DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John Ambulance Australia (Tasmania) Inc
(AG2015/7769)

ST JOHN AMBULANCE AUSTRALIA TASMANIA TRAINERS ENTERPRISE AGREEMENT 2015

Tasmania

COMMISSIONER LEE MELBOURNE, 5 FEBRUARY 2016

Application for approval of the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by St John Ambulance Australia (Tasmania) Inc. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Municipal, Administrative, Clerical and Services Union and Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 February 2016. The nominal expiry date of the Agreement is 4 February 2019.

COMMISSIONER

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Annexure A

ST JOHN AMBULANCE AUSTRALIA TASMANIA TRAINERS ENTERPRISE AGREEMENT 2015

In accordance with Section 190 of the Fair Work Act 2009, Roxena Cowie, Chief Executive Officer, of St John Ambulance Australia (Tasmania) Inc, makes the following undertaking in relation to the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015.

Clause 35.1 - Personal Carer’s Leave (excluding casual employees)
Clause 36 - Unpaid Carer’s Leave (full time employees)

All reference to care and support specified in Clause 35.4 – Conditions paid carer’s leave, Clause 35.5 - Unpaid carer’s leave (full time and part time employees), and Clause 36.1 - Entitlement shall be deleted and instead be replaced with the words care or support.

St John Ambulance Australia (Tasmania) Inc undertakes to provide all employees to be covered by the terms of the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015 (the Agreement) with a copy of these undertaking within seven days of approval of the Agreement.

SIGNED BY:

Name in full of Employee (printed): Roxena Cowie
Signature: [Signature]
Employer Address: 177 Main Road, Moonah, Tasmania 7009

WITNESSED BY:

Name in full (printed): Scott McLean
Signature: [Signature]
Witness Address: 13 Kempen St, Glenorchy, TAS, 7010

[Signature]
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

ST JOHN AMBULANCE AUSTRALIA
TASMANIA

TRAINERS

ENTERPRISE AGREEMENT

2015
## PART 1 - APPLICATION & OPERATION OF THE AGREEMENT

### 1 Title
This Enterprise Agreement shall be known as the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015 ("Enterprise Agreement") and shall be lodged as an Enterprise Agreement in accordance with the Fair Work Act 2009 ("the Act").

### 2 Arrangement

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St John Ambulance Australia Tasmania
Trainers Enterprise Agreement 2015
3 Application
This Enterprise Agreement will apply to Trainers engaged in the job classifications specified in this Enterprise Agreement by St John Ambulance Australia (Tasmania) Inc. referred to in this Enterprise Agreement as (“the Employer”).

4 Parties Bound
This Enterprise Agreement shall be binding upon:
- St John Ambulance Australia (Tasmania) Inc (“the Employer”);
- Employees described in Clause 3 of this Agreement;
- All new employees who commence working for the Employer will be subject to the terms and conditions contained in this Agreement;
- The Australian Services Union Vic and Tas;
- The Health and Community Services Union Tas.

5 Aims of Agreement
The aims and objectives of this Enterprise Agreement are to:
- Obtain a clear understanding of the terms and conditions of employment;
- Obtain a commitment from the parties to ensure increased efficiency and performance;
- Ensure a high standard of occupational health and safety;
- Maintain use of the professional public image and the integration of a caring and efficient organisation;
- Enhance skills and job satisfaction; and
- Ensure employees are suitably rewarded for effort.

6 No Extra Claims
The parties acknowledge that no extra claims will be made during the term of this Enterprise Agreement.

7 Agreement to be Accessible
Copies of this Enterprise Agreement shall be fully accessible to all parties covered by it.

St John Ambulance Australia Tasmania
Trainers Enterprise Agreement 2015
8 **Date and Period of Operation**

This Enterprise Agreement will operate from the 7th day after the date of issue of the notice by the Fair Work Commission advising that the Enterprise Agreement has been approved. This Enterprise Agreement’s nominal expiry date will be three years from the date on which the Fair Work Commission approves the Enterprise Agreement. After the nominal expiry date, the Enterprise Agreement, shall remain in force unless otherwise replaced, terminated or varied in accordance with the Fair Work Act 2009.

9 **Intent**

a) This Enterprise Agreement shall be read and interpreted wholly in conjunction with the following Award -

   *Educational Services (Post-Secondary Education) Award 2010* (‘Award’)

   which is incorporated into this Enterprise Agreement.

b) Where there is any inconsistency between the above-mentioned Award and this Enterprise Agreement, the terms and conditions of this Enterprise Agreement shall apply.

c) The National Employment Standards is a set of minimum employment entitlements and will apply at all times to the employees subject to this Enterprise Agreement.

10 **Definitions**

‘**Full time employee**’ means an employee engaged on a regular and continuous basis who is engaged to work an average of 38 hours per week over a two week period.

‘**Part time employee**’ means an employee engaged on a regular and continuous basis and who is engaged to work a guaranteed amount of hours per week which is less than 38.

‘**Casual employee**’ means an employee who is engaged to work as and when required by the Employer when work is offered.

‘**Probationary period**’ means new employees subject to a probationary period of a maximum of six months.

11 **Flexibility Arrangement**

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

   (a) the agreement deals with 1 or more of the following matters:

      (i) arrangements about when work is performed;

      (ii) overtime rates;

      (iii) penalty rates;

      (iv) allowances;

      (v) leave loading; and

   (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

   (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

   (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

   (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

   (c) result in the employee being better off overall than the employee would be if no arrangement was made.
(3) The employer must ensure that the individual flexibility arrangement:
   (a) is in writing; and
   (b) includes the name of the employer and employee; and
   (c) is signed by the employer and employee and if the employee is under 18 years of age,
       signed by a parent or guardian of the employee; and
   (d) includes details of:
       (i) the terms of the enterprise agreement that will be varied by the arrangement; and
       (ii) how the arrangement will vary the effect of the terms; and
       (iii) how the employee will be better off overall in relation to the terms and
           conditions of his or her employment as a result of the arrangement; and
   (e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement
    within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
    (a) by giving no more than 28 days written notice to the other party to the arrangement;
        or
    (b) if the employer and employee agree in writing — at any time.

12 Dispute Settling Procedures

(1) If a dispute relates to:
   (a) a matter arising under the agreement; or
   (b) the National Employment Standards;
       this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of
    the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the
    workplace level, by discussions between the employee or employees and relevant
    supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may
    refer the matter to the Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:
    (a) The Fair Work Commission will first attempt to resolve the dispute as it considers
        appropriate, including by mediation, conciliation, expressing an opinion or making a
        recommendation; and
    (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the
        Fair Work Commission may then:
           (i) arbitrate the dispute; and
           (ii) make a determination that is binding on the parties.

Note  If the Fair Work Commission arbitrates the dispute, it may also use the powers that
       are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision
for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against
the decision.
(6) While the parties are trying to resolve the dispute using the procedures in this term:
   (a) an employee must continue to perform his or her work as he or she would normally
       unless he or she has a reasonable concern about an imminent risk to his or her
       health or safety; and
   (b) an employee must comply with a direction given by the employer to perform other
       available work at the same workplace, or at another workplace, unless:
           (i) the work is not safe; or
           (ii) applicable occupational health and safety legislation would not permit the
                work to be performed; or
           (iii) the work is not appropriate for the employee to perform; or
           (iv) there are other reasonable grounds for the employee to refuse to comply with
                the direction.

