



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**St John Ambulance Australia (NT) Inc.**  
(AG2016/4136)

## **ST JOHN AMBULANCE AUSTRALIA (NT) INC. AMBULANCE ENTERPRISE AGREEMENT 2013-2016**

Northern Territory

COMMISSIONER LEE

MELBOURNE, 29 AUGUST 2016

*Application for approval of the St John Ambulance Australia (NT) Inc. Ambulance Agreement 2013-2016.*

[1] An application has been made for approval of an enterprise agreement known as the *St John Ambulance Australia (NT) Inc. Ambulance Agreement 2013-2016* (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 (NT) Inc. The Agreement is a single enterprise agreement.

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

[3] United Voice being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement was approved on 29 August 2016 and, in accordance with s.54, will operate from 5 September 2016. The nominal expiry date of the Agreement is 30 June 2016.



COMMISSIONER

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<Price code J, AE420795 PR584723>

**St John Ambulance Australia (NT) Inc.**

**Ambulance Enterprise Agreement**

2013 – 2016

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# Enterprise Agreement

## Part 1 – Application & Operation

### 1. TITLE

- 1.1 This Agreement shall be known as the St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2013-2016.

### 2. PERSONS COVERED BY THIS AGREEMENT

- 2.1 This Agreement is between:

- (i) St John Ambulance Australia(NT) Inc, (ABN 85502986808), of 50 Dripstone Rd Casaurina NT 0811, ("St John NT") (the **Employer**); and
- (b) United Voice, (ABN 45 554 619 631), of 38 Wood Street Darwin NT 0800;
- (i) The employees of the Employer who are described at clause 2.2 of this Agreement (the **Employees**).

- 2.2 This Agreement covers the Employees of the Employer employed within the classifications set out in Schedule 1 this Agreement and who carry out their employment at the various Ambulance stations within the Northern Territory as described within this Agreement.

### 3. OBJECTIVES OF THIS AGREEMENT

- 3.1 This Agreement aims at continually improving communication and consultation in relation to major change and cooperation in the workplace. This Agreement recognises the important contribution of employees to ensure the future of St John NT.
- 3.2 Notwithstanding the terms of this agreement the National Employment Standards will apply as required by the Act.
- 3.3 No term of this Agreement shall operate where it is unlawful, where it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by law.
- 3.4 A term of this Agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which St John NT must provide as required by law.

### 4. RELATIONSHIP TO AWARD

- 4.1 Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.

### 5. COMMENCEMENT AND NOMINAL EXPIRY

- 5.1 This Agreement comes into operation on the seventh day after the date of approval by the Fair Work Commission.
- 5.2 The nominal expiry date of this Agreement is 30 June 2016, being three (3) years from the date of the previous Agreement nominal expiry date.
- 5.3 Payment of any increased rates outlined in Schedule 1 – pay rates due will be paid in the pay period following the approval of this Agreement by Fair Work Commission. No back payment is payable for rates that applied prior to signing of this Agreement.

### 6. PREMISES AT WHICH THIS AGREEMENT APPLIES

- 6.1 This Agreement applies to employees when operating from the following premises of St John

NT:

(i) Parap, Berrimah (JESCC), Casuarina, Palmerston, Katherine, Nhulunbuy, Tennant Creek and Alice Springs and any other St John NT premises established during the term of this Agreement; or

(ii) Where employees are working in different locations to suit the needs of its business.

6.2 This Agreement shall be kept available in hard or soft copy by St John NT at all premises in a place accessible to all employees.

## **7. NO EXTRA CLAIMS DURING THE PERIOD OF THIS AGREEMENT**

7.1 The parties will not pursue any extra claim(s) for the term of this Agreement except as provided in this Agreement.

## **8. DEFINITIONS**

8.1 In this Agreement:

(i) **Ambulance Transport Duties** means duties performed by Student Paramedic/Intern Paramedic/ Qualified Paramedic/Intensive Care Paramedic employees when on a call-out and includes vehicle preparation, standby and ambulance service events.

(ii) **Act** means the *Fair Work Act 2009* (Cth).

(iii) **Base Rate of Pay** means the hourly base rate of pay for the relevant classification pursuant to clause 32 of this Agreement. The base rate of pay excludes all loadings, penalties and allowances.

(iv) **Block rates** means the portion of the hour worked for which payment is due as follows:

0-7 minutes=unpaid

8-22 minutes = paid at .25 of base hourly rate

23-37 minutes = paid at .5 of base hourly rate

38-52 minutes = paid at .75 of base hourly rate

53-60 minutes = paid at 1 whole base hourly rate

(v) **Communication Duties** means duties performed by employees in the JESCC or other Communications centres.

(vi) **Continuous Service** means an uninterrupted period of employment (excluding absence permitted by this agreement and/or by statute). Continuous employment is interrupted by the employee taking leave without pay.

(vii) **De facto partner**

a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

b) includes a former de facto partner of the employee

(viii) **Eligible Casual Employee** means:

a) An employee who has been employed as a casual employee; and

b) The employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of in the last twelve



months

- (ix) **Employee Representative** means United Voice union representative, nominated employee United Voice Union delegate or other person nominated by the Employee.
- (x) **Employee(s)** means all St John Ambulance Australia (NT) Inc. Employees whose employment is classified in this agreement.
- (xi) **Employer** means St John Ambulance Australia(NT) Inc
- (xii) **FWC** means Fair Work Commission
- (xiii) **Immediate Family** means
  - a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - c) Additionally, the CEO and/or Director of Ambulance may consider that the definition of immediate family be extended for a particular decision involving an employee where exceptional circumstances exist. This might include other close family members or household member.
- (xiv) **Joint Consultative Committee (JCC)** mean employee group elected by the majority of employees covered under this Agreement plus the recognised employee rep, union, union delegates and management representatives. The JCC will be able to raise issues with the Ambulance Management Team or their designate for their consideration. This committee will meet as agreed by the JCC.
- (xv) **NES** means the National Employment Standards as set out in the *Fair Work Act 2009* (Cth).
- (xvi) **On-call** means when an employee who performs Ambulance Transport and Patient Transport duties that is rostered to be ready to respond to a call out to duty within a reasonable time (no more than fifteen minutes).
- (xvii) **Ordinary duty** means an employee who is required to perform Ambulance Transport / Patient Transport / Communications duties. Excludes SDO, on call and recall.
- (xviii) **Ordinary Hours of work** for fulltime employees will be 38 hrs per week or on average of 38 hrs per week spread over 15 Roster cycles of 28 days..
- (xix) **Ordinary Rate of pay** is the 'full rate of pay' would have been paid had the employee continued to work prior to being suspended and/or terminated, this includes allowances, loadings and penalty rates.
- (xx) **Patient Transport Services Duties** means duties performed by Patient Transport Officers attending non-emergency patient call-outs in Darwin and Alice Springs locations and includes vehicle preparation.
- (xxi) **Permanent Roster Line** means a dedicated roster line that is appointed to an employee who attracts roster allowance. This applies to and includes limited tenure appointments for a period which exceeds one (1) calendar month.
- (xxii) **Relevant Employees** means the individual employee affected and/or involved.
- (xxiii) **Re – Call** means when an employee re-called for duty by St John NT after ceasing duty on their ordinary shift of duty
- (xxiv) **Roster Cycle** means a twenty-eight (28) day cycle.

- (xxv) **Shift worker** means an employee who is employed where shifts are continuously rostered twenty-four (24) hours a day, seven (7) days a week and the employee is regularly rostered to work those shifts and the employee is regularly required to work on Sunday and Public Holidays.
- (xxvi) **St John NT** means St John Ambulance Australia (NT) Inc.
- (xxvii) **The ACT** means the Fair Work Act 2009 (Cth)
- (xxviii) **Union** means United Voice which is covered by this agreement.

## **PART 2 – CONSULTATION, DISPUTE RESOLUTION AND INDIVIDUAL FLEXIBILITY**

### **9. FLEXIBILITY TERM**

- 9.1 The Employer and an individual Employee may agree to make an individual flexibility agreement (**Individual Flexibility Agreement**) to vary the effect of the terms of this Agreement if:
- (i) the Agreement deals with 1 or more of the following matters:
    - a) arrangements about when work is performed
    - b) overtime rates
    - c) penalty rates
    - d) allowances
    - e) leave loading
    - f) meal breaks
    - g) start and finish times
  - (ii) the arrangement is genuinely agreed to by the employer and the individual employee in relation to 1 or more of the matters mentioned in Clause 9.1.(i); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee
- 9.2 The Individual Flexibility Agreement between the employer and the individual Employee must:
- (i) be about permitted matters within the meaning of section 172 of the Act;
  - (ii) not include unlawful terms within the meaning of section 194 of the Act; and
  - (iii) result in the individual Employee being better off overall than the individual Employee would be if no Individual Flexibility Agreement was made.
- 9.3 The Individual Flexibility Agreement between the Employer and the individual Employee must:
- (i) be in writing; and
  - (ii) include the name of the Employer and the individual Employee; and
  - (iii) be signed by the Employer and the individual Employee and if the individual Employee is under 18 years of age, signed by a parent or guardian of the individual Employee; and
  - (iv) include details of:
    - a) the terms of the Agreement that will be varied by the Individual Flexibility Agreement; and
    - b) how the Individual Flexibility Agreement will vary the effect of the terms; and

- c) how the individual Employee will be better off overall in relation to the terms and conditions of their employment as a result of the Individual Flexibility Agreement; and
  - (v) state the day on which the Individual Flexibility Agreement commences.
- 9.4 The Employer must give the individual Employee a copy of the Individual Flexibility Agreement within 14 days after it is agreed to.
- 9.5 the Employer or the individual Employee may terminate the Individual Flexibility Agreement:
  - (i) by giving not more than 28 days written notice to the other party to the Individual Flexibility Agreement; or
  - (ii) if the Employer and the individual Employee agree in writing – at any time.
- 10. CONSULTATION**
- 10.1 This clause applies if:
  - (i) The Employer has made a definite decision to introduce a major change to the production, program, organisation, structure, or technology in relation to its enterprise; and
  - (ii) the change is likely to have a significant effect on Employees of the enterprise; or
  - (iii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 10.2 The Employer must notify the relevant Employees of the decision to introduce the major workplace change.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee(s) advise the employer of the identity of the representative;
 The Employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees:
    - a) the introduction of the change; and
    - b) the effect the change is likely to have on the Employees; and
    - c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion – provide, in writing, to the relevant Employees:
    - a) all relevant information about the change including the nature of the change proposed; and
    - b) information about the expected effects of the change on the Employees; and
    - c) any other matters likely to affect the Employees.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 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 clauses 10.2, 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect of Employees if it results in:
- (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in paragraph (10.1)(iii):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) sub-clauses (10.11) to (10.15) apply.
- 10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 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.
- 10.13 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).
- 10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

## **11. DISPUTE RESOLUTION PROCESS**

11.1 If a dispute relates to a:

- (i) matter arising under the Agreement or
- (ii) the NES, this clause sets out the procedures to settle the dispute.

11.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

11.3 In the first instance, the Employees and St John must try to resolve the dispute at the workplace level, any discussions between the employee or employees and the relevant supervisors and/or management.

11.4 If a matter in dispute cannot be resolved at the workplace level, an Employee or the Employer may elect to have the matter referred to Fair Work Commission.

11.5 Fair Work Commission may deal with the dispute in 2 stages:

- (a) 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 Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

*A decision that 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.*

11.6 While the parties are trying to resolve the dispute using this clause:

- 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.

