service leave

You will accrue long service leave at the rate of 6 months' paid leave after 15 years of continuous service and thereafter an additional 2 months' long service leave on the completion of each additional 5 years' service.

#### 17. Employee assistance

All AV employees and their immediate family have free access to the Employee Assistance Services which include a 24 hour counselling line, psychological services, Peer Support and Chaplaincy. Details on Employee Assistance are available via the AV Intranet.

#### 18. Ambulance Victoria membership

Free ambulance membership is offered to eligible staff (and their immediate families) who are currently employed by Ambulance Victoria. Please refer to the enclosed documentation for further information. To apply, please complete the enclosed Ambulance Victoria Staff Membership Form and return with your signed Letter of Offer.

#### 19. Equal opportunity

AV is an equal opportunity employer and does not tolerate unlawful discrimination or harassment in any form. By accepting this offer of employment, you acknowledge that it is your responsibility at all times to understand and comply with your obligations under any applicable equal opportunity legislation. This includes participating in any equal opportunity training conducted by or on behalf of AV on an ongoing basis.

#### 20. Occupational health and safety

You are required to perform your duties in a safe manner at all times, having regard to both your own health and safety and that of those around you. You agree to follow safe operating practices that apply at the workplace and to bring to the attention of others any matters that may adversely affect your ability to carry out your duties in a safe manner. This includes participating in any occupational health and safety training conducted by or on behalf of AV on an ongoing basis.

#### 21. Conflict of interest

For the duration of your employment with AV, you agree not to undertake any other employment offer or remunerative work or engage in any private business in direct or indirect competition with AV without prior written approval from AV. You must notify AV of any actual or potential conflict of interest.

#### 22. Training and development

The provisions for training and development are contained in Clause 62 of the *Ambulance Victoria Enterprise Agreement 2015* (extended and varied)

#### 23. Professional appearance

Given AV's role in the community, you acknowledge that you have additional obligations as an employee of AV in respect of the manner in which you conduct yourself in public. You are required to maintain a professional appearance while in uniform or while acting on behalf of AV. You agree not to wear items of your uniform issued to you outside of working hours except when travelling to and from work.

You will serve AV faithfully and diligently exercising all due care during the discharge of your duties and while using AV resources. You will refrain from acting or from being seen to act in conflict with AV's best interest, policies or procedures and use your best endeavours to protect and promote AV's reputation and public image.

#### 24. Physical fitness

You are required to maintain a high level of physical fitness to ensure that you are able to meet the high standards of care owed to members of the public as an employee of AV.

AV recognises that when an employee is unfit for duty, it can pose a risk to the employee themselves, fellow employees, patients and/or members of the public. AV is committed to maintaining a safe workplace that is free from such risks. Therefore, AV may at any time require you to attend a medical assessment in order to determine your fitness for work.

To ensure each assessment is conducted in a consistent manner, you agree that the specific industry knowledge of the AV health service provider will be utilised in each instance, on either an independent basis or in conjunction with an employee's normal medical practitioner.

You further agree that the doctor who conducts the medical assessment will provide a report on your fitness for work to AV and that AV will take the information in that report into account when making decisions regarding your employment.

If you would like to access the information AV holds about you, please contact the Manager Human Resources. You agree that a failure to comply with this clause constitutes a breach of your contract of employment.



#### 25. Privacy

In relation to any Personal Information that comes to your knowledge or you otherwise handle in the course of your employment with AV, you are required to:

- (a) comply with and not cause AV to breach any laws regulating privacy or confidentiality which are applicable to AV;
   and
- (b) comply with AV's reasonable directions from time to time in relation to the handling of Personal Information.

In this clause, Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or otherwise, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion. Personal Information includes any health information about an individual.

#### 26. Policies

You are required to make yourself familiar with AV's Workplace Conduct Policy, Workplace Respect Policy, OH&S Policy and Security Policy within the first two weeks of employment with AV.

You agree to abide by and observe all policies of AV, Standing Orders and Bulletins in force from time to time. You may obtain a copy of such policies, Standing Orders and Information Notices from the AV Intranet (Portal).

AV is not bound contractually by such policies, Standing Orders, Information Notices and Bulletins and can amend them from time to time. A breach of these policies can lead to disciplinary action, including termination of employment.

#### 27. Confidential information

"Confidential Information" means any information about AV or its business, which is confidential, and not in the public domain (unless in the public domain because of a breach of confidentiality) that you acquire in the course of your employment, or is generated by you in the course of performing your duties.