(7) The parties to the dispute agree to be bound by a decision made by the Fair Work
    Commission in accordance with this term.

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

   Major change

(2) For a major change referred to in paragraph (1)(a):
   (a) the employer must notify the relevant employees of the decision to introduce the
       major change; and
   (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this
    term.

(4) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for
       the purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the
       representative;

   the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:
   (a) discuss with the relevant employees:
       (i) the introduction of the change; and
       (ii) the effect the change is likely to have on the employees; and
       (iii) measures the employer is taking to avert or mitigate the adverse effect of the
            change on the employees; and
   (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
       (i) all relevant information about the change including the nature of the change
           proposed; and
       (ii) information about the expected effects of the change on the employees; and
       (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive
    information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major
    change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation,
    structure or technology in relation to the enterprise of the employer, the requirements set out in
    paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or
(g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

(10) For a change referred to in paragraph (1)(b):
(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:
(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employer or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:
(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion—provide to the relevant employees:
   (i) all relevant information about the change, including the nature of the change; and
   (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
   (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term: **relevant employees** means the employees who may be affected by a change referred to in subclause (1).

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**PART 2 – SAFETY, CONDUCT, RESPONSIBILITIES & WORK PRACTICES**

14 **Workplace Health & Safety**

a) The relevant Commonwealth or State Act applies. The relevant Commonwealth or State occupational health & safety rights must be consistent with right of entry provisions under the Fair Work Act 2009.

b) The employer and its employees are committed to achieving and maintaining a safe and healthy work environment and to ensure compliance with relevant legislation.

c) The employer acknowledges the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable measures to prevent accidents and injuries in the workplace, and to promote the health, safety and welfare of employees.

d) Employees shall at all times observe the organisation’s safety policies and procedures.

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St John Ambulance Australia Tasmania
Trainers Enterprise Agreement 2015
e) Employees shall observe external safety policies and procedures that apply to individual worksites.

f) Repeated failure to comply with company and/or worksite policies and procedures will constitute misconduct and neglect of duty.

g) Policies and procedures do not form part of this Enterprise Agreement.

15 **Employee Health Assessments**

a) All employees covered under this Enterprise Agreement are required to complete a health assessment prior to commencement of employment and each five (5) years thereafter or as required by the employer.

b) The employer will meet the cost of the health assessment.

c) The health assessment will be conducted by a health care professional selected by the employer.

d) The employee agrees to sign a consent form authorising the health care professional to release any information from the health assessment to the employer.

e) The employer will issue each employee with adequate notice when the health assessment is due and will arrange the appointment(s) and advise the employee in writing of the location, date and time of the appointment(s).

f) An employee may:
   (i) Request a copy of the health care professional’s report(s) and the Employer shall ensure that any such documentation is provided to the employee; and
   (ii) Consult a health care professional of their own choice for a second opinion at their own expense.

16 **Medical condition**

a) Employees must disclose to the employer any existing or previous condition that could impact on the employee’s capacity to properly fulfil his or her duties.

b) Employees must advise the employer if they are taking any prescribed or non-prescribed medications that may impact upon their work.

17 **Drug and Alcohol Use**

a) Drug and alcohol use is highly detrimental to the safety and productivity of employees in the workplace. No employee is to be under the influence of alcohol beverages or illegal drugs while in the workplace, whilst on duty, or while operating a vehicle or equipment owned, leased or used by the company.

b) Disciplinary action will occur and could result in termination of employment as a result of possessing, selling, using or being under the influence of alcoholic beverages or illegal drugs while on the clients or company property, while attending business related activities, whilst on duty, or while operating a vehicle or equipment owned, leased or used by the company.

18 **Training**

a) The employer and employees are committed to achieve continuous improvement through on-and off-the-job training.

b) Specific work related courses as determined by the employer or specialist induction training will be provided and paid for by the employer.
19 **Conduct**

19.1 **Anti-Discrimination**

a) It is the intention of the parties to this Enterprise Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at the workplace.

b) All employees covered by this Enterprise Agreement agree to the zero tolerance position of the employer on Discrimination, Harassment and Bullying in the workplace and are aware of the minimum standard of behaviour expected whether being paid or unpaid, during work hours, whilst attending work related duties, representing St John Tas at an external function or at St John Tas organised events.

c) Employees shall observe policies and procedures that apply to Discrimination, Harassment and Bullying.

d) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in Commonwealth or State legislation; and

e) Nothing in these provisions prohibits:
   - Any discrimination conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
   - Any discriminatory conduct (or conduct having a discriminatory effect) if the employee is a member of staff or an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

20 **Duties & Responsibilities.**

a) Employees will diligently and faithfully perform all the duties and responsibilities of their employment and undertake to devote the whole of their working time and attention and use their best endeavours to further the development, reputation and business of the Employer.

b) Full time employees are not to be directly or indirectly involved or engaged in private work for or provide services to any other Company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the Organisation, unless otherwise agreed by the employer.

c) Employees are to read and be aware of the Organisation’s policies and procedures. Policies and procedures do not form part of this Enterprise Agreement.

d) If an employee is uncertain of any policies & procedures they are to request that the employer explain them so that they can obtain a full understanding.

21 **Confidentiality**

a) The relationship between the employer and its employees is founded on trust. Employees are required to treat all customer, employee and volunteer information with the utmost confidentiality.

b) The employer requires that information contained within Organisation’s policies and procedures and any information deemed to be sensitive to the Organisation’s operation remains the property of the employer and shall not be transmitted in any form to any unauthorised party outside the Organisation unless required by law.

c) Any breach of the provision under this clause will be regarded as serious misconduct and may result in instant dismissal.

d) The employee agrees to return any and all confidential information on request from St John Tas.
22 **Intellectual Property**

a) The employee agrees that St John Ambulance owns all intellectual property including but not limited to copyright material, methods of operation and other information regarding St John Ambulance business.

b) The employee agrees that all intellectual property developed, utilised or otherwise gained by the employee in the course of his/her employment with St John Tas remains the property of St John Tas.

c) This intellectual property includes but is not limited to the employee’s use and knowledge of operational manuals, policies, procedures, software and databases.

23 **Work Practices**

Employees must be willing to comply with the following general requirements.

23.1 **Dealing with the public**

Employees will attend to members of the public promptly and in a friendly and courteous manner.

23.2 **Appearance**

Employees shall present for work in a neat and tidy fashion to promote the right image for the Organisation.

23.3 **Working cooperatively**

Employees are expected to work cooperatively with one another and treat each other with respect.

23.4 **Punctuality**

a) Employees must be punctual in turning up for work and ready for work at the allotted commencing time.

b) Employees must notify the employer as soon as reasonably practicable and preferably prior to the commencement of work for that day of their inability to attend for duty for any reason.

23.5 **Attitude**

Employees are expected to maintain a high work ethic and to carry out their tasks in an honest and reliable manner.

### PART 3 – TERMS OF ENGAGEMENT

24 **Terms of Engagement**

24.1 **Full time employment**

‘Full time employee’ means an employee engaged to work 38 hours per week averaged over a two week period.