11.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

## **PART 3 – Procedural**

### **12. PREVENTING, DISCRIMINATION HARASSMENT AND BULLYING IN THE WORKPLACE**

- 12.1 It is the intention of all parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexuality, age, physical or mental disability, marital status, family and carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 12.2 All parties to this Agreement acknowledge the commitment to achieve and maintain a safe and healthy work environment and will take all reasonably practicable steps to prevent harassment and bullying in the workplace.
- 12.3 All parties to this Agreement acknowledge the St John Ambulance Code of Conduct. Pursuant to the code, an Employee and the employer will behave in a professional manner in carrying out their duties and treat colleagues, supervisors and others in the workplace with courtesy, dignity and respect at all times.
- 12.4 An Employee who is aggrieved by their treatment in employment may seek assistance under the Discrimination and Harassment and Workplace Bullying Policies.

### **13. SUPPORT SERVICES**

- 13.1 St John Ambulance NT provides access to an Employee Assistance Program (EAP) to all current and recently retired Employees, including their families where appropriate.
- 13.2 Access to EAP's by Employees and their families will be subject to the following:
- (i) The availability of the EAP program in their geographical area; and
  - (ii) The relevance of the Employee's family attending the counselling service, as determined by the provider; and
  - (iii) Consistent with the HR policy.
- St John NT is committed to providing support to all Employees.

### **14. TRANSMISSION OF BUSINESS**

If during the term of this Agreement a third party takes over the Ambulance Service, this Agreement is a transferable instrument and will continue to apply until expiry of this Agreement, replacement or variation by another instrument or order of FWC.

### **15. WORK HEALTH AND SAFETY**

- 15.1 The parties to this Agreement are committed to achieving and maintaining a safe and healthy work environment, and to ensuring compliance with the requirements of the Workplace Health and Safety Act or any superseding legislation.
- 15.2 St John NT 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.
- 15.3 St John NT will provide employees with the information, instruction and will provide at least one day of training annually to ensure the health, safety and welfare of employees.
- 15.4 Employees agree to:
- (i) take all reasonably practicable step to ensure their own safety while at work, and to ensure that no action or inaction while at work causes harm to any other person;

- (ii) co-operate with St John NT on health and safety matters;
  - (iii) follow the emergency procedures applicable to the area in which they are working; and
  - (iv) report any incidents, hazards or sub-standard conditions arising in the workplace to their supervisor as soon as practicably possible.
  - (v) attend health and safety training as required
- 15.5 Employees agree that they will advise St John NT of any drugs or medication they are taking which may affect their ability to work safely.
- 15.6 A working group will be formed to manage identified risk areas. The working group will consist of a union appointed representative from Communications and a union appointed representative from the Paramedics, a management representative and external parties as required. This working group is a sub-committee of the Joint Consultative Committee ("JCC").
- 16. DRUG AND ALCOHOL TESTING**
- 16.1 The Employees agree that they will not bring any alcohol onto work sites and that the employees will not consume alcohol on work sites or during work hours (even whilst off site).
- 16.2 The Employees agree that they will not use any drugs during working hours (whether on or off site) or bring any drugs onto work sites, unless those drugs are properly prescribed by a medical practitioner with respect to a diagnosed medical condition.
- 16.3 The Employees agree that an Employee will inform St John NT if the relevant Employee is taking any prescribed medicines which may affect or impair the employee's ability to work safely. In particular, the employee will inform St John NT of any potential impairment to the employee's ability to safely operate machinery or other such equipment.
- 16.4 The Employees agree to submit to random, incident related, or planned drug and alcohol testing at any time as directed by St John NT. The employees agree that an Employee submitting to a drug and alcohol test will take whatever action is necessary to ensure that the medical practitioner or testing facility's report can be provided to St John NT. In that respect, the Employees agree that an Employee submitting to a drug and alcohol test will sign any authority that the medical practitioner or testing facility may require from the Employee, before releasing the information to St John NT.
- 16.5 Failure to adhere to the above clauses may result in disciplinary action that could include termination of the Employee's employment with St John NT.
- 17. EMPLOYEE HEALTH ASSESSMENTS**
- 17.1 All Employees under this agreement are required to complete a medical, functional capacity and health assessment prior to commencement of employment and each five (5) years thereafter or as required by St John NT.
- 17.2 St John NT will meet the cost of the medical, functional capacity and health assessment.
- 17.3 The medical, functional capacity and health assessment will be conducted by the supplier of St John NT's choice.
- 17.4 St John NT will issue each Employee with adequate notice when each medical, functional capacity and 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).
- 17.5 Emergency Medical Dispatch Officers, Senior Emergency Medical Dispatch Officers shall be required to attend hearing and eye testing annually. St John NT will meet the cost of the hearing and eye testing.

- 17.6 St John NT will issue each Employee with adequate notice when each hearing and eye testing is due and will arrange the appointment(s) and advise the Employee in writing of the location, date and time of the appointment(s).
- 17.7 It is a requirement that the employee meet satisfactory levels in the medical, functional capacity, health assessment and the hearing and eye testing.
- 17.8 The results of the medical, functional capacity, health assessment and the hearing and eye testing will be provided to St John NT by the service provider(s).
- 17.9 Any restrictions noted in the results of the medical, functional capacity, health assessment and hearing and eye testing will be discussed with the Employee.
- 17.10 Where the Employee has restrictions placed on his/her capacity to perform his/her duties, the Employee will be provided with an opportunity to improve, provided the improvement targets set by St John NT are achieved within a maximum of three (3) months. The employee will be reimbursed the costs associated with achieving the improvement targets.
- 17.11 If necessary and where available St John NT will temporarily transfer the Employee to a suitable position. The temporary transfer will not exceed three (3) months and the Employee will not be financially disadvantaged for the period of this transfer.
- 17.12 If improvement targets are not achieved within three (3) months, the Employee will be transferred permanently to a suitable position and paid the base rate and any applicable allowances and penalties applicable to that position.
- 17.13 If no suitable duties are available, the Employee will be required to go on leave until cleared to perform their usual duties.
- 17.14 If the Employee takes leave without pay in accordance with clause 17.13, their statutory entitlements will continue to accrue (allowances and penalties will not be paid during this time).
- 17.15 Failure to meet the improvement targets may result in termination of employment.
- 17.16 St John NT may reasonably request an Employee to conduct a medical, functional capacity or health assessment at anytime; sufficient notice will be provided, at least three (3) months.
- 18. TRANSFER TO ANOTHER POSITION WITHIN ST JOHN NT**
- 18.1 Employees covered under this Agreement who accept an offer of employment to a position within St John NT, which is not covered under this Agreement ("the new position"), will have all, personal/carer's leave and Long Service Leave entitlements transferred. The terms and conditions of the new position will then apply to the Employee.
- 18.2 The Employee will not lose continuity of employment for Long Service Leave entitlements by accepting the new position.
- 19. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST**
- 19.1 During an Employee's employment with St John NT, an employee must not engage, directly or indirectly, in any employment or business that is similar to or competitive with the business of St John NT, without the prior written approval of St John NT.
- 19.2 Further, during an Employee's employment with St John NT, an Employee must not engage, directly or indirectly, in any employment or business that could impair the employee's ability to act in the best interests of St John NT, without the prior written approval of St John NT.



## **20. INTERNAL VACANCY SELECTION PROCESS**

20.1 All internal recruitment and selection processes shall be fair and equitable and based on the following principles:

- (i) Merit
- (ii) Legislative requirements
- (iii) EEO considerations; and
- (iv) Employee performance

20.2 For each position there will be an approved position description and selection criteria.

20.3 Employee's applications will be acknowledged and where requested feedback will be provided to the employee.

## **21. DUTIES**

21.1 Each Employee covered by this Agreement must:

- (i) carry out all lawful and reasonable instructions.
- (ii) Work efficiently, diligently and exercise all due care and skill in the performance of the employment with St John NT.
- (iii) not solicit or attempt to persuade any clients of St John NT to use the services of any other business.
- (iv) keep confidential all known trade secrets, including, but not limited to, techniques, product information, client lists and any other information whether in written, electronic or verbal form acquired through his/her employment with St John NT that is not already in the public domain.
- (v) carry out any other duties reasonably required by St John NT that are consistent with the Employees' respective skills and abilities.
- (vi) request permission to conduct private business or any duties other than normal operational requirements during working hours.

## **22. DISCIPLINARY PROCEDURE**

### **22.1 Investigation**

The Employer, on becoming aware of an incident that may require disciplinary action, shall firstly discuss the concerns with the Employee/s involved. The Employer, if they think necessary, shall then investigate the incident observing the requirements of natural justice and will make a decision as to whether the incident is one that requires disciplinary action.

### **22.2 Suspension**

If an Employee is under investigation in accordance clause 22.1, St John NT may direct an employee to not attend work and not to undertake any of the employee's work duties at any time, provided that St John NT provides the Employee with payment at the employee's ordinary rate of pay during the period of suspension. The Employee will not be financially disadvantaged if the outcome of the investigation determines no disciplinary action will be taken.

### **22.3 Formal Consultation Meeting**

Prior to any disciplinary action being taken by an employer against any Employee, the Employee will be provided an opportunity to provide a response in relation to the matter, with a view to accurately identify the problem/s, and the means of reducing and removing

the problem/s.

If these concerns continue, a formal consultation meeting will be held at which the Employee can bring a friend or nominated employee representative.

At the formal consultation meeting the employer will set out clearly and in writing, their concerns. The employee should have the opportunity to respond to the matters raised.

#### 22.4 First Warning

If the Employee does not improve his/her performance the supervisor shall give the Employee a written warning and a copy will be placed on the employee's personnel file. The Employee is entitled to have a nominated Employee representative who is present at this stage.

#### 22.5 Final Warning

The final warning shall clearly state that, should the Employee's actions continue, he/she may be dismissed. Copies of the final warning should be forwarded to the Employee and a copy placed on the employee's personnel file.

#### 22.6 Recommencement of Disciplinary Procedure

Where six (6) calendar months have passed since an Employee has been given a reprimand or a first warning and they have received no further reprimand or warning in relation to the issue(s), the reprimand and/or warning will be withdrawn. The disciplinary procedure shall recommence with formal consultation meeting(s) in the event that further issue(s) arise.

Where an Employee has been given a final warning and twelve (12) calendar months have passed and they have received no further reprimand or warning in relation to the issue(s), the warning will be withdrawn. The disciplinary procedure shall recommence with formal consultation meeting(s) in the event that further issue(s) arise.

#### 22.7 Conference Prior to Termination

Prior to any notice of termination, a problem-solving conference will be held between the Chief Executive Officer, and his/her delegate, and the employee and his/her representative. In all cases relating to the termination of an Employee, the Employee representative will be notified in writing before the termination takes effect.

#### 22.8 Termination

If the Employer believes there has been no improvement in the Employee's performance after the implementation of 22.3, 22.4 and 22.5, the Chief Executive Officer may terminate the Employee's contract of employment in accordance with this Agreement.

#### 22.9 Summary Dismissal

Where summary dismissal is appropriate, it is understood that the Disciplinary Procedure will be waived. An Employee may be dismissed without notice for serious neglect of duty or misconduct.

#### 22.10 Referral to Fair Work Commission

Nothing in this clause shall prevent a party referring any disciplinary matter to Fair Work Commission for conciliation.

#### 22.11 Savings

Nothing in this clause shall operate so as to restrict the application of the provisions contained elsewhere in this agreement or the Act relating to contract of employment, dismissal or redundancy.