You will have access to Confidential Information as part of your normal duties with AV. You agree not to use any Confidential Information except for purposes directly related to furthering the objectives of AV within the terms of your delegated authority. You also agree to keep Confidential Information safe and securely stored when not in use.

You will not, either during or after your employment ends, disclose Confidential Information to a third party or make personal use of such information, without the written authorisation from AV Information & Technology Business Manager.

You acknowledge that the Confidential Information, including all copies, are the absolute and exclusive property of AV.

#### 28. Suspension

AV has the right to suspend you on pay to investigate any allegations of performance, capacity or conduct pending the outcome of that investigation.

#### 29. Termination without notice

AV may, at any time, end your employment without notice if you commit any act of serious misconduct or wilful disobedience.

#### 30. Payments owing to AV

If you owe money to AV upon cessation of your employment, you agree that AV may withhold from any outstanding entitlements owing to you upon cessation a sum equivalent to the sum owed to AV.

#### 31. Return of AV property

On or prior to cessation of your employment, you must return to AV all property of AV in your possession or under your control. This includes all uniforms, identification and security passes, keys, records, documents and other papers and information, together with any copies or extracts made or acquired by you in the course of your employment.

#### 32. General

You agree to comply with all provisions of this agreement and relevant Acts and Regulations, including but not limited to the Fair Work Act 2009, Occupational Health and Safety Act 2004 (Vic) and Accident Compensation Act 1985 (Vic).



Nothing in this agreement will be construed to limit your fiduciary duties or duty of fidelity to AV or any other duties express or implied at common law.

This agreement supersedes all previous agreements, understanding, representations and negotiations, whether written or verbal in respect of your employment with AV and all previous agreements you may have had with AV.

This letter of offer is governed by the laws of Victoria and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria.

If you have any queries regarding your employment conditions, please contact the HR Administration Team on 5338 3777 and you will be directed to the relevant HR Partner.

If you wish to accept the offer, please sign and return this letter of offer, in its entirety, and all completed forms to the HR Administration Team (in the Postage Paid envelope provided or to Locked Bag 9000, Ballarat Mail Centre, VIC 3354) by close of business on

Please retain the enclosed copy for your records.

I would like to take this opportunity to welcome you to AV and wish you every success in your career with us.

Yours sincerely

#### Michael Stephenson Executive Director, Emergency Operations

cc:

Personnel File

enc. Position Description

New Employee Details Form Previous Occupation Form

Authority to Pay Wages Into Bank Accounts Form

Tax File Number Declaration Form

ESSS Members' Booklet Return Addressed Envelope Document Return Checklist Employee Handbook AV Code of Conduct

Salary Packaging Information Booklet Employee Salary Packaging Agreement

Salary Packaging Policy

Name Badge and Safety Spectacles Order From

Leave Information Sheet
Employee Membership Form
Relocation Assistance Procedure
Relocation Assistance Agreement Form
Relocation Assistance Reimbursement Form

Fair Work Information Statement

Clinical rotation template

## Acceptance of terms of employment

Name of employee	 Date	
employment with AV of the terms and conditions set of	out in this letter of oner.	
employment with AV on the terms and conditions set of	out in this letter of offer	
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accept		
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### Appendix 1

# **Employment**details

#### Commencement date:

#### Position title:

Graduate Ambulance Paramedic (IPGP) - (EGAP2)

#### Reports to:

Allocated Team Manager

#### Place of employment:

- Allocated training region: Grampians
- Allocated training district: Central Grampians
- Allocated training branch:

You may be required to rotate between branches in accordance with the Enterprise Agreement.

#### **Training duration:**

73 Weeks or as negotiated according to the completion of the IPGP.

#### **Permanent location:**

TBC prior to the completion of your Inter-Professional Graduate Program.

You are eligible to place your name on a Team Transfer list following your progression to Stage 2 of your GAP program. If team transfer is unavailable, AV will determine a permanent location based on operational requirements within your region.

#### Weekly salary:

(EGAP2)

#### Personal leave:

96 hours in your first year of service, 112 hours personal leave per annum for the second, third and fourth years of service and 168 hours per annum for each subsequent year thereafter (pro-rata for part-time employment).

#### Annual leave per annum:

Graduate Ambulance Paramedics (pre clinical consolidation period).

Annual leave per annum will be paid according to the Award – *Ambulance Victoria Enterprise Agreement 2015* (extended and varied).