24.2 **Part Time employment**

a) ‘Part time employee’ means an employee who is engaged to work for less than 38 hours per week on a reasonably predictable basis.

b) Part time employees shall not be engaged to work for less than 3 hours per day.

c) At the time of engagement the employer and the part time employee will agree in writing on a regular pattern of work, specifying at least the number of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

d) Changes in hours and days may only be made in agreement in writing between the employer and employee.
24.3 Casual Employment
a) ‘Casual employee’ means an employee who is engaged to work as and when required by the employer when work is offered.

b) Casual employees shall not be engaged to work for less than 3 hours per day.

c) The rate of pay is inclusive of a 25% casual loading. The casual loading is paid instead of paid annual leave, paid personal/carer’s leave, notice of termination, redundancy benefits and other attributes of full time or part time employment.

24.4 Fixed term Employment
a) The employer may need to hire staff for specific periods/projects on a fixed term basis, where the employer considers that there is reasonable uncertainty about the continuing nature of the position, due to anticipated funding, structural, technological or workplace and job design changes.

b) Fixed term employees shall be entitled to all the benefits and conditions within this Enterprise Agreement, on a pro-rata basis, as for full time or part time employees. Clause 45, Redundancy, and the period of notice specified in clause 44 are both excluded.

c) All employees engaged pursuant to sub-clause 24.4a) shall, on commencement, be informed in writing of the nature of their fixed term employment, it’s duration, and the reason for the fixed term employment.

24.5 Performance and range of duties/skills – Multi-Skilling
a) The employee will, at the direction of the employer, carry out such duties as are within the limits of the employee’s skills, experience, training and classification provided that such duties are not designed to promote de-skilling; and

b) The employer may direct the employee to carry out such duties and use such equipment as may be required provided that the employee has been properly trained in the use of such equipment.

c) The employee will continue to be paid at their relevant rate of pay (unless the rate of pay is designated higher). Each contact hour worked, ie not designated as a Trainer, will count as one hour worked equates to one hour’s pay.

24.6 Probation (excluding casual employees)

a) New employees shall be subject to a probationary period of a maximum of 6 months. New employees will be advised of the commencement and completion of the probationary period prior to taking up their permanent employment.

b) The employer will assess the work performance and suitability of new employees during the probationary period. During this period, should an employee’s work performance and/or conduct be unsatisfactory, the employee will be given the opportunity to improve their work performance and/or conduct.

c) At the completion of the probation period, the employee will confirm the permanent employment of the employee in writing.

d) During the probationary period, employment may be terminated by either party with the provision of one weeks notice.

24.7 Performance Assessment
Employees will be assessed on an annual basis by the employer. Employees on probation will be assessed prior to the completion of their probation period.
25 **Discipline**

a) Disciplinary procedures will only be utilized after an employee has failed to improve his or her work performance or conduct following appropriate counselling.

b) Termination of employment may occur where misconduct or unsatisfactory work performance has not been satisfactorily remedied after appropriate disciplinary procedures have been followed.

c) Employees will be instantly dismissed for serious misconduct or neglect of duty. Serious misconduct includes but is not limited to: theft, fraud, violence, serious breaches of occupational health and safety procedures, refusing to carry out a lawful and reasonable instruction that is part of the job.

PART 4 – PAY RATES & RELATED MATTERS, ALLOWANCES & SUPERANNUATION

26 **Pay Rates & Related Matters**

26.1 **Pay rates**

The minimum pay rates are as prescribed in Schedule 1.

26.2 **Pay increases**

The pay rates will be increased by as prescribed in Schedule 1.

26.3 **Payment of wages**

Wages shall be paid by direct deposit on a fortnightly basis.

27 **Allowances**

Allowances are prescribed below.

27.1 **First Aid**

a) An employee who has been trained to render first aid and who is a current holder of appropriate First Aid qualifications (a certificate from St John Ambulance) will be paid an amount of 1.5% of the standard rate per week to perform first aid duty. The current rate is $11.48 per 38 hour week (30c per hour).

b) The First Aid Allowance will not be paid when employees are on annual leave.

c) The rate (to be increased by any decisions handed down by the Fair Work Commission, or relevant body).

27.2 **Laundry Allowance**

a) When an employee is required to wear and launder a uniform the employee will be paid a laundry allowance. The current rate is $3.55 per week.

b) The Laundry Allowance will not be paid when employees are on annual leave.

c) The rate (to be increased by any decisions handed down by the Fair Work Commission, or relevant body).

27.3 **Travel**

a) Employees who are required by the employer to travel from one place of work to another will be deemed to be working time and will be paid on the basis of one hour’s travel equates to one hour worked.

b) Where the employer requests an employee to use his or her own vehicle to affect transfer from site to site during working hours, and such employee agrees to do so, the employees shall be paid an allowance at the rate of 0.78c per kilometre (to be increased with any decisions handed down by the Fair Work Commission or relevant body).
c) Employees who are regularly required to use the vehicle for such work shall maintain a log book of kilometres travelled and the reason for such travel as justification for such allowance.

d) Employees shall at all times observe the organisation’s Travel Time Compensation Policy and Private Vehicle and Reimbursement Policy.

e) Policies and procedures do not form part of this Enterprise Agreement.

27.4 Accommodation

a) Overnight accommodation may be provided to employees:
   - where a course extends over one day and is more than 60 minutes from home; or
   - by agreement between the employer and an individual employee.

b) This is subject to approval from the employer.

27.5 Higher Duties

An employee who is called upon to perform the work of an employee in a higher level must be paid for all time worked at a minimum of the rates of pay prescribed for that higher level.

27.6 Other allowances

a) Other allowances are set out in Schedules 3.

b) The employee will always be paid in accordance with the job they perform (as specified in Schedule 1). The allowance is payable over and above the relevant pay rate.

c) The criteria for consideration of an allowance will be determined by the employer and may include:
   - Demonstration and applicability of qualifications, experience and expertise; and/or
   - Acceptance of additional responsibilities.

28 Superannuation:

a) Superannuation contributions will be paid monthly on behalf of eligible employees in accordance with the Superannuation Guarantee Charge legislation.

b) Employer superannuation contributions are paid on ordinary time earnings at the current rate of 9.5%. The rate will be increased in line with the Superannuation Guarantee Charge legislation.

c) Superannuation contributions will be paid into a complying fund selected by the employee in accordance with the choice of superannuation fund legislation. Should an employee not select a fund contributions will be paid into Tasplan.

d) Superannuation contributions for default fund employees are to be made to a superannuation fund that:
   - Offers a MySuper product;
   - Is an exempt public sector scheme; or
   - Is a fund of which a relevant employee is a defined benefit member.

PART 5 – HOURS OF WORK & RELATED MATTERS & ADDITIONAL HOURS

29 Consultative Process

This Enterprise Agreement recognises a commitment of the parties to develop working arrangements which will bring success to the operations of the Organisation through the ability to implement flexible work arrangements to meet the requirements of customers and employees.
30 **Hours of Work**

30.1 **Span of hours**

a) The ordinary hours will be worked within the span of 7.30am to 10.00pm Monday to Sunday for part time and casual employees.

b) The ordinary hours will be worked between the span of 7.30am to 10.00pm Monday to Friday for full time employees.

c) The span of ordinary hours in clauses a) and b) above may be extended on occasions by agreement between the employer and an employee to cater for the operational needs of the Organisation.