## **PART 4- EMPLOYMENT RELATED MATTERS**

### **23. TYPES OF EMPLOYMENT**

- 23.1 Types of employment are full-time, part-time, casual and fixed-term.
- 23.2 Full-Time Employees will be required to work seventy-six (76) hours per fortnight ("Ordinary Hours") and reasonable additional hours.
- 23.3 Part-time Employees will be required to work an average of ordinary hours less than seventy-six (76) hours per fortnight ("Ordinary Hours") and not less than four (4) consecutive hours per day
- (i) All hours worked by Part-time employees in excess of seventy-six (76) hours per fortnight shall be paid as overtime.
  - (ii) Part-time Employees will have a written agreement upon commencement specifying the hours to be worked.
- 23.4 Clause 24.3 (i) and (ii) does not apply to employees working job share as per clause 24.
- 23.5 A casual employee is an Employee engaged on an hourly basis. The nature of the work performed would be irregular, intermittent, urgent or short term. However Employees will be allocated sufficient hours of work required to maintain an Authority to practice.
- (i) A casual Employee will be paid the hourly rate as prescribed in Schedule 1 – Pay Rates, plus a loading percentage of that hourly rate as follows:
    - 25% for all work on weekdays
    - 75% for all work on Saturdays and Sundays; and
    - 100% for all work on public holidays
  - (ii) The casual loadings in clause 23.5 (i) are paid instead of any allowance, weekend or public holiday penalty rate that would otherwise apply to full-time, part-time and fixed-term employees.
  - (iii) A casual Employee shall not be entitled to annual leave, personal/carer's leave, parental leave (except for an eligible casual as defined by FWC, public holidays, and redundancy pay.
  - (iv) A casual Employee will be given at least one hour's notice of termination if services are no longer required, unless termination was due to misconduct and/or inefficiency, in such circumstances no notice will be given.
  - (v) Casual paramedics must be available to complete at least 80 hrs of work per year plus training as part of the Continuing Education Program and on road training component appropriate to the needs of the individual.
  - (vi) Casual Employee salary progression will be subject to them completing 80 hrs or work per year as an on road paramedic.
- 23.6 A fixed term Employee is one engaged and paid as such on a full-time basis for a specified period.
- (i) A fixed term Employee, during the specified period of engagement, shall be entitled to the same terms and conditions as permanent employees.
  - (ii) A fixed term Employee who is subsequently appointed as a full-time Employee after completing a continuous period of employment as a fixed term Employee will be deemed to have commenced employment with St John NT from the date of commencement as a fixed term.

23.7 New Employees will be advised of the status of their employment in writing prior to commencing work with the employer.

#### **24. JOB SHARE**

24.1 St John Ambulance acknowledges that some members of staff for personal reasons require more flexibility in work hours or require job share work only. Where operational conditions allow, St John will endeavour to accommodate such requests in accordance with this clause.

24.2 Job sharing is an arrangement where two permanent employees share all the duties, responsibilities and associated entitlements of one permanent full-time position, on a 50-50 basis.

24.3 Overtime pay rates are paid in accordance with overtime entitlements.

24.4 Job Share Employees shall work a maximum of 6 days in any one fortnight.

24.5 Job sharing is available under the following conditions:

- (i) Job-share team(s) will comprise of two Employees only.
- (ii) A position filled by a job share team will continue to be a full-time position.
- (iii) Job-share team(s) will equally share all base rate pay, and any allowances and/or penalties, annual leave, personal/carers leave, compassionate leave and long service leave entitlements payable. All leave will be based on an equal share of one full-time position. Except for overtime and penalty payments for public holidays which will be paid to the Employee who has worked the overtime and/or public holiday.
- (iv) Annual leave, long service leave and personal leave will accrue on a pro rata basis of the full time equivalent position.
- (v) Where on-call is a part of the normal roster, the required 50% sharing of duties will be calculated over a period of no more than 28 days.
- (vi) Job-share team(s) can only be assigned to positions and/or roster lines applicable to the least qualified member of the team.
- (vii) Shift swaps by either of these parties must be clearly marked on time sheets and approved in accordance with any relevant clause relating to roster or shift changes.
- (viii) Requested long term changes to the job share selected roster options must be in writing and signed by both team members and submitted to the Operations Manager. Any requested change cannot occur until approval in writing is given by the Operations Manager, changes must maintain the 50/50 share of duties, responsibilities and entitlements.
- (ix) Where a job share member is absent due to illness, personal/carers leave, pay will apply at his/her usual rate of pay.

#### **24.6 Annual Leave**

- (i) The same leave line will be allocated by St John NT to both job share Employees. However St John Ambulance may approve different leave periods upon request from the Employee(s);
- (ii) Job-share team(s) should ideally provide at least 6 weeks notice of their request to take un-rostered annual leave.
- (iii) Where a leave request will create the need to fill the other half of the team(s) rostered duty on alternating working days, the other member of the team may be required to fill the position on a full-time basis.

#### **24.7 Long Term Absence**

- (i) Long Term Absence is regarded as an absence or anticipated absence for duty for any reason which is greater than the elected share rotation from the completion of the employee's last rostered shift.
- (ii) In the event of this occurrence, the remaining team member in the job share arrangement will revert to full-time employment (pay adjusted accordingly) for the duration of the other member's absence, or until a suitable replacement that is willing to enter in a job share arrangement is identified and approved in writing by St John NT.
- (iii) Notification of an anticipated long term absence must be made to the employees Operations Manager or his/her appointed representative as soon as the team member is aware that the absence is likely to extend beyond one continuous block.

#### **24.8 Status**

- (i) Parties must agree to remain in the job share arrangement until a vacancy occurs in their respective field of employment and/or be prepared to take alternate employment if available within the organisation. Should a team member elect to take alternate employment it will be in accordance with the terms and conditions applicable to that position.
- (ii) The job sharing agreement does not cease until alternate employment and/or a vacancy occurs which allows both members of the team to revert to full-time employment. An Employee electing to take alternative employment within the service does so at the rates applicable to that position.

### **25. HOURS OF WORK**

25.1 The hours of work are as defined in the Ordinary Hours definition of this Agreement.

25.2 No Employee will be required to perform Ambulance Transport Duties for more than ten (10) shifts of ordinary duty without a twenty-four (24) hour period off duty.

### **26. ROSTER**

#### **Types of Rosters**

26.1 Types of Rosters are:

- (i) 2,2,4 Roster operating in Darwin, Alice Springs and Katherine.
- (ii) Patient Transport Service Roster operating in Darwin only.
- (iii) Patient Transport Service Alice Springs / K Shift (afternoon roster)
- (iv) Other rosters as currently operating in remote locations.

26.2 2,2,4 Roster

- (i) Employees on a four (4) on x four (4) off Roster will work eight (8) day cycles in the following pattern:
  - a) two (2) consecutive day shifts;
  - b) two (2) consecutive night shifts, and
  - c) four (4) days off
- (ii) Roster line shifts may vary from 10, 12 or 14 hours.
- (iii) The paid hours are seventy-six (76) hours per fortnight, based the employee working

on average of seventy-six (76) hours each fortnight over 15 28 day roster cycles

- (iv) To compensate Employees for working additional hours in the roster, employees will:
  - a) Accrue an additional 2 weeks leave pursuant to sub clause 43.2(ii), and
  - b) Paid a roster allowance that provides for OT loadings and penalties and public holidays. This roster allowance will account for salary for all purposes with the exception of Long Service Leave.
- (v) To enable an evenly distributed 15 28 day roster cycles employees may be allocated a period of less than four (4) days off from time to time throughout the roster cycle.
- (vi) The Joint Consultative Committee (JCC) will be consulted for any changes to the roster cycle.

**26.3 Patient Transport Service (PTS) Roster - Darwin**

- (i) Employees on a four (4) on x four (4) off PTS Roster will work eight (8) day cycles in the following pattern:
  - a) four (4) consecutive afternoon shifts, and
  - b) four (4) days off
- (ii) PTS roster shifts are twelve (12) hours.
- (iii) The paid hours are seventy-six (76) hours per fortnight, based the employee working on average of seventy-six (76) hours each fortnight over 15 28 day roster cycles
- (iv) To compensate employees for working additional hours in the roster, employees will:
  - a) Accrue an additional 2 weeks leave pursuant to sub clause 43.2(ii),
  - b) Paid a roster allowance, that provides for overtime loadings and penalties and public holidays. This roster allowance will account for salary for all purposes with the exception of Long Service Leave.
- (v) To enable an evenly distributed 15 28 day roster cycles employees may be allocated a period of less than four (4) days off from time to time throughout the roster cycle.
- (vi) The Joint Consultative Committee (JCC) will be consulted for any changes to the roster cycle.

**26.4 Patient Transport Service (PTS) Roster – Alice Springs and K Shift - Darwin**

- (i) Employees on a five (5) day PTS roster will work seven (7) day cycles in the following pattern:
  - a) five (5) consecutive afternoon shifts, and
  - b) two (2) days off
- (ii) Shifts outlined in 27.4 (a)(i) are eight (8) hours.
- (iii) The paid hours are seventy-six (76) hours per fortnight, based the Employee working an average of seventy-six (76) hours each fortnight over the twelve (12) month roster cycle.
- (iv) To compensate Employees for working additional hours in the roster, employees will accrue additional annual leave, refer Annual Leave clause of this Agreement.

**26.5 Tennant Creek Roster**

- (i) The roster will work on an eight (8) day cycle with four on and four off.

- (ii) Employees rostered on shift will work between four (4) and six (6) hours per day from the centre. The remainder of the shift will be worked away from the centre.
- (iii) Actual times worked from the centre are to be negotiated with the employer and employees working permanently in Tennant creek and agreed in writing.
- (iv) Shift change over will occur at a time negotiated between officers and approved by OIC Barkly on the day of the change.
- (v) Officers are not required to work from the centre on Weekends and Public Holidays. The entire period is to be work on an on-call basis.

#### 26.6 Nhulunbuy Roster

As agreed by the employer and Nhulunbuy employees.

#### 26.7 Communications Roster

- (i) Employees on a four (4) on x four (4) off Roster will work eight (8) cycles in the following pattern:
  - a) two (2) consecutive day shifts;
  - b) two (2) consecutive night shifts, and
  - c) four (4) days off
- (ii) Roster line shifts may vary from 10, 12 or 14 hours.
- (iii) The paid hours are seventy-six (76) hours per fortnight, based the employee working on average of seventy-six (76) hours calculated over fifteen 28 day roster cycles
- (iv) To compensate Employees for working additional hours in the roster, employees will:
  - a) Accrue an additional 2 weeks leave pursuant to sub clause 43.2(iii); and
  - b) Be paid a composite rate that takes into account and provides for all overtime, loadings, meal allowances and penalties.
- (v) To enable an evenly distributed fifteen 28 day roster cycles employees may be allocated a period of less than four (4) days off from time to time throughout the roster cycle.
- (vi) The Joint Consultative Committee (JCC) will be consulted on any changes to the roster cycle.

#### General

26.8 St John NT will display a roster in a place accessible in each workplace to all Employees covered by the roster. The roster shall be posted at least seven (7) days before its commencement.

26.9 The roster shall set out relevant employees:

- (i) Commencing and finishing duty and time off for a period of twenty-eight (28) days
- (ii) On-call duty
- (iii) Service Duty Officer
- (iv) Approved leave periods
- (v) Shift swaps

26.10 Subject to other clauses of this Agreement, the employees may work at such times and on

such days as required by St John NT.

- 26.11 St John NT will not change the roster without first notifying the affected Employee(s) with at least seven (7) days notice. When unexpected employee absences occur due to illness or other reasons, St John NT will notify the employee(s) whose rostered hours are to change as soon as possible, this may be less than seven (7) days notice. .
- 26.12 It is the responsibility of the employee even when absent from the workplace to ensure that the employee is aware of the roster(s) and any change(s) made, where seven (7) days notice has been given by St John NT.
- 26.13 Whenever possible, St John NT will provide at least twenty-four (24) hours notice prior to commencement of the affected shift(s) and such notice will be given via phone or in writing via email, text or displayed on centre and acknowledged by the employee.
- 26.14 St John NT may by agreement with the JCC to;
- (i) introduce or change the type of rosters; and/or
  - (ii) introduce or change the start or finish times;
- in order to meet operational requirements. Relevant employees will be given at least eight (8) weeks' notice of the date for the implementation of any consulted changes.

## **27. SHIFT SWAPS**

Employee may arrange for shift changes with the following provision:

- (i) Employees must receive written approval from their manager or their designate.
- (ii) Where prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on their time sheet with payment made accordingly.
- (iii) Shift swaps should only occur on the basis that each Employee maintains an average of 38 hours per week.
- (iv) Where a shift swap is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by St John Ambulance NT.

## **28. SHIFT WORK**

- 28.1 Shift work for the purpose of this Agreement is defined in this clause. This clause applies to all classifications in this Agreement, excluding all levels of Emergency Medical Dispatch Officers.
- 28.2 "Day shift" means any shift of ordinary hours commencing at or after 6am and before 10am.
- 28.3 "Afternoon shift" means any shift of ordinary hours finishing after 8pm but not later than midnight.
- 28.4 "Night shift" means any shift commencing at or after 6pm and before 6am.
- 28.5 "Regular Afternoon shift" means an afternoon shift of ordinary hours conducted Monday through Friday which does not rotate or alternate with night, Saturday or Sunday shifts. This applies to permanent appointments only.
- 28.6 "Saturday shift" means a shift of ordinary hours commencing after 0000hrs and finishing before 2359hrs on a Saturday.
- 28.7 "Sunday shift" means a shift of ordinary hours commencing after 0000hrs and finishing before 2359hrs on a Sunday.
- 28.8 For each ordinary hour of work performed by an Employee on any shift defined in this clause,



the Employee shall be paid the relevant base rate of pay plus the loading applicable to the shift as per the following table:

<i>Shift</i>	<i>Shift Work Loading applicable on ordinary hourly rate of pay</i>
Day Shift	NA
Afternoon Shift	15%
Night Shift	15%
Regular Afternoon Shift	20%
Saturday Shift	50%
Sunday Shift	100%

- 28.9 The time of commencing and finishing shifts may be varied by agreement between the Employer and a majority of Employees, to suit the circumstances of the business or in the absence of agreement, by seven days notice of alteration given by the employer.

## **29. MULTIPLE BENEFITS**

Where a situation arises in which an Employee is entitled to receive more than one loading, overtime rate, penalty rate etc, the Employee will be entitled to receive only one of those benefits. The benefit which will be paid to the Employee in such situation will be that which provides the greatest financial benefit to the Employee. For example, if the Employee is required to work shift work, on a Sunday, which also happens to be a Public Holiday, the Employee will be paid the greater of the three penalty rates, not all three.

- 29.1 Where a situation arises in which an Employee is entitled to receive more than one roster allowance, Nhulunbuy allowance, Tennant Creek allowance, or shift loading the Employee will be entitled to receive only one of those benefits.

If the Employee is required to work in a centre, other than the Employee's home centre, which attracts a roster allowance, Nhulunbuy allowance, Tennant Creek allowance, or shift loading, the Employee will be paid the greater of the two.

- 29.2 The benefit which will be paid to the Employee in such situation will be that which provides the greatest financial benefit to the Employee.

## **30. ONCALL**

- 30.1 On-call shall be defined: as an Employee who is required to be ready to respond to a call.

- 30.2 On-call allowance applies to full-time, part-time and casual employees, excluding Employees working in Nhulunbuy on composite wages.

- 30.3 On-call rates will be as follows:

- (i) Mon-Fri - 15 per cent (15%)
- (ii) Sat – twenty per cent (20%)
- (iii) Sun – thirty per cent (30%)
- (iv) Public Holidays – thirty-seven and a half per cent (37.5%) of the Employee's base hourly rate per hour of on-call work at block rates.

- 30.4 Nothing in this clause prohibits an Employee from temporarily leaving the workplace or home when rostered on-call after having made arrangements satisfactory to St John NT and approved by the Employees immediate supervisor for the proper conduct of the service.

- 30.5 On-call duties shall, wherever practicable, be shared equally between employees operating

from any one ambulance centre, excluding SDO duties.

- 30.6 Time on-call will not be counted as time worked unless an employee is called out and performs ambulance transport duty, in which case, the employee will be paid at the rate of double time for such period(s) of ambulance transport duty with a minimum payment of two (2) hours per call out period, for the time so worked in any period during which the Employee is on-call, provided that two (2) hours has elapsed from the commencement of the previous call out.
- 30.7 Unrostered on-call will be paid at the rate of the Employee's base rate of pay and will be paid in the following circumstances:
- (i) called to work following a period of on-call; or
  - (ii) when on a rostered day off
- 30.8 Unrostered on call will not be paid when an Employee elects to cover another employee's on call.
- 30.9 An Employee will not be required to work on-call for a continuous period of more than fourteen (14) days.

### **31. RE-CALL**

- 31.1 An Employee who has completed a rostered shift of duty, who is recalled to duty prior to the commencement of the Employee's next rostered shift and such recall is not continuous with any rostered shift, is entitled to payment at double time for all time worked with a minimum of two hours, subject to the following:
- (i) If an Employee is recalled for ambulance transport duty, the Employee will be paid at the rate of double time for such period(s) of ambulance transport duty with a minimum payment of two (2) hours per call out period for the time so worked in any period during which the Employee is on-call, provided that two (2) hours has elapsed from the commencement of the previous call out.
- 31.2 This rate shall be in substitution of and not cumulative on the on-call allowance(s) referred to in clause 30.3.

### **32. CLASSIFICATIONS AND SALARIES**

- 32.1 Full-time Employees will receive an annual gross base salary for the work carried out in their position, with advancement being subject to the requirements specified in clause 33 –as follows:
- (i) See Schedule 2 – Pay Rates
  - (ii) Part-time Employees will be paid a pro-rata amount of the full-time annual gross salary.
  - (iii) The net cash amount of a relevant employee's salary will be paid fortnightly.
  - (iv) Under this Agreement there will be a base salary increase of 3% on the date this Agreement comes into effect.
- 32.2 Further increases of 3% will follow from the 1<sup>st</sup> July each year as Specified in Schedule 2 –pay rates. The net cash amount of Employee's respective wages will be paid by electronic funds transfer to a bank, building society or credit union as nominated by each employee.
- 32.3 Subject to clause 5.3, an Employee will receive the applicable classification increase identified in Schedule 2 – Pay Rates and Schedule 1 – Classification Definitions, as applies to the Employee's employment type, on the dates advised or a subsequent back-dated payment will be made.

### **33. PAY SCALES AND CAREER ADVANCEMENT**

- 33.1 Pay scales as set out in Schedule 2 – Pay Rates apply to the relevant position from commencement of employment with St John NT. Increase in pay and career advancement is dependent on satisfactory performance of duties and completed years of service, calculated on the anniversary date of the employee's commencement of the position, with St John NT.
- 33.2 Pay scale increases apply from 1 July of each year to Employees who have satisfactorily performed their duties and in accordance with Schedule 1 – Classification Definitions.

### **34. HIGHER DUTIES**

- 34.1 If an Employee is appointed to a higher position for a limited tenure, the Employee will be paid the pay scale applicable to the higher position for the period he/she is appointed to the higher position and performs the higher duties. This clause does not apply where an Employee is undertaking additional duties in his/her existing position.

### **35. PROBATION PERIOD / MINIMUM PERIOD OF EMPLOYMENT**

- 35.1 The first six (6) months of an Employee's employment is a probationary period. During this period, either St John NT or an employee may terminate the employment with one (1) weeks notice or payment in lieu of notice by St John NT or forfeiture by the employee of remuneration or entitlements in lieu of notice.
- 35.2 In the event that St John NT neither confirms nor terminates employment, at conclusion of the probation period referred to in clause 35.1, the employment will be deemed to be confirmed.
- 35.3 A performance review may be conducted throughout the employee's probationary period by the Employee's supervisor.

### **36. PAYMENT OF WAGES**

- 36.1 Pays will be processed on a Thursday in fortnightly instalments. If Thursday (or any other day that week) is a public holiday, pays will be processed on the Friday (or as otherwise advised in advance).
- 36.2 Overtime and penalty rates shall be processed not later than the next normal pay day, provided the employee has completed and submitted timesheets within two days of the close of the current pay period.
- 36.3 As pays are processed in advance of receiving timesheets, any payment for personal leave, annual leave and other leave will be corrected in the next pay period. Where an overpayment for leave has occurred the employee will be deducted 7.6 hours of their leave accrual or if sufficient leave accruals not available an adjustment will be made.
- 36.4 Payment will be made by electronic funds transfer, unless prevailing circumstances require otherwise. Payslips will be provided to staff personally or by electronic transmission.

### **37. SALARY PACKAGING**

- 37.1 St John NT has made available a salary packaging option, to all Employees upon commencement, through an external service provider.
- 37.2 An Employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Australia Taxation Office (ATO) or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement.
- 37.3 Under the salary sacrifice packaging arrangements, the following conditions apply:

- (i) The arrangement operates at no additional cost to St John NT, either directly or indirectly; and
- (ii) Salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes will be met by the Employee; and
- (iii) An Employee will meet any administration costs as part of the salary sacrifice arrangements, including Fringe Benefits Tax (FBT) liabilities that may arise; and
- (iv) An Employee will provide evidence of having obtained or waived their right to obtain independent financial advice before taking up salary sacrifice arrangements.
- (v) Misuse of this salary packaging option, by any Employee, will result in removal of the benefit for that employee(s).

### **38. SUPERANNUATION**

- 38.1 Superannuation is payable in accordance with applicable legislation, as varied from time to time.
- 38.2 Where St John NT is obliged to make superannuation contributions in compliance with the legislation, those contributions will be paid into Australian Super, unless otherwise agreed and advised upon commencement of employment.

### **39. OVERTIME**

#### **General**

- 39.1 This clause applies to full time, part-time and fixed term employees only.
- 39.2 St John NT may require an employee to work overtime as the need arises at overtime rates and such Employees shall work overtime in accordance with these requirements.
- 39.3 An Employee may reasonably refuse overtime in accordance with the Act.

#### **Offering Overtime**

- 39.4 The parties recognise that it may not be possible or desirable to share overtime equally among Employees, however St John NT will offer overtime equitably to all Employees.
- 39.5 Employees will indicate to St John NT their likely availability for overtime or where the offer of overtime will be difficult or impossible to accept.

#### **Overtime Penalty Rates**

- 39.6 Any Employee who works overtime will be paid at the rate of double time for the overtime hours worked.

#### **Other**

- 39.7 An Employee who is required to continue or resume ambulance transport duties without having had ten (10) consecutive hours off ambulance transport duties, will be paid at double time for the continued or resumed hours where ambulance transport duties are performed in excess of the Employee's rostered shift. To be read in conjunction with clause 51.
- 39.8 All overtime payments covered in clause 51 will be paid in accordance with block rates.

### **40. BREAKS**

- 40.1 All Employees shall be entitled to break of not less than 30 minutes duration for a meal during each shift, to be taken at such time as will not interfere with the continuity of work and where practicable not commence earlier than after 4 hours work .

#### **41. MEAL ALLOWANCE**

41.1 Whilst on shift, a meal allowance of \$23.26 is payable when:

- (i) An Employee performing ambulance transport, patient transport or communications duties for Four (4) continuous hours without a full thirty (30) minute meal break; or
- (ii) An Employee performing ambulance transport, patient transport or communications duties for two (2) hours or more after rostered finishing time; or
- (iii) An Employee re-called to perform ambulance transport duties for more than four (4) hours.

41.2 An Employee performing ambulance transport duties for four (4) continuous hours without a completed meal break of thirty (30) minutes shall be paid after such period at an additional ordinary hourly base rate per hour for the hour(s) (or part thereof) whilst performing duties until such time as a subsequent meal break period is completed.

41.3 An Employee performing patient transport or communications duties for a minimum of four (4) hours without a completed meal break of thirty (30) minutes shall be paid after such period at an additional ordinary hourly base rate per hour for the hour(s) (or part thereof) whilst performing duties until such time as a subsequent meal break period is commenced.