30.2 **Hours – full time employees**

a) The ordinary hours of work are 38 hours per week averaged over a period of two weeks.

b) For the purpose of determining the number of hours worked by a Trainer the following will apply:
   - Each contact hour of delivery by a Trainer will count as 1.25 hours of work, including administration, assessment and consultation.
   (Example: 30.4 contact hours of delivery = 38 hours (30.4 x 25% = 38). Allowing 1.25 for the contact hour allows for time taken for administration, assessment and consultation.)

c) All other duties performed by a Trainer, excluding b) above, will be paid on the basis of one hour worked equates to one hour’s pay.

d) The maximum ordinary hours are 10 per day and may be extended up to 12 per day by agreement between the Employer and an individual employee to cater for the operational needs of the Organisation.

e) Full time employees will not work split shifts (ie no longer than 60 minutes unpaid work break).

f) Employees must have a minimum of 10 consecutive hours off duty between shifts.

g) It is recognised that operational difficulties may exist with all employees commencing work at the same time. In these situations staggered start and finish times may be introduced by agreement between the employer and individual employees to assist overcoming these operational difficulties.

30.3 **Hours – part time employees**

a) The hours of work for part time employees shall be determined by the Employer in consultation with an individual employee taking into account the operational requirements of the Organisation and the personal or family commitments of the employee.

b) For the purpose of determining the number of hours worked by a Trainer the following will apply:
   - Each contact hour of delivery by a Trainer will count as 1.25 hours of work, including administration, assessment and consultation.
   (Example: 20 contact hours of delivery = 25 hours (20 x 25% = 25). The 1.25 for the contact hour allows for time taken for administration, assessment and consultation.)

c) All other duties performed by a Trainer, excluding b) above, will be paid on the basis of one hour worked equates to one hour’s pay.

d) The daily hours will not be less than 3 hours.

e) The maximum ordinary hours are 10 per day but may be extended up to 12 per day by agreement between the Employer and an individual employee to cater for the operational needs of the Organisation.

f) Part time employees will not work split shifts (ie no longer than 60 minutes unpaid work break).

g) Employees must have a minimum of 10 consecutive hours off duty between shifts.
30.4 Hours – Casual employees

a) The hours of work for casual employees shall be determined by the employer in consultation with an individual employee taking into account the requirements of the Organisation and the personal or family commitments of the employee.

b) The daily hours will be not less than 3 hours.

c) The maximum ordinary hours are 10 per day but may be extended up to 12 per day by agreement between the Employer and an individual employee to cater for the operational needs of the Organisation.

d) Employees must have a minimum of 10 consecutive hours off duty between shifts.

31 Work Breaks

a) Employees shall be provided with an unpaid meal break of between 30 and 60 minutes to be taken at a mutually agreed time. Employees shall not be required to work for more than 5 hours without a break for a meal.

b) Employees who work more than 5 hours per day shall be allowed two 15 minute paid rest periods to be taken each day at mutually agreed times. Employees who work less than 5 hours per day shall be allowed one 15 minute paid rest period to be taken each day at a mutually agreed time.

32 Additional Hours

32.1 Definition

a) ‘Additional hours’ means reasonable hours worked in excess of 38 hours per week or hours worked in excess of the ordinary hours or hours worked outside the span of hours.

b) The employer shall take the following factors into account in determining reasonable additional hours:

- The operational requirements of the business
- The risk to the employee’s health and safety
- The employee’s personal circumstances including family responsibilities
- Whether any additional hours are on a public holiday
- The employee’s hours of work in the 4 week period prior to the request
- The notice given by the employer of the additional hours and by the employee of his or her intention to refuse it.

32.2 Payment for additional hours

a) Full time and part time employees who agree to work additional hours (as defined in Clause 32.1) shall be paid at their ordinary hourly rate of pay. Refer to Clauses 30.2(b), 30.3(b) and 27.3(a). For full time employees - additional hours will be reconciled on a fortnightly basis.

b) Casual employees who agree to work additional hours will be paid at either their daily rate for the day or hourly rate depending on the number of hours worked.

c) Full time and part time employees may elect to accrue time off in lieu (TOIL) with prior agreement from immediate Supervisors. See Clause 32.3 re TOIL.

32.3 Time off in lieu (TOIL) Full time and Part time employees

a) Employees may elect to accrue TOIL with prior agreement from immediate supervisors. Wherever this is not practicable due to last minute requirements in excess of normal operating times, the supervisor must be informed as soon as possible after the event.

b) TOIL can be taken subject to the operational requirements of the Organisation. The employee must gain approval from the Employer before taking any TOIL.

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c) TOIL is calculated on the basis of each contact hour of delivery by a Trainer will count as 1.25 hours of TOIL (refer to Clauses 30.2(b) and 30.3(b)).

d) TOIL is calculated on the basis of each hour of travel time by a Trainer will count as one hour of TOIL (refer to Clause 27.3(a)).

e) TOIL will be reconciled on a monthly basis.

f) TOIL may be paid out by agreement between the Employer and the employee.

g) The Employer shall pay out all TOIL not taken as at the time an employee’s employment is terminated either by the employer or the employee.

PART 6 - PUBLIC HOLIDAYS & ANNUAL LEAVE

33 Public Holidays & Holiday Work

a) Full time and part time employees shall be entitled to the following public holidays without loss of pay: New Years Day, Australia Day, Hobart Regatta Day (Southern Tasmania only), Devonport Cup (Devonport area only), Launceston Cup (Northern Tasmania only), Labour Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Show Day, Recreation Day (Northern Tasmania only), Christmas Day and Boxing Day and any other day or part-day declared or prescribed by or under a law to be observed generally as a public holiday.

b) Employees (excluding casuals) will be entitled to a public holiday listed under (a) above without loss of pay if the holiday falls on a day the employee would normally be at work.

c) An employer and a majority of affected employees or an individual employee may reach agreement, in writing, to substitute a day or part day for a day or part day that would otherwise be a public holiday specified in sub clause a) above.

d) Full time and part time employees who agree to work on a public holiday prescribed under sub clause a) above will be paid at the equivalent rate of double time of the all purpose hourly rate prescribed in Schedule 1 time worked with a minimum period of 4 hours.

e) Casual employees required to work on a public holiday prescribed under sub clause a) above will be paid at the equivalent rate of time and one half of hourly rate prescribed in Schedule 1, with a minimum period of 4 hours.

34 Annual Leave (excluding casual employees)

34.1 Entitlement

a) Employees accrue paid annual leave after each completed 4 week period at the rate of 1/13 of the of the employee’s ordinary hours of work.

Explanatory notes –

Full time employees - after a period of 52 weeks continuous employment an employee would have accrued 152 hours (4 weeks) paid annual leave.

Part time employees – employees are paid a pro-rata entitlement based on the hours worked – e.g. after a period of 52 weeks continuous employment (averaging 19 hours per week) an employee would have accrued 76 hours paid annual leave.

b) Untaken annual leave is cumulative.
c) Where a public holiday occurs during a period of annual leave an extra day or days as applicable, will be added to the period of leave.

d) Employees will be entitled to access their accrued personal leave during a period of annual leave for those days on which an employee is incapacitated due to illness or accident for a period of 2 or more days. Employees shall provide a medical certificate as proof of illness or accident.