41.4 The above hours and applicable payments will be calculated at block rates.

#### **42. ALLOWANCES**

All allowances (excluding roster, shift, Northern Territory and remote area allowances) will be increased each year by three per cent (3%) per annum. Increases will be applied from the first pay date after 1 July each year after commencement of the Agreement until the nominal expiry date.

##### **42.1 Roster Allowance**

- a) Roster allowance is payable to employees when performing ambulance transport and patient transport duties and working regular night shifts on a dedicated roster line in Alice Springs, Darwin and Katherine at the rate of 32.4% of the base hourly rate of the employee's appointed classification as indicated in Schedule 2 – Pay Rates.
- b) Roster allowance will be paid fortnightly. No roster allowance will be paid other than as set out above in 42.1a.
- c) Roster Allowance covers all overtime, shift and weekend penalties.

##### **42.2 Shift Allowance**

- a) Shift allowance is payable to employees when performing duties and working shift work.
- b) Shift allowance will be paid in accordance with the Shift Work clause in this Agreement.

##### **42.3 Nhulunbuy Allowance**

- a) Employees located at Nhulunbuy will not be paid roster allowance or shift allowance.
- b) A Nhulunbuy allowance is paid as per Schedule 3 – Allowances for employees located at Nhulunbuy. Roster, Shift and On-call Allowances are not paid to employees permanently or temporarily employed to the Nhulunbuy Centre.
- c) The allowance paid also includes office duties and is in lieu of on-call and re-call payments.

#### **42.4 Tennant Creek Allowance**

- a) Employees located at Tennant Creek will not be paid roster allowance or shift allowance.
- b) A Tennant Creek allowance is paid as per Schedule 3 – Allowances for Employees located at Tennant Creek. Roster, Shift and On-call Allowances are not paid to Employees permanently or temporarily employed to the Tennant Creek centre.
- c) The allowance paid also includes office duties and is in lieu of on-call and re-call payments.

#### **42.5 Tutor Allowance -EMD**

- a) Emergency Medical Dispatch officers who undertake mentoring to other Communications Employees shall be entitled to a Tutor Allowance per shift as specified in Schedule 3 – Allowances.
- b) This allowance will only be paid to employees employed at EMD1 and EMD2 classifications providing on-the-job training to more junior classifications. Senior EMD salary classification incorporates this allowance and therefore this allowance does not apply.
- c) Proof of participation is to be recorded on the Employee's fortnightly timesheet and approved by the supervisor.

#### **42.6 Mentor Allowance - Paramedic**

- a) A Qualified Paramedic who has been registered as a mentor as per SJA requirements, will receive a Mentor Allowance as specified in schedule 3.
- b) A mentor is a person who is required to act as a guide and advisor for Intern and supervised paramedics. The mentor is required to provide constructive feedback and support to the paramedic.
- c) St John recognises the value of establishing relationships between Employees that can maximise the potential of both the person being mentored and the person providing coaching, feedback and development(the mentor), St John is committed to providing established training annually to employees registered as mentors.

#### **42.7 Service Duty Officer Allowance**

- a) Where an Employee is required to perform Service Duty Officer (SDO) duties, outside of ordinary rostered hours, an on-call rate as specified in clause 30.3 of this Agreement will be paid.
- b) The on-call rate will not apply to ordinary rostered hours.
- c) An Employee performing SDO duties outside ordinary rostered hours, will be paid at the Employee's base hourly rate if and when called out to attend a case for the period of attendance at the case and in accordance with block rates (clause 43.6 does not apply to SDO duties).

#### **42.8 Living Away From Home Allowance**

- a) Where an Employee is residing in St John NT provided accommodation, whilst living away from home, for more than twenty-eight (28) days but less than three (3) months, or unless otherwise requested by St John NT, the Employee will be provided with a weekly living away from home allowance (LAHA) as specified in Schedule 3 - Allowances.
- b) If accommodated in private accommodation, St John NT will pay the living away from

home meal allowance (as specified above) only.

#### **42.9 Travel Allowance**

- a) An Employee on official duty involving overnight accommodation away from his/her usual place of residence shall be entitled to the following:
  - i. St John NT will provide all accommodation at its own cost.
  - ii. where meals are not included with the accommodation provided, St John NT will pay a travel allowance (TA) of \$26.50 per meal, up to a maximum of \$75 per day for a maximum period of twenty-eight (28) days.

#### **42.10 Remote Area Allowance**

- a) A remote area allowance is to be paid fortnightly to employees who are appointed to work in Tennant Creek, Nhulunbuy or Katherine.
- b) The remote area allowance is not payable to employees temporarily transferring to the locations specified in 42.10a for a continuous period of less than three (3) months (refer LAHA clause 42.8 or TA clause 42.9).
- c) The remote area allowance amounts are specified in Schedule 3 – Allowances. Employees provided with accommodation or reimbursed for accommodation by St John NT are only eligible for the amount listed on the Schedule as Remote Area Allowance (accommodation provided).
- d) The remote area allowance amounts specified in Schedule 3 – Allowances are gross figures, effective from commencement of the Agreement and are subject to applicable taxation.

#### **42.11 Northern Territory Allowance**

- a) A Northern Territory allowance, as specified in Schedule 3 - Allowances, shall be paid pro rata on a fortnightly basis to Employees with dependents, under the age of eighteen (18), residing with the Employee in the Northern Territory.
- b) Evidence must be provided to Human Resources Department with annual confirmation that dependants are still residing with the Employee in the Northern Territory to continue receiving the allowance.
- c) This allowance is not to be paid in conjunction with any Remote Area Allowance.

#### **42.12 Driving Licence Allowance**

- a) St John NT will reimburse the cost of the Employee's drivers licence, at a rate specified in Schedule 3 - Allowances, for all classifications covered in this agreement that require a current driving licence for the purpose of their employment.
- b) If it is a requirement of an Employee's employment that they hold a current licence or permit to drive or operate a motor vehicle, an Employee must notify St John NT immediately if charged with any offence in relation to the operation of motor vehicle or if his/her licence is suspended or cancelled. The suspension or cancellation of the employee's licence may result in termination of the relevant Employee's employment.

## **PART 4 – LEAVE**

### **43. LEAVE**

For each day of leave taken, 7.6 hrs that would otherwise have been paid if the Employee had worked the shift will be deducted from the leave accrued.

#### **43.1 Annual Leave**

- (i) An Employee is entitled to four (4) weeks of paid annual leave per twelve (12) months of continuous work.
- (ii) A shift worker is entitled to an additional one (1) week of annual leave per twelve (12) months of continuous work.
- (iii) An Employee transferring to another centre will forego any pre-approved leave and will be required to re-apply.
- (iv) Annual Leave will be paid at the base rate for a seventy-six (76) hour fortnight.
- (v) Employees receiving roster allowance shall be paid the roster allowance of 32.4% that would have been payable had the employee not been on annual leave during that period;
- (vi) Employees have an obligation to take annual leave on a regular basis and St John NT will not unreasonably withhold approval of annual leave.
- (vii) Where possible the Employee is required to provide a minimum of six (6) weeks' notice of their intention to take annual leave.
- (viii) Where rostered annual leave is taken by an Employee on a permanent roster line the amount of day(s) taken will be deducted from the annual leave accruals, calculated and deducted at 7.6 hours per day.
- (ix) Where un-rostered leave is taken by an Employee on a permanent roster line the Employee will be deducted one (1) day of annual leave accruals for every shift the Employee would have been rostered to work for that period but is absent.
- (x) Annual leave and additional leave will be taken in accordance with leave roster, unless otherwise agreed between St John Ambulance and an Employee.
- (xi) St John NT may direct Employee(s) to take any annual leave, in circumstances where the employee has accrued in excess of two (2) years of annual leave accruals. St John NT will provide a minimum six (6) weeks notice period to the Employee of when the annual leave is to be taken.

#### **43.2 Extra Annual Leave**

- (i) In addition to annual leave, Employees covered by this Agreement are entitled to:
  - a) Two (2) week paid regional leave (76 hours) per twelve (12) months of continuous work;
  - b) One (1) week paid public holiday leave (38 hours) per twelve (12) months of continuous work, in recognition of being required to work or for working the National and NT gazetted Public Holidays.
- (ii) All Employees appointed to a 2,2,4 permanent roster line performing Ambulance Transport Duties are entitled to an additional two (2) week roster leave (76 hours) per twelve (12) months of continuous work as per clause 26.2, 26.3, 26.5 and 26.6.
- (iii) Employees under the classification of Emergency Medical Dispatch Officers, and



Senior Emergency Medical Dispatch Officers are entitled to two (2) additional week communications leave (76 hours) per twelve (12) continuous months of work. In lieu of performing Communications duties on a permanent roster, including performing communications duties regularly on weekends and public holidays or being rostered off for such days.

#### 43.3 Annual leave loading

- (i) Annual leave loading payment is payable on annual leave accrued in accordance with Clause 43.1 and 43.2.
- (ii) During a period of annual leave an employee shall be paid a loading of 17.5% calculated on the weekly base rate applying at the time the Employee commences such leave.

#### 43.4 Cashing Out Annual Leave

- (i) Cashing out of annual leave is permitted provided at least four (4) weeks annual leave entitlements are retained.
- (ii) An Employee must complete the Cashing Out Annual Leave Application to request a cashing out of annual leave payment.
- (iii) The Cashing out Annual Leave Application is to be submitted to the Employee's Manager.
- (iv) The Employee will be notified in writing of the outcome of their request.
- (v) St John NT reserves the right to reject any cashing out of annual leave request.
- (vi) Leave loading will be paid at seventeen point five per cent (17.5%) of the Employee's base rate for all approved annual leave cashing out payments.

#### 43.5 Personal Leave

- (i) Personal leave is available to employees other than casuals to enable them to be absent from duty:
  - a) Because the Employee is unfit for work because of a personal illness, or personal injury;
  - b) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who is ill or injured.
- (ii) An Employee is entitled to accrue up to fifteen (15) days paid personal/carer's leave per twelve (12) months' continuous work.
- (iii) Where personal/carer's leave is taken by an Employee on a permanent roster line, the Employee will be deducted one (1) day of personal/carer's leave accrual for every shift the Employee would have been rostered to work for that period but is absent.
- (iv) Where it is not practicable for the Employee to give prior notice of absence due to circumstances beyond their control, the Employee must notify their manager by telephone of such absence at the first available opportunity. An Employee must provide evidence of the illness or injury, by producing a medical certificate, in the following circumstances:
  - a) where the Employee has been absent for two (2) or more consecutive days;
  - b) when four (4) or more single days are taken within any twelve (12) month period; and
  - c) a single day or more either side of any rostered day off, leave and/or public

holiday, where a full-time Employee had been rostered off.

- (v) A statutory declaration must be provided by the employee in the following circumstances:
  - a) where the Employee has been unable, despite genuine reasonable attempts, to obtain a medical certificate; or
  - b) where the Employee resides in a remote area and is unable to obtain a medical certificate; or
  - c) where the leave is carer's leave.
- (vi) If a statutory declaration is provided in accordance with sub-clause (v) above, it must state:
  - a) The reason why the Employee is unable to provide a medical certificate; and
  - b) The reason for and period of absence.
- (vii) St John Ambulance may require the Employee to undergo a medical examination by a medical practitioner to establish the nature of the Employee's illness and an opinion on the duration of the illness, where the Employee is frequently absent or expected to be so, due to illness; or
  - a) It's consider that an Employee's performance may be affected due to illness; or
  - b) It's considered that an Employee is incapable of performing normal duties on medical grounds
- (viii) Unpaid Personal leave
  - a) Payment of unused personal/carers leave will only be made to Employees who have completed a minimum five (5) years continuous service.
  - b) An Employee, who terminates his /her employment, other than in circumstances of summary dismissal (in which no entitlement to this payment is available), will be paid unused sick leave in accordance with the following table:

<b>Years of Continuous Service</b>	<b>Percentage of unused personal/carers leave payable</b>
More than 5 years but less than 6 years	10%
More than 6 years but less than 7 years	20%
More than 7 years but less than 8 years	30%
More than 8 years but less than 9 years	40%
In excess of 9 years	50%

#### 43.6 Unpaid Carers leave

If an Employee has used up all his or her accrued paid personal leave entitlements, the Employee is entitled to 2 days unpaid carer's leave, on each occasion, the employee provides care or support to a member of his or her immediate family or household because that person is ill or injured or is affected by an unexpected emergency. An employee cannot take unpaid carers leave if the employee has accrued personal leave.

#### 43.7 Compassionate Leave

- (i) An Employee (including a casual Employee) is entitled to five (5) days of compassionate leave to spend time with members of their immediate family or household who have sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household. An Employee may take compassionate leave for each occasion as:
  - a) a single continuous five (5) day period; or
  - b) five (5) separate periods of one day each; or
  - c) any separate periods to which the employee and his or her Employer agree.
- (ii) on each occasion and the Employee must provide evidence that satisfies the Employer of the death of an immediate family member or member of the Employee's household.
- (iii) Bereavement leave under this clause may also be granted in other justifiable circumstances as determined by St John NT.

#### 43.8 Payments of Compassionate Leave

- (i) If an Employee (other than a casual employee) takes a period of compassionate or bereavement leave, the employer must pay the employee at the employee's baserate of pay for the hours the employee would have worked during the period.
- (ii) Casuals are entitled to unpaid compassionate leave. The Employer must be given notice as soon as practicable and must advise the Employer of the period or expected period of the leave.

#### 43.9 Community Service Leave

- (i) Community service leave may be accessed following an approved Employee request to attend a 'voluntary emergency management activity'.
- (ii) Employees, including casual Employees, are entitled to be absent from work for the purpose of performing a 'voluntary emergency management activity' or jury service (refer definitions).
- (iii) Community service leave is unpaid, except in relation to jury service (refer Jury Duty clause 56 of this Agreement).

#### 43.10 Parental Leave

For the purpose of this clause:

Child means a child (or children from a multiple birth) born to a staff member or a staff member's partner; or a child who is placed with a staff member through an adoption process and/or legal guardianship.

Parental leave means an unbroken period of adoption leave, maternity leave or partner leave.

Maternity leave means leave taken by employees who are mothers of new-born children.

Partner leave means leave taken by a staff member in accordance with this clause.

Primary care giver means the child's parent who has the dedicated responsibility for the day-to-day care of the child.

Partner includes a current or former (except for Adoption leave) husband or wife, de facto partner or same sex partner.

An employee with 12 months continuous service, who is not a casual staff member, shall be entitled to parental leave in accordance with this NES and this clause. A fixed term staff member will not be entitled to parental leave beyond the expiry of his/her contract.

(i) Paid Parental Leave

- a) All St John NT Employees who become pregnant, or whose partner becomes pregnant are entitled to up to six (6) weeks Paid Parental Leave after 12 months continuous service provided they are the primary caregiver of the child.
- b) Leave may be shared between the birth mother and her partner but not thereby increasing total of leave taken. Leave may be taken concurrently, subject to providing declaration to the delegate in relation to eligibility.

(ii) Paid Adoption leave

- a) An Employee who adopts a child is entitled to Paid Parental leave
- b) The partner who is the primary carer is entitled to up to six (6) weeks Paid Parental Leave after 12 months continuous service.
- c) The Employee must be the legal parent and the child's primary care-giver. The child must be at placement less than sixteen years of age, not a step-child of staff member or partner, and not previously lived continuously with the staff member for 6 months or more. Leave may be shared between the parents but not thereby increased in total or taken concurrently.

(iii) Paid Partner Leave

- a) An Employee whose partner becomes pregnant or a staff member who is not the primary care-giver of an adopted child is entitled to two (2) weeks paid partner leave.
- b) Employees are required to notify his/her supervisor and the Human Resources department as soon as the Employee is aware of when the partner leave will commence and expected return date.

(iv) Payment of paid parental/adoption/partner leave

- a) Payment of Parental Leave will be paid at the employee's base rate of pay. Payment may be taken at half pay.
- b) Parental Leave payments are in addition to the Australian Governments Paid Parental Leave Scheme.
- c) Employees are required to notify his/her supervisor and the Human Resources department as soon as the employee is aware of when the maternity/adoption/partner leave will commence and expected return date.
- d) In addition to satisfying the notice requirements Employees must also submit a Request for Paid Parental Leave form along with the child's birth certificate or proof of adoption

(v) Paid Parental Leave Scheme

- a) Employees are entitled to parental leave in accordance with the Federal Government's Paid Parental Leave Scheme and the relevant legislation.
- b) The Federal Government's Paid Parental Leave Scheme benefits will be in addition to existing St John NT Parental Leave entitlements.

(vi) Special Parental Leave

- a) Where the pregnancy of an Employee not then on parental leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies is necessary.
- b) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- c) Where an Employee not then on parental leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies is necessary before her return to work.
- d) Where leave is granted in accordance with this sub-clause the Employee may return to work at any time, as agreed between the Employer and the Employee provided that a medical certificate from a registered medical practitioner stating that the employee is fit to return to work on her normal duties is provided to St John NT.

43.11 Long Service Leave

- (i) Employees are entitled to long service leave in accordance with the Northern Territory Long Service Leave Act.
- (ii) Long service leave payments will be made in accordance with the Long Service Leave Act. Payment of long service leave excludes overtime, allowances and penalties. St John NT agrees to pay the base rate to the employee at the time the long service leave is taken.

43.12 Defence Force Leave

- (i) Employees may be entitled to not more than four (4) weeks paid leave each year to engage in or undertake training in the Australian Defence Forces.
- (ii) An Employee must produce to the satisfaction of St John NT, advice of the requirement for his or her defence force attendance.
- (iii) An Employee shall provide St John NT with a minimum of twelve (12) weeks' notice of expected defence force leave.
- (iv) No liability for injury during defence force leave
- (v) Where an Employee has a claim for compensation for injury or illness as a result of leave granted under this By-law, the claim shall not be recognised by the Territory and the Employee shall submit any claim to the Australian Department of Defence.

43.13 Study leave

- (i) Study leave for paramedics to undertake studies relevant to the Employee's employment may be granted. The following applies:
- (ii) Study leave will be limited to a maximum of one hundred and four (104) hours per annum;
- (iii) All study must be relevant to the service or to the staff development needs of the Employee as identified by St John NT;
- (iv) Study leave request must be in writing and have the approval of the Employees manager prior to its submission to the Director of Ambulance or his/her nominated

delegate.

- (v) Approval of study leave shall be at the sole discretion of St John NT;
- (vi) Study leave entitlements will be paid at the base rate excluding allowances and penalties.
- (vii) Adequate Study facilities will be provided at each station for Employees to Study.

**43.14 Union training and associated leave**

- (i) The Employer shall grant two (2) days leave with pay per year non-cumulative for an employee union delegate to attend courses/training approved by United Voice.
- (ii) The Employee union delegate will provide a minimum six (6) weeks' notice.
- (iii) The Employee union delegate shall be paid the Employee's base rate for actual hours. St John will not cover the expense of travel time and travel costs including but not limited to mileage allowance, fares, tolls or other expenses.
- (iv) The Employee union delegate will advise their supervisor of all union commitments (including but not limited to employee meetings, union meetings, and delegate training) as soon as practicably possible.
- (v) Approval of union delegate training and commitments is at the sole discretion of St John NT.
- (vi) Study leave can be accessed in addition to leave as provided in this clause.

**44. PUBLIC HOLIDAYS**

**44.1** Employees are entitled to a day off on a Public Holiday (as defined in this clause).

**44.2** For the purpose of this clause, the following days, unless substituted by or under a law of the State or Territory in which the relevant Employee is principally engaged to perform work, shall be Public Holidays:

- (i) New Year's Day;
- (ii) Australia Day;
- (iii) Good Friday;
- (iv) Easter Saturday;
- (v) Easter Monday;
- (vi) ANZAC Day;
- (vii) Christmas Day;
- (viii) Boxing Day; and
- (ix) the Queen's birthday holiday (on the day on which it is celebrated or any day in lieu of which it is celebrated in a State or Territory or a region of a State or Territory in which the relevant employee is principally engaged to perform work); and
- (x) any other day declared to be a public holiday or day in lieu of any days declared to be a public holiday by Notice in the Northern Territory Statutory Public Holidays list or under a law of the State or Territory in which the relevant employee is principally engaged to perform work.

**44.3** If an employee works a Public Holiday in accordance with clause 44.2, the employee will be paid two and a half (2.5) times the employee's base rate for the hours worked.

- 44.4 No payment will be made to any employee in respect of a Public Holiday other than as specified in clause 44.3.
- 44.5 Public Holidays which fall during periods of annual leave and which have been claimed by an Employee as an annual leave day and processed as annual leave, will be re-credited as per the National Employment Standards.

## **PART 6 - GENERAL**

### **45. TRAVEL**

- 45.1 Whilst an Employee is travelling on official business the Employee will be paid his/her base hourly rate for actual travelling time.
- 45.2 St John NT will cover the reasonable costs of travel and accommodation.
- 45.3 Travel arrangements are to be made by St John NT.
- 45.4 Meals will be paid in accordance with the Travel Allowance clause 42.9.
- 45.5 Management reserves the right to elect the mode of travel.
- 45.6 Where an Employee has approval to use their own vehicle whilst travelling on official business (this does not include travelling to and from work) they shall be reimbursed in accordance with the Motor Vehicle Expenses clause 46.
- 45.7 Where an Employee is travelling by road, a vehicle will be provided by St John NT where available and travelling time for the purposes of clause 45.1 will be calculated as follows:

DARWIN – ALICE SPRINGS	16 HOURS (SPLIT OVER TWO DAYS)
DARWIN – TENNANT CREEK	10 HOURS
DARWIN – KATHERINE	3 HOURS
KATHERINE – ALICE SPRINGS	12 HOURS
KATHERINE – TENNANT CREEK	7 HOURS
TENNANT CREEK – ALICE SPRINGS	5 HOURS

- 45.8 Where an employee is travelling by air, the Employee will be paid one hour either side of the actual travelling time. Hours must be indicated on the Employee timesheet for payment.

### **46. MOTOR VEHICLE EXPENSES**

- 46.1 Employees will be reimbursed per kilometre for all work related travel (not including travel to and from work) in their own vehicle, provided that an Employee obtains prior written approval from St John NT for this expense.
- 46.2 Proof of per kilometre usage must be provided, along with a reimbursement form, for approval by St John NT.
- 46.3 The per kilometre amount will be paid as determined by the NT Public Sector and increased in accordance with the Northern Territory Public Sector.
- 46.4 Employees who choose to use his/her personal vehicle for business purposes must provide a written indemnity signed and witnessed, indemnifying St John NT from all claims that may arise due to the use of the private vehicle.

### **47. RELOCATION EXPENSES**

- 47.1 Employees promoted/transferred internally will be entitled to have reasonable relocation expenses reimbursed by St John NT.

- 47.2 Relocation expenses will include all reasonable household and personal effects, including one motor vehicle.

**48. WORK RELATED EXPENSES**

- 48.1 An Employee will be reimbursed for all reasonable expenses approved in writing by St John NT and incurred in the proper performance of the Employee's duties and responsibilities. If an Employee claims reimbursement of any expenses, the Employee must produce evidence to St John NT's satisfaction of payment for such expenses.

**49. PAID STAFF MEETINGS**

- 49.1 Where an Employee, covered under this Agreement, is required to attend, in their own time, meetings arising out of the implementation of this Agreement or other work related meetings as requested by their supervisor or their delegate, the employee will receive their base rate of pay, equal to the time of such attendance.
- 49.2 All reasonable steps will be made by St John NT to arrange the meetings referred to in 49.1 while the relevant Employee is on shift.
- 49.3 A relevant Employee on duty will, wherever practicable, be relieved from operational duty to attend meetings referred to by this clause.