34.2 Leave payment

a) Employees shall be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave (see pay rates in Schedule 1).

b) In addition employees shall be entitled to a leave loading of 17.5% on four weeks annual leave each year. Payment of leave loading will only apply to leave actually taken.

34.3 Cashing out annual leave

a) Employees may elect to cash out part of their accrued annual leave entitlement, provided that a total accrued entitlement to leave of not less than 4 weeks remains after the cashing out occurs.

b) The cashing out of paid annual leave must be agreed and authorised by the employer.

c) Employees must apply to the employer in writing to cash out any part of their accrued annual leave. The employee’s form for election to cash out annual leave is prescribed in Schedule 5.

d) Employees shall be paid the wages they would have received in respect of the ordinary time they would have worked (see pay rates in Schedule 1).

e) Employees shall be entitled to a leave loading, as prescribed in clause 34.2 b) above, on any annual leave cashed out.

34.4 Time of taking leave

a) Annual leave can be taken at any time throughout the year subject only to the operational requirements of the Organisation.

b) Except where special circumstances prevent, applications for annual leave shall be lodged at least four weeks prior to leave being required.

c) The employer may direct the employee to take annual leave is accrued leave exceeds a period of 8 weeks.

d) Annual leave may be taken in instalments.

34.5 Taking of annual leave during close down

a) The employer will close down each year for a maximum of 12 calendar days during the Christmas New Year period.

b) Employees are required to take annual leave, this leave to be deducted from the accumulated entitlement.

c) Employees who do not have enough leave to cover the close down will not be paid and will either take unpaid leave or take leave in advance. Provided that, if leave is taken in advance and the employment terminates before the entitlement has accrued, the employer may make a corresponding deduction from any money due to the employee on termination.

d) Employees will be entitled to be paid for public holidays during the close down if the day or days fall on a day the employee would normally be at work.
34.6 Payment of leave on termination of service

Employees are entitled to payment for untaken annual leave on termination of service (refer to Clause 34.2).

PART 7 – PERSONAL/CARER’S LEAVE, COMPASSIONATE LEAVE, PARENTAL LEAVE & LONG SERVICE LEAVE

35 Personal/Carer’s Leave (excluding casual employees)

35.1 Definitions

‘Personal Leave’ for the purposes of this agreement means paid personal leave, paid carer’s leave and unpaid carer’s leave.

‘Immediate family’ shall mean: a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner.

35.2 Entitlement

a) Employees accrue paid Personal/Carer’s leave after each completed 4 week period at the rate of 1/26 of the employee’s ordinary hours of work. Paid personal leave (sick leave) and paid carer’s leave is a total maximum combined entitlement. An employee’s entitlement to paid personal/carer’s leave accrues progressively during a year of service, according to the employee’s ordinary hours of work, and accumulates from year to year.

Explanatory note –

Full time employees - after a period of 52 weeks continuous employment an employee would have accrued 76 hours (10 days) paid personal/carers leave.

Part time employees – employees are paid a pro-rata entitlement based on the hours worked – eg. after a period of 52 weeks continuous employment (averaging 19 hours per week) an employee would have accrued 38 hours (5 days) paid personal/carers leave.

b) Unused personal/carer’s leave entitlements shall accumulate.

c) Unused personal/carer’s leave shall not be paid out on termination of employment.

d) Employees, shall be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave (see pay rates in Schedule 1).

35.3 Conditions -paid personal leave (sick leave)

a) It is unlawful for the employer to pay sick leave entitlements for any period during which the employee receives workers compensation payments.

b) Employees must notify the employer by any reasonable means of communication or arrange for the employer to be notified to be notified within a reasonably practical time (preferably before the commencement time of work for that day) of their inability to attend for work, the reason for taking the leave and the estimated length of their absence.

c) Employees will be required to provide a medical certificate as proof of personal illness or injury after the first day’s absence on Personal Leave. Provided that an employee can provide a statutory declaration or other proof of illness or injury acceptable to the Employer, where it is reasonably impractical for an employee to provide a medical certificate.

d) Payment for sick leave may be withheld where an employee does not provide proof of illness or injury.
35.4 Conditions - paid carer’s leave

a) An employee is entitled to paid carer’s leave to provide care and support for members of the employee’s immediate family or a member of the employee’s household who need the employee’s care and support when they are ill or injured, or in the case of an unexpected emergency affecting the employee.

b) Employees must notify the employer by any reasonable means of communication or arrange for the employer to be notified within a reasonably practical time (preferably before the commencement time of work for that day) of their inability to attend for work, the reason for taking the leave and the estimated length of their absence.

c) Employees will be required to provide a medical certificate as proof of illness or injury of a member of their immediate family or household, after the first day’s absence on Carer’s Leave and that the illness or injury is such as to require care by the employee. Provided that an employee can provide a statutory declaration as proof of illness or injury, where it is reasonably impractical to provide a medical certificate.

d) Payment for Carer’s Leave may be withheld where an employee does not provide proof of illness or injury.

35.5 Unpaid carer’s leave (full time & part time employees)

a) If an employee has exhausted their paid carer’s leave entitlement under Clause 35.2, he/she is entitled to take up to 2 days unpaid carer’s leave to provide care and support for members of the employee’s immediate family or a member of the employee’s household who need the employee’s care and support when they are ill or injured, or in the case of an unexpected emergency affecting the employee. Provided that additional unpaid days may be provided to the employee at the discretion of the employer.

b) The amount of unpaid carer’s leave is an unbroken period of up to 2 days (or as agreed by the employer) on each occasion or any separate period agreed between the employer and an employee.

c) Employees must notify the employer by telephone or arrange for the employer to be notified as soon as reasonably practicable of their inability to attend for work, the nature of the employees immediate family or household’s illness, injury or unexpected emergency and the estimated length of the employees absence.

d) The employer may require an employee to establish by the production of a medical certificate, the illness or injury of the member of the employee’s immediate family or a member of the employee’s household, and that the illness or injury is such as to require care by the employee.

e) The employer may require an employee to establish by the production of a statutory declaration, or other proof of illness or injury acceptable to the Employer, the details of the unexpected emergency entailing a member of the employee’s immediate family or a member of the employee’s household and that the emergency is such as to require the care and support by the employee.

36 Unpaid Carer’s Leave (casual employees)

36.1 Entitlement

a) An employee is entitled to take up to 2 days unpaid carer’s leave to provide care and support for members of the employee’s immediate family or a member of the employee’s household who need the employee’s care and support when they are ill or injured, or in the case of an unexpected emergency affecting the employee.

b) The amount of unpaid carer’s leave is an unbroken period of up to 2 days on each occasion or any separate period agreed between the employer and an employee.
c) Employees must notify the employer by telephone or arrange for the employer to be notified as soon as reasonably practicable of their inability to attend for work, the nature of the employees immediate family or household’s illness, injury or unexpected emergency and the estimated length of the employees absence.

d) The employer may require an employee to establish by the production of a medical certificate, the illness or injury of the member of the employee’s immediate family or a member of the employee’s household, and that the illness or injury is such as to require care by the employee.

e) The employer may require an employee to establish by the production of a statutory declaration, or other proof of illness or injury acceptable to the Employer, the details of the unexpected emergency entailing a member of the employee’s immediate family or a member of the employee’s household and that the emergency is such as to require the care and support by the employee.

37 **Jury Service (excluding casual employees)**

a) An employee required to attend for jury service will be entitled to have ‘make up pay’ for the first ten days that the employee is absent for a period of jury service, made up by the employer to equal his/her ordinary pay per day whilst meeting this requirement. The employee will give his/her employer proof of such attendance and the amount received in respect of such jury service.

b) ‘Make up pay’ is the difference between any jury service pay the employee receives and the employee’s ordinary rate of pay, excluding any allowances.

38 **Compassionate Leave**

38.1 **Definition**

‘Immediate family’ shall mean: a spouse, de facto partner, child, parent, grandparent, grandchild or sibling, daughter in law or son in law, of an employee; or a child, parent, grandparent, grandchild or sibling; daughter in law or son in law of the employee’s spouse or de facto partner.

38.2 **Entitlement – Full time employees and part time employees**

a) Employees shall be entitled to a maximum of 5 days, or 7 days when travelling interstate or overseas, paid compassionate leave under the following circumstances:

(i) On the death of a member of the employee’s immediate family or a member of the employee’s household; or

(ii) personal illness contracted by a member of an employee’s immediate family or a member of the employee’s household that poses a threat to his or her life; or

(iii) An injury sustained by a member of an employee’s immediate family or a member of the employee’s household that poses a threat to his or her life.

b) The 5, or 7, days may be taken as a single unbroken period or in 5, or 7, single days.

38.3 **Entitlement – Casual employees**

a) Employees shall be entitled to a maximum of 5 days. or 7 when travelling interstate or overseas, unpaid compassionate leave under the following circumstances:

(i) On the death of a member of the employee’s immediate family or a member of the employee’s household; or

(ii) personal illness contracted by a member of an employee’s immediate family or a member of the employee’s household that poses a threat to his or her life; or

(iii) An injury sustained by a member of an employee’s immediate family or a member of the employee’s household that poses a threat to his or her life.

b) The 5, or 7, days may be taken as a single unbroken period or in 5, or 7, single days.
39 **Parental Leave**

Employees (including eligible casual employees) are entitled to unpaid leave after a 12 month qualifying period for maternity, paternity or adoption leave in accordance with the provisions under the Fair Work Act 2009. The provisions are available from the employer upon request.

40 **Long Service Leave**

a) Employees are covered by the provisions of the Tasmanian Long Service Leave Act 1976, except for additional paid leave specified in clause b) below.

b) Eligible employees (as prescribed in the Tasmanian Long Service Leave Act) are entitled to 13 weeks paid leave after 10 years continuous service with the employer.

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**PART 8 – SUNDRY CONDITIONS**

41 **Uniforms & Presentation**

a) The employer will provide employees with a uniform that shall be replaced after fair wear and tear at the Employer’s discretion.

b) Employees are to wear their uniform at all times and are not to wear open toed shoes unless it is a casual dress day.

c) Employees are expected to maintain their uniform in a neat and tidy fashion and are responsible for laundering. Employees are provided with a laundry allowance.

d) Uniforms must be returned to the employer on termination of employment.

42 **Motor Vehicle**

a) The employer, wherever possible, seeks to provide company vehicles for Trainers for the use of official business only.

b) The employee shall take reasonable care of the company motor vehicle.

c) The company motor vehicle shall remain the property of St John Tas and be returned after each authorised usage by an employee.

d) Employees shall at all times observe the St John Ambulance Vehicle & Transport Policy & Guidelines.

e) Policies and procedures do not form part of this Enterprise Agreement.

43 **Work Related Expenses**

a) An employee will be reimbursed for all reasonable expenses approved in writing by the employer and incurred in the proper performance of the employee’s duties and responsibilities.

b) If an employee claims reimbursement of any expenses, the employee must produce evidence to the employer’s satisfaction of payment for such expense.
44 Workplace Delegates/Representatives (‘Delegates’)

a) Recognition of Delegates
St John Tas will recognise workplace delegates’ authorised by the unions and undertakes to allow such delegates to perform their role without any discrimination in respect of their employment.
St John Tas acknowledges that delegates represent and speak on behalf of union members in the workplace, and have the right to engage in collective negotiations with the employer on behalf of members without loss of pay. St John Tas will advise each new employee of the unions that have coverage within St John Tas and will inform them of payroll deductions for union dues at the time of induction.

b) Time off Work and Payment
Subject to operational needs and on request to and with the approval of the Chief Executive Officer of St John Tas (CEO), delegates will be granted reasonable time during work hours without loss of pay to:
   i) consult with union members and with officials of the delegates union;
   ii) attend accredited union education where they have been nominated for such training by their union.
   (No more than 3 days per calendar year in total; non accumulative) or as mutually agreed between the delegate and the CEO. That is, 3 days in total for all delegates of all unions (not each delegate of each union). The paid time off for union education is given between St John normal office hours only Monday to Friday (ie between 8.30am to 5pm). Delegates from each union are to resolve who attends the accredited union education days each year before submitting request to CEO.

Delegates may be granted reasonable time during work hours to participate in the internal affairs of the union. Any such time off will be without pay and subject to the operational needs and approval of the CEO.

c) Access to St John Tas Facilities
St John Tas will give delegates reasonable access to:
   i) telephone, facsimile, post and photocopying and;
   ii) internet and email facilities – where such facilities exist in the delegates workplace and the delegate has access to such facilities, subject to operational needs providing the delegate observes appropriate St John Tas policy;
   For the purpose of carrying out their role as a delegate and consulting with workplace colleagues and their Union.

d) Delegates Responsibilities
A delegate has no entitlement to act other than as an employee and as such is obliged to attend for duty and carry out instructions in the same manner as the employee. A delegate’s responsibilities in respect of their position as a delegate are additional to those of an employee.
A delegate shall not interfere with the effective working of St John Tas business and shall not leave the duties assigned to him / her by St John Tas without seeking the prior approval of the CEO. Approval will not be unreasonably denied.

e) Notice Boards
St John Tas will provide notice boards in accessible locations in the workplace on which unions and delegates may place notices relevant to employees and / or employee relations in the workplace.

PART 9 –TERMINATION OF EMPLOYMENT & REDUNDANCY

45 Termination of employment

a) At the end of employment, or sooner if required by the employer, employees will deliver to the employer, without making any copies, any keys, documents, records, programmes, any code within any application, customer lists, manuals, computers, software, discs or any other property of the employer or its customers in your possession or control including any copies in your possession or control.
b) The employee shall return to the Employer all company owned equipment including computer, mobile phone and vehicle on termination of employment.

c) The employer reserves the right to recoup the cost for any company property wilfully damaged or not returned at the end of your employment.

**Full Time & Part Time Employees**

**45.1 Termination by the employer**

a) Apart from the probationary period, the employment of employees may be terminated by the employer with the provisions of a minimum of four weeks notice.

b) This period of notice is increased by one week if the employee is over 45 years old and has completed at least 5 years continuous service with the employer.

c) Payment may be made in lieu of the appropriate period of notice.

**45.2 Instant dismissal**

a) The employee may be dismissed without notice for serious misconduct or neglect of duty.

b) In such a case, wages will be paid up to the time of dismissal only.

c) Serious misconduct includes but is not limited to the following:

- Theft of company property
- Violent behaviour
- Reporting for work under the influence of alcohol or a prohibited substance.
- Repeated failure to comply with company and or worksite safety policies and procedures.

d) Neglect of duty means negligence or refusal to obey a lawful and reasonable instruction by the employer.

e) The employer may suspend an employee with pay whilst a matter of serious misconduct or neglect of duty is investigated.