**50. FATIGUE BREAKS**

- 50.1 Employees are encouraged to take breaks when needed. Provision exists at any time for an Employee to call for relief.

**51. MINIMUM BREAK BETWEEN SHIFTS**

- 51.1 The minimum break between shifts will be ten (10) consecutive hours off ambulance transport duties, patient transport or communications duties between rostered shifts including where overtime is necessary.

**52. REST AND RECLINE**

- 52.1 Operational employees may take the opportunity to rest or recline provided all centre and associated duties have been completed.
- 52.2 Response times are not to be compromised as a result of this provision.

**53. ATTENDANCE AT COURT**

- 53.1 Where an Employee has been summoned to attend proceedings before Fair Work Commission, a Court or Tribunal which relates to the Employee's employment with St John NT, the Employee shall be paid at the ordinary rate of pay for all time spent at the proceedings, plus reasonable travel expenses, less reimbursements from any other source. The ordinary rate of pay is payable whether the attendance is required during normal rostered working hours or outside normal rostered working hours.
- 53.2 Proof of service of the above mentioned summons and attendance shall be provided by the employee to the satisfaction of St John NT.
- 53.3 An Employee is to have a minimum ten (10) hour break before proceedings, except in extenuating circumstances where a lesser break time may apply with mutual agreement.
- 53.4 Leave shall be granted for the period necessary to travel to and from and be present at the proceedings.
- 53.5 Where Employees are required to participate in police interviews, for work purposes, participation will be paid at the Employee's base rate for the period of the interview.



**54. EQUIPMENT AND TOOLS OF THE TRADE**

- 54.1 St John NT will provide Employees with all tools of trade necessary to perform their work. The equipment will remain the property of St John NT.
- 54.2 Employees are responsible for the proper care and protection of tools provided by St John NT. If the tools are lost due to the Employee's negligence, or if an Employee fails to return any tools in a fair condition upon termination of their Employment, after taking into account fair wear and tear. St John NT is permitted, upon receiving Employee authorisation, to deduct the cost of the tools from any unpaid wages owing to the Employee.

**55. CLOTHING, UNIFORMS AND EQUIPMENT**

- 55.1 St John NT shall provide all clothing, uniforms and equipment required for the performance of work, which will remain the property of St John NT.
- 55.2 St John NT will provide all approved protective clothing/equipment and safety appliances when required for the use of Employees at no cost to the Employee and will maintain an adequate supply at each centre. If an Employee requests to purchase alternate approved protective clothing/equipment and safety appliances, St John NT will reimburse the Employee the cost of the item or up to the value of the St John NT issued items whichever is the lesser amount.
- 55.3 In the event St John NT is not able to fit Employees with appropriate clothing, St John NT will reimburse the Employee for costs associated with purchasing the appropriate clothing.
- 55.4 Pregnant Employees requiring maternity uniforms will be provided with maternity uniforms or reimbursement of alterations to existing uniforms upon producing a receipt.
- 55.5 Uniform change requests that relate to the safety and wellbeing of the Employee can be raised throughout the life of this Agreement and must be agreed to by the parties to this Agreement.
- 55.6 St John NT will meet the laundering costs of soiled and/or contaminated uniforms obtained whilst conducting duties upon receipt of the appropriate paperwork completed by the employee.

**56. JURY DUTY**

- 56.1 If an Employee is required to attend for jury duty, the Employee must advise St John NT as soon as practicable of the requirement to attend and the period or expected period of the absence.
- 56.2 If an Employee is required for jury duty and during his/her ordinary working hours, the Employee will be permitted leave of absence without loss of pay (less any jury service payments received by the Employee) for the first ten (10) days of the period of the absence due to jury duty. If the period of jury duty extends beyond ten (10) days, the Employee is permitted to be absent without pay.
- 56.3 Employees serving on jury duty will be required to provide evidence to St John NT, which would satisfy a reasonable person of the amount of payment received by them in jury service payments.

## **57. PERSONAL PROPERTY**

- 57.1 St John NT may inspect an Employees' personal property (including bags and lockers) on St John NT or client premises, as part of an investigation (refer 22.1 of this Agreement ). St John NT will advise the Employee of the purpose of the inspection and will not conduct the inspection without the presence of the Employee and his/her representative.
- 57.2 Any Employee who has personal property stolen or damaged, in the workplace, through no fault of their own will be reimbursed for the cost of such stolen or damaged property upon reporting the incident. For items under ninety dollars (\$90), the employee must provide evidence of the value of the stolen or damaged property. For items exceeding ninety dollars (\$90) the Employee must provide evidence of the value of the stolen or damaged property and a police report or witness statement/statutory declaration.

## **58. AUTHORISATION TO DEDUCT WAGES**

### **58.1 Overpayments**

- (i) A situation might occur from time to time where the Employee is paid money (whether by way of wages and / or allowances) that St John NT does not legally have to pay.
- (ii) In the event that St John NT makes an overpayment, the Employee authorise St John NT to deduct an agreed amount per fortnight from the Employee's wages until such time as the overpayment has been repaid.
- (iii) In the event that the employment is terminated prior to repayment in full of any overpayment, the Employee authorises the balance of the overpayment to be deducted from his/her final pay.
- (iv) In the event that repayment of any overpayment is not received in full following termination of employment, recovery action will be taken.

### **58.2 Damage**

- (i) If, following an investigation, an Employee is found to have deliberately caused or occasioned damage to St John NT's property, the Employee authorises St John NT to deduct an agreed amount per fortnight from the Employee's wages until such time as the cost of repair or replacement of the damaged property has been repaid in full.
- (ii) In the event that the employment is terminated prior to repayment in full of the cost of repair or replacement of the damaged property, the Employee authorizes the balance of the cost of the repair or replacement to be deducted from his/her final pay.
- (iii) In the event that repayment of the cost of repair or replacement of any damage is not received in full following termination of employment, recovery action will be taken.

## **59. CONFIDENTIALITY**

- 59.1 The Employee acknowledges that he/she will not disclose any confidential information or discuss the affairs of St John NT other than in the course of his or her employment and for the purposes of St John NT's business. Confidential information includes but is not limited to:
- (i) Any information St John NT tells the employee is confidential.
  - (ii) Trade secrets, designs and intellectual property.
  - (iii) Information of a commercially sensitive nature including price lists, products, patient

and customer lists and any document or thing commercially sensitive to the business of St John NT.

- 59.2 The Employee agrees to return all confidential information on request by St John NT. In particular, the Employee will return on termination of his/her employment, all documents including photocopies that in any way relate to confidential information of St John NT.
- 59.3 The Employee agrees that unless required by law to do so, he/she will not divulge any information whether in written, electronic or verbal form acquired from or through his/her employment with St John NT that is not already in the public domain.

## **60. INCOME PROTECTION INSURANCE**

St John NT will provide income protection insurance for all full-time and part-time Employees covered under this Agreement in line with the St John income protection policy.

## **61. INTELLECTUAL PROPERTY**

- 61.1 The Employee agrees that all intellectual property including but not limited to copyright material, methods of operation and other information regarding St John NT's business which came into existence during the period and in the course of employment and in any way associated with the business of St John NT is the property of St John NT.
- 61.2 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 NT remains the property of St John NT.
- 61.3 This intellectual property includes but is not limited to the Employee's use and knowledge of operational manuals, policies, procedures, software and databases.

## **62. TRAINING**

- 62.1 Employees must successfully complete training as required by St John Ambulance NT as part of the Continuing Education program
- 62.2 Where possible training will be scheduled during normal working hours or as otherwise agreed between St John Ambulance NT and the employee.
- 62.3 Training will be tailored to ensure that relevant skills and knowledge are refreshed. To assist in this process, St John Ambulance NT will seek information from a range of staff and areas, including
- (i) Patient Transport/Communications/Paramedics
  - (ii) Paramedic Training College
  - (iii) Medical Director; and
  - (iv) Director Ambulance Operations
- 62.4 It is the intention that the training will achieve the following:
- (i) Maintain knowledge and skills to meet service requirements;
  - (ii) Update staff on Clinical Practice Guidelines/Procedures and Drug Protocols;
  - (iii) Update staff on clinical practice manuals and clinical work instructions changes.
- 62.5 Regional employees may be required to undertake training as part of the continuing education program at his or her station or in Darwin/Alice Springs at the discretion of St John Ambulance NT.

Payment for attendance at training will be paid at the employee's base rate of pay rate of pay. Overtime rates are not payable for attendance at training.

### **63. PROFESSIONAL DEVELOPMENT**

- 63.1 All Employees, in conjunction with St John NT, are required to ensure their skills and qualifications/accreditations are current to ensure continued employment.
- 63.2 All Employees who undertake the Bachelor of Science (Paramedical Science) work integrated learning program must complete the Degree within a maximum of four (4) years from commencement of the Degree. Student Paramedics who fail to complete the Degree within the four (4) year period may have their employment terminated.
- 63.3 St John NT will reimburse Employees attending St John NT approved courses/training that are relevant to the Employee's employment upon successful completion of the course/training.
- 63.4 Parties agree to commit to support the professional development of Employees employed as Qualified Paramedics and ICP's holding a current certificate to practice and also Emergency Medical Dispatch Officer Level 2 and above. The amount will be a maximum amount per annum per Employee, eligible after 12 months continuous employment.
- 63.5 Parties agree to commit to develop and support a professional development program for Employees employed as Qualified Paramedics, holding a current certificate to practice and Emergency Medical Dispatch Officer level 2 and above. The professional development budget, for this purpose, is set at \$60,000 each year ending 30 June 2014 and 30 June 2015.
- 63.6 In recognition of St John's commit to a professional development, it will give consideration to professional development becoming a regular item on the JCC Agenda.
- 63.7 To assist in their professional development regional paramedics located in Katherine, Tennant Creek and Gove will be provided the opportunity annually to work on the road in Darwin or Alice Springs.

### **PART 7 – TERMINATION OF EMPLOYMENT AND RELATED MATTERS**

#### **64. NOTICE OF TERMINATION**

- 64.1 This clause applies only to full-time and part-time Employees.
- 64.2 Other than during any applicable probationary period, either the Employer or the Employee may terminate the Employee's employment by giving the amount of notice determined by the following table:

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

- 64.3 If an Employee is over 45 years of age at the time of the giving of the notice, and has not less than two years continuous service with the employer, the Employee is entitled to an additional week's notice. Employees providing the employer with notice of termination do not need to comply with this sub-clause.
- 64.4 With respect to any period of notice, the employer may do any of the following:
- (a) pay the Employee in lieu of any part or all of the notice period;
  - (b) require the Employee not to report to work during the whole or any part of the notice period;
  - (c) provide the Employee with duties different from those which the Employee would

ordinarily perform.

- 64.5 Payment in lieu of the prescribed notice in clause 64.2 and 64.3 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 64.6 The required amount of payment in lieu of notice is the amount that the affected Employee would have earned, and the Employer would have been liable to pay, if the Employee's employment had continued until the end of the required period of notice. That total must be calculated taking into account:
- (a) the Employee's Ordinary Hours of work (as it relates to the Employee's employment status); and
  - (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example, allowances, loadings and penalties, (not including overtime)).
- 64.7 The period of notice in this clause does not apply in the case of an Employee's dismissal for serious misconduct.
- 64.8 It is agreed that where an Employee provides the employer with less than the required amount of notice of termination of the Employee's employment, the employer may deduct from any remaining payment due to the Employee from the employer a monetary amount equal to the amount of notice which the Employee failed to provide the employer.
- 64.9 If an Employee and the Employer agree, an Employee may be released prior to the expiry of the notice period with payment of wages or salary to the date of termination only.