**45.3 Termination of employment by an employee**

a) Employment may be terminated by an employee who has worked for the employer for less than 1 year with a minimum period of 1 weeks’ notice; and by an employee who has worked for the employer for more than 1 year with a minimum period of two weeks notice.

b) Failure to provide the appropriate notice as specified in (a) above will result in the forfeiture of up to two weeks’ wages.

**45.4 Waiver of notice period**

Where the employer or an employee gives notice of termination of employment, the parties may mutually agree to the employment ending before expiration of the period of notice, and in such cases wages shall be paid up to the time of the agreed termination.

**Casual Employees**

Employment may be terminated by the employer or the employee with the provision of twenty four hours notice. Provided that employees will be instantly dismissed for serious misconduct or neglect of duty.
46 Redundancy (excluding casual employees)

46.1 Definition

‘Redundancy’ means a situation where the employer no longer wishes the job the employee has been doing to be done by anyone due to restructuring or economic circumstances.

Should an employee leave the Organisation to go to another job Redundancy does not apply.

46.2 Alternative employment

The Employer shall not be required to pay Redundancy pay to an Employee in circumstances where the Employer is able to secure reasonable alternative employment for the employee, either with the Employer or with another Employer.

46.3 Redundancy pay

An employee, other than an employee of a small business employer, whose employment is terminated by reason of redundancy is entitled to the following amount of Redundancy pay in respect of a period of continuous service:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Redundancy pay</th>
</tr>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
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<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay</td>
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<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
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<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
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<td>4 years and less than 5 years</td>
<td>8 weeks’ pay</td>
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<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years and above</td>
<td>16 weeks’ pay</td>
</tr>
</tbody>
</table>
SCHEDULE 1

JOB DEFINITION, PAY RATES, QUALIFICATION ALLOWANCE & PAY INCREASES

TRAINERS – FULL TIME AND PART TIME

1. Job Definition

A Trainer is responsible for the delivery of training programmes. The primary tasks of the position are:

(i) Preparation for delivery of training programs
(ii) Delivery of training programmes
(iii) Assessment of Students

2. Minimum Pay Rates

a) The rates in the table below are to be used for all provisions in this Enterprise Agreement such as leave, additional hours and superannuation.

<table>
<thead>
<tr>
<th>Classification Level – Tutors/ Instructors</th>
<th>Hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>$25.35</td>
</tr>
<tr>
<td>1.2</td>
<td>$25.60</td>
</tr>
<tr>
<td>1.3</td>
<td>$25.86</td>
</tr>
<tr>
<td>Level 2</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>$26.62</td>
</tr>
<tr>
<td>2.2</td>
<td>$26.89</td>
</tr>
<tr>
<td>2.3</td>
<td>$27.16</td>
</tr>
<tr>
<td>Level 3</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>$27.96</td>
</tr>
<tr>
<td>3.2</td>
<td>$28.24</td>
</tr>
<tr>
<td>3.3</td>
<td>$28.53</td>
</tr>
<tr>
<td>3.4</td>
<td>$28.82</td>
</tr>
<tr>
<td>Level 4</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>$29.36</td>
</tr>
<tr>
<td>4.2</td>
<td>$29.66</td>
</tr>
<tr>
<td>4.3</td>
<td>$29.96</td>
</tr>
<tr>
<td>4.4</td>
<td>$30.26</td>
</tr>
<tr>
<td>Level 5</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>$30.83</td>
</tr>
<tr>
<td>5.2</td>
<td>$31.14</td>
</tr>
<tr>
<td>5.3</td>
<td>$31.45</td>
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<tr>
<td>Level 6</td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>$32.37</td>
</tr>
<tr>
<td>6.2</td>
<td>$32.69</td>
</tr>
<tr>
<td>6.3</td>
<td>$33.02</td>
</tr>
<tr>
<td>Level 7</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>$33.99</td>
</tr>
<tr>
<td>7.2</td>
<td>$34.33</td>
</tr>
<tr>
<td>7.3</td>
<td>$34.67</td>
</tr>
</tbody>
</table>

b) Trainers will be paid according to the Classification structure set out in Schedule 2 of this Agreement.

c) The pay rates specified in clause 2a) above will take effect from the operative date specified by the Fair Work Commission, and back dated to the 1st October 2015. The pay rates will be back paid only on actual hours worked. The full terms and conditions of this Agreement (including clauses 30.2 Hours – full time employees and 30.3 Hours – part time employees) will not take effect until the operative date specified by the Fair Work Commission.
d) A Trainer will be eligible for movement to the next pay point (within the level) as set out in the rates above as follows:
- At the conclusion of the 12 month period;
- Or in the case of a part time employee, 1824 hours of similar experience;
- And following a satisfactory performance assessment.

e) Individual employees who are paid higher than the pay rates specified in Clauses 2 a) above will not be disadvantaged by the introduction of this Agreement. These individual employees will continue to be paid at their current rate of pay at the time of approval of this Agreement.

3. Qualification Allowance

a) A Qualification Allowance is payable to employees, who hold a qualification, as defined in clause b) below, at the time this Agreement is approved, or from such a later date at which the employee acquires the relevant qualification, that is relevant to the employee’s current position.

b) Qualification Allowance:
- Diploma/Advanced Diploma – an additional 2%
- Post Graduate or Relevant Degree – an additional 3%
- Post Graduate Certificate or Post Diploma – an additional 4%

c) The Qualification Allowance is payable on the rates prescribed in clause 2 a) above.

d) Where an employee would be entitled to more than one of the allowances set out in clause b) above, only the highest allowance will be payable.

e) This allowance will be paid on all forms of paid leave.

4. Pay Increases

a) The pay rates prescribed under Clause 2 a) above will be increased by the amount of the increase as handed down by the Fair Work Commission, or relevant body; or the All Capitals Consumer Price Index over the previous 12 months for the quarter ended 31st March; whichever is the highest, each year during the term of this Agreement.

b) The increase will take effect from the first full pay period commencing on or after the operative date specified by the Fair Work Commission in 2016 and onwards.
SCHEDULE 1
JOB DEFINITION, PAY RATES, QUALIFICATION ALLOWANCE & PAY INCREASES

TRAINERS – CASUAL

1. Job Definition

A Trainer is responsible for the delivery of training programmes. The primary tasks of the position are:

(i) Preparation for delivery of training programs
(ii) Delivery of training programmes
(iii) Assessment of Students

2. Minimum Pay Rates

Casual employees - will be paid the rates specified below.

a) A casual employee will be paid the daily rate specified below except where the engagement:
   - is less than five hours when payment will be at the hourly rate. Hourly rate: daily casual rate,
     specified in sub-clause e) below, divided by 5.
   - is more than 7 hours when payment will be at the hourly rate. Hourly rate: daily casual rate,
     specified in sub-clause e) below, divided by 7.

b) Where an hourly rate is paid, it will be payable for each hour of attendance, including any timetabled
   rest period, but excludes any unpaid meal break.

c) The pay rates in the table below are to be used for all provisions in this agreement such as
   superannuation.

d) The rates below include a 25% casual loading.

e) Classification Daily casual rate
   Tutors/Instructors
   Level 1  $215.00
   Level 2  $218.00
   Level 3  $223.00
   Level 4  $227.00
   Level 5  $236.00
   Level 6  $242.00
   Level 7  $248.00

f) Trainers will be paid according to the Classification structure set out in Schedule 2 of this Agreement.

g) Trainers may also be entitled to First Aid Allowance and Laundry Allowance.

h) Individual employees who are paid higher than the pay rates specified in Clauses 2 e) above will not be
   disadvantaged by the introduction of this Agreement. These individual employees will continue to be
   paid at their current rate of pay at the time of approval of this Agreement.
3. Qualification Allowance

a) A Qualification Allowance is payable to employees, who hold a qualification, as defined in clause b) below, at the time this Agreement is approved, or from such a later date at which the employee acquires the relevant qualification, that is relevant to the employee’s current position.

b) Qualification Allowance:
   - Relevant (Education, Nursing or Paramedicine) Diploma/Advanced Diploma – an additional 2%
   - Relevant (Education, Nursing or Paramedicine) Degree – an additional 3%
   - Relevant (Education, Nursing or Paramedicine) Post Graduate Qualification – an additional 4%

c) The Qualification Allowance is payable on the rates prescribed in clause 2 e) above.

d) Where an employee would be entitled to more than one of the allowances set out in clause b) above, only the highest allowance will be payable.

4. Pay Increases

a) The pay rates prescribed under Clause 2 e) above will be increased by the amount of the increase as handed down by the Fair Work Commission, or relevant body; or the All Capitals Consumer Price Index over the previous 12 months for the quarter ending 31st March; whichever is the highest, each year during the term of this Agreement.

b) The increase will take effect from the first full pay period commencing on or after the operative date specified by the Fair Work Commission in 2016 and onwards.
SCHEDULE 2
CLASSIFICATION STRUCTURE

1. Classification
   a) A Trainer Level 1 is a person with appropriate subject knowledge and skills as determined by the Employer. A Trainer Level 1 will commence at Level 1 and may progress to a maximum of Level 3.
   b) A Trainer Level 2 is a person with appropriate subject knowledge and skills as determined by the Employer and who has the minimum qualification of Certificate IV in Training and Assessment (TAE40110) or equivalent.
   c) A Trainer will commence at Level 2 and may progress to a maximum of Level 7. Individual trainers will be advised of their current level in writing under the classification structure.

2. Movement between pay points
   a) A Trainer will be eligible for movement to the next Level within the classification structure after each 12 month period, following a performance review which the employer will complete before the end of the 12 month period.
   b) Where an employee has been absent for in excess of three months, in aggregate, during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
   d) Where, due to the employer’s operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 months period commenced.
   e) Movement to the next pay point will only occur when the employee has, over the preceding 12 months:
      - Acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accordance with the priorities of the employer; and
      - Demonstrated satisfactory performance.
   f) If the requirements in sub-clause d) above are not met at the conclusion of the 12 month period the employee will not progress to the next pay point until such time as the requirements are met.
SCHEDULE 3
FORM FOR ALLOWANCES & OTHER BENEFITS

Parties:
The employer ("the employer")

and

.................................................... ("the employee")

Job title: ..............................................................

Allowance:

Agreement rate: $............
Allowance $............
Total individual rate $............

Date of commencement of allowance: ...........................................

Purpose of allowance

..........................................................................................................................
..........................................................................................................................
..........................................................................................................................
..........................................................................................................................

Employees are reminded that the information contained in the Form for Allowance is strictly confidential and should not be disclosed to any other personnel.

Acceptance Clause

Signed .................................................                            Date ...............................

St John Ambulance Australia Tasmania
Trainers Enterprise Agreement 2015
SCHEDULE 4
ELECTION TO CASH OUT ANNUAL LEAVE

I, ........................................, elect to cash out (be paid for) ...................... day/s of my current annual leave entitlement.

In making this election, I acknowledge that;

- In electing to cash out a portion of my annual leave, I give up my entitlement to take that amount of annual leave;

- The rate of pay at which my cashed out annual leave will be paid to me will be at least the rate of pay I receive at the time of making this election;

- I understand that not less than 4 weeks annual leave remains after the cashing out occurs;

- My employer will deduct the amount of annual leave I have cashed out from my accumulated annual leave balance;

- My employer has not required me to cash-out an amount of annual leave; and

- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my annual leave entitlement.

Employee Signature: .............................................................................................  Date: ...........................................

Employer Signature: .............................................................................................  Date: ...........................................
SIGNATURES OF THE PARTIES

NAME OF ENTERPRISE AGREEMENT
ST JOHN AMBULANCE AUSTRALIA TASMANIA TRAINERS ENTERPRISE AGREEMENT
2015 an Agreement made under the Fair Work Act 2009, between;

NAME (Employer)
ST JOHN AMBULANCE AUSTRALIA TASMANIA INC.

and

NAME – Authorised Bargaining Representative on behalf of the Australian Services Union Vic & Tas
RICHARD DUFFY

and

NAME – Authorised Bargaining Representative on behalf of the Health & Community Services Union Tas
TIM JACOBSON

Signatures:

FOR THE EMPLOYER:
Name in full (printed): Roxena Cowie
Signature: [Signature]
Position: Chief Executive Officer
Employer Address: 177 Main Road, Marnah, 7009

Witnessed By:
Name in full (printed): LEONI ANNE WEBSTER
Signature: [Signature]
Witness Address: 528 Huon Rd, South Hobart, 7004
FOR THE AUSTRALIAN SERVICES UNION:

Name in full: RICHARD DUFFY
Signature: [signature]
ASU Address: 116 QUEENSLAND ST, CARLTON STH 3053

Witnessed By:

Name in full (printed): SCOTT SHEPHERD
Signature: [signature]
Witness Address: 116 Queensland St, Carlton South VIC 3053

St John Ambulance Australia Tasmania
Trainers Enterprise Agreement 2015
ST JOHN AMBULANCE AUSTRALIA TASMANIA TRAINERS ENTERPRISE AGREEMENT 2015

In accordance with Section 190 of the Fair Work Act I, Roxena Cowie, Chief Executive Officer, of St John Ambulance Australia (Tasmania) Inc, make the following undertaking in relation to the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015.

Clause 35 - Personal/Carer’s Leave (excluding casual employees)
Clause 36 - Unpaid Carer’s Leave (casual employees)

All reference to care and support specified in Clause 35.4 - Conditions paid carer’s leave, Clause 35.5 - Unpaid carer’s leave (full time and part time employees), and Clause 36.1 - Entitlement shall be deleted and instead be replaced with the words care or support.

St John Ambulance Australia (Tasmania) Inc undertakes to provide all employees to be covered by the terms of the St John Ambulance Australia Tasmania Trainers Enterprise Agreement 2015 (the Agreement) with a copy of these undertaking within seven days of approval of the Agreement.

SIGNED BY:

Name in full of Employer (printed): .................................................. Roxena Cowie
Signature: .................................................. Date: 2/3/16
Employer Address: .................................................. 177 Main Road, Moonah 7009

WITNESSED BY:

Name in full (printed): .................................................. Scott McCrery
Signature: .................................................. Date: 2/3/16
Witness Address: .................................................. 13 Karapiti St, Highwill TAS 7011