## **65. SUSPENSION**

- 65.1 The Employer may direct an Employee to not attend work and not to undertake any of the Employee's work duties at any time, provided that the employer provides the Employee with payment at the Employee's ordinary rate of pay during the period of suspension.
- 65.2 The circumstances in which the Employer may give the Employee such a direction include, but are not limited to, circumstances in which the employer is carrying out an investigation into allegations of misconduct.

## **66. RETURN OF PROPERTY**

- 66.1 Immediately upon the termination of an Employee's employment for any reason, or otherwise at the Employer's request, the Employee must return to the employer all property belonging to the Employer and any information which relates to the business of the Employer or its clients or potential clients, which is in the Employee's custody, possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).
- 66.2 St John NT is entitled to, with the Employee's authorisation, deduct from any remuneration or accrued entitlements on termination of a relevant Employee's employment, for any reason, the value of any property not returned or the costs of replacing all such property and the relevant Employee will reimburse St John NT for any shortfall in the value of property not returned, which exceeds the value of the employee's pay and accrued entitlements upon termination.

## **67. REDUNDANCY**

- 67.1 This clause applies only to full-time and part-time Employees.

- 67.2 Subject to the exceptions outlined below, if the Employer terminates an Employee's employment because of redundancy, then in addition to the required period of notice provided in this Agreement the affected Employee will be entitled to a severance payment based upon the period of the employee's continuous service with St John NT, as at the time of termination, determined by the following table:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 67.3 A severance payment will not be payable in any of the following circumstances:

- (a) If an Employee's period of continuous service with the employer is less than 12 months.
- (b) The Employer does not employ 15 or more employees at the earlier of the following times:
  - (i) the time the Employee is given notice of the redundancy;
  - (ii) immediately prior to the Employee's employment being terminated.
- (c) The Employee's employment is terminated as a consequence of serious misconduct, negligence, abandonment, or voluntary resignation by the Employee at any time prior to the expiry of the notice of redundancy.
- (d) The Employee's employment is terminated due to the ordinary and customary turnover of labour, such as, but not limited to, circumstances in which the Employer loses a contract, upon which the continuing employment of certain Employees with the Employer, is reliant.
- (e) If the Employer offers the Employee alternative employment or obtains an offer of alternative employment from another employer and in the opinion of the Employer, the Employee unreasonably declines to accept such an offer.
- (f) Where the transfer of business rules under the NES does not require the Employer to provide severance pay.
- (g) The Employee is a casual Employee, trainee or apprentice.
- (h) The Employee is an Employee engaged for a specified period of time or for a specified task or tasks.
- (i) The Employee is serving a period of probation or minimum employment period as defined by the Act.

- 67.4 In this Agreement:

- (a) "**redundancy**" means circumstances where, an Employee's employment is terminated at the employer's initiative, because the Employer no longer requires the

job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

#### PART 6 – SIGNATORIES

##### 68. SIGNATURES OF APPOINTED BARGAINING REPRESENTATIVES

68.1 I confirm that this is a true copy of the Agreement which was made between the Employer and the Employees:

Signed for and on behalf of St John Ambulance Australia(NT) Inc (ABN 85502986808) by:

Signature: [Signature]

Name: ROYCE ANDREWS

Title: DIRECTOR OF CORPORATE SERVICES

Date: 29-JUL-2016

Address: 31 CHAPMAN ROAD

RAPID LASER

NT 0810.

The signature of St John Ambulance Australia(NT) Inc was witnessed by:

Signature: [Signature]

Name: Simone McInerney

Title: HR Manager

Date: 29/7/16

Address: 5 Hickory St

NIGHTCLIFF NT 0810

Explanation of

authority to sign: Employer Representative / Executive

Signed for and on behalf of the United Voice who is a bargaining representative by:

Signature: [Signature]

Name: ERINA EARLY

Date: 29 July 2016

Address: % 38 Woods St

Darwin NT 0800

The signature of the bargaining representative was witnessed by:

Signature: [Signature]

Name: BRONWYN CHANNON

Date: 29 JULY 2016

Address: % 38 Woods St

DARWIN NT 0800

Final



## SCHEDULE 1 – CLASSIFICATIONS

### **Student Paramedic**

A student paramedic means an employee enrolled in a course of training with the Paramedic Training College to become a qualified paramedic.

All paramedic students must be enrolled in the Bachelor of Paramedical Science or equivalent as determined by the Director Ambulance.

Time periods for progression through student pay points do not apply. Requirements for progression are determined by the Director Ambulance based on specific competencies achieved and tertiary units completed per year.

Employees at this level use their clinical and/or operational knowledge to provide a high standard of pre-hospital emergency patient care and the provision of ambulance transport services within their specified clinical scope of practice.

At this level employees are being mentored, coached or operating independently under varying levels of supervision, depending on the employee's level of clinical practice and experience.

Student level 1	Entry level for student paramedic after having successfully completed the pre-employment induction course , service required training and been appointed to St John Ambulance
Student level 2	After 12 months, at student level 1 and having successfully completed the theoretical and practical components of the First year of the paramedical science degree
Student level 3	After 12 months at student level 2 and having successfully completed the theoretical and Practical components of the second year of the Premedical Science Degree

Successful completion of the Bachelor of Paramedical Science is mandatory for continued employment. Once the Degree is achieved employees will be able to obtain an Authority to practice as a qualified paramedic.

### **Intern paramedic**

A Intern paramedic means an employee who holds a CAA recognised qualification of a Bachelor of Paramedical Science or equivalent as determined by St John NT and is working towards obtaining an ATP as a Paramedic.

Employees at this level normally operate under imposed constraints within their limited scope of practice:

Intern Paramedic	Have completed bachelor in Health Science (Paramedic).
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### **Qualified paramedic**

A Qualified paramedic is an employee who holds the qualifications of Bachelor of Health Science Degree (paramedic) or other qualification recognised by St John Ambulance NT and has successfully completed the required clinical placements and holds an Authority to Practice with St John Ambulance NT.

Para 0-2	an employee who has obtained Qualified Ambulance Paramedic status with an Authority to Practice as a Qualified Paramedic in the Northern Territory from the date of qualifying would be classified as Para 0-2.
Para 2-3	an employee who has previously held the Para 0-2 classification and at the anniversary of the Qualifying date would increase to Para 2-3.
Para 3+	an employee who has previously held the Para 2-3 classification and at the anniversary of the Qualifying date would increase to Para 3+.
Para 5+	an employee who has previously held the Para 3+ classification and who has successfully worked two years since the anniversary of Para 3+ and obtained a graduate certificate would increase to Para 5+.

### **Intensive care paramedic**

Employees classified at this level must hold the relevant qualifications identified in Paramedic 3+ level and are also required to have successfully completed the relevant clinical education required for advancement to this level. Such employees must have also had the authority to practice at this level.

ICP 0-2	an employee who has obtained Intensive Care Paramedic status with an Authority to Practice as a Qualified Intensive Care Paramedic in the Northern Territory from the date of qualifying would be classified as ICP 0-2.
ICP 2+	an employee who has previously held the Intensive Care Paramedic 0-2 classification, with a current Authority to Practice as a Qualified Intensive Care Paramedic in the Northern Territory, and at the anniversary of the Qualifying date would increase to ICP 2+.
ICP 5+	an employee classified at this level must hold the relevant qualifications identified as a Intensive Care Paramedic 2+ classification with a current Authority to Practice as a Qualified Intensive Care Paramedic in the Northern Territory, have successfully completed the Graduate Diploma

	paramedical science or its equivalent ( as determined by St John Ambulance NT) and be able to be appointed a workplace assessor, or its equivalent
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**Patient Transport Officer**

Patient Transport Officer means an employee who works in the predominately non-emergency pre-hospital environment providing non-emergency patient transport services. The employee may be required to undertake and successfully complete further instruction/in service training necessary for PTO as determined by St John Ambulance NT.

PTO YR 1	an employee enrolled in the Certificate IV in Non-Emergency Patient Transport or its equivalent ( as determined by St John Ambulance NT) and the St John NT Driving course whilst completing their first year of service as a Patient Transport Officer with a view of obtaining an Authority to Practice as a Patient Transport Officer in the Northern Territory within six (6) months of completing the Driving Course and Cert III in Non Emergency Client Transport, or its equivalent as determined by St John Ambulance NT.
PTO YR2	an employee who has completed twelve (12) months or equivalent hours worked as a Patient Transport Officer and an Authority to Practice as a Patient Transport Officer in the Northern Territory
PTO YR 3	an employee who has completed twenty-four (24) months or equivalent hours worked as a Patient Transport Officer and an Authority to Practice as a Patient Transport Officer in the Northern Territory

### **Emergency Medical Dispatch Officer**

An Emergency Dispatch Officer (EMD) means an employee who works in a communications centre as a call taker/dispatcher and who receives and/or actions telephone messages concerning St John Ambulance NT communications operations and/or co-ordinates ambulance transport and patient movements.

EMD Trainee	An employee under taking initial on the job training with another Qualified EMD, who will be enrolled in the AMPDS/ProQA ICAD Emergency Medical Dispatch Officer training course or its equivalent ( as determined by St John Ambulance NT).
EMD 1	An employee who has successfully completed their probation period and the AMPDS /ProQA ICAD Emergency Medical Dispatch Officer training or its equivalent ( as determined by St John Ambulance NT. The employee must be able to demonstrate the ability to work as a solo operator in call-taking and dispatching.
EMD 2	An employee who has successfully completed their probation period and the AMPDS /ProQA ICAD Emergency Medical Dispatch Officer Certificate III in Ambulance Communications (call taking) or its equivalent ( as determined by St John Ambulance NT. The employee must be able to demonstrate the ability to work as a solo operator in call-taking and dispatching.
Senior EMD	Senior Medical Dispatch Officer – working solo for a minimum period of two (2) years and has successfully completed their Certificate IV in Ambulance Communications, they need to be able to provide assistance to new employees to understand and perform call taking duties using manual and or computer Aided Dispatch(CAD) systems.

### **Progression**

St John Ambulance NT may vary the progression and/or appointment of an employee to any classification based on his or her experience and qualifications.

If an employee's employment terminates with St John Ambulance and the employee has maintained their skills and is reemployed by St John Ambulance NT within 2 years, the employee may be re-employed at a classification determined by St John Ambulance relevant to the employee's skill and experience as recognised by St John Ambulance NT.

If an employee's employment terminates with St John Ambulance and the employee is reemployed by St John Ambulance NT more than 2 years later, the employee may be re-employed at a

classification determined by St John Ambulance relevant to the employee's skill and experience as recognised by St John Ambulance NT.

If an employee is employed by St John Ambulance NT and the employee has previous relevant experience and/or qualifications, St John Ambulance NT will determine the employee's classification, provided the employee is able to provide relevant documentation to substantiate the experience or qualifications.

Final

## Schedule 2 – Pay Rates

Roster Allowance (32.4%) applies to employees on a permanent roster line with regular night shift

Tennant Creek & Nhulunbuy employees will attract the applicable Allowance as specified in Schedule 3 in addition to classification rate.

Student Paramedic classifications attract applicable shift allowances

PTO - ASP attracts (20%) regular afternoon shift.

Emergency Medical Dispatch Officers are composite wages including base salary and shift penalties.

<b>St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2014 – 2016</b> Rates Schedule 1 1st Pay Period commencing on or after 1 July 2013					
Position		Base	Roster Allowance	Total	Total
	Hourly rate	Fortnightly	Fortnightly	Fortnightly	Annually
			32.40%		

<b>Intensive Care Paramedic</b>					
ICP 0-2	\$36.41	\$2,767.20	\$896.57	\$3,663.77	\$95,258.02
ICP 2-5	\$40.97	\$3,113.98	\$1,008.93	\$4,122.91	\$107,195.59
ICP 5+	\$46.11	\$3,504.60	\$1,135.49	\$4,640.08	\$120,642.20
<b>Ambulance Paramedic**</b>					
Para 0-2	\$32.28	\$2,453.30	\$794.87	\$3,248.16	\$84,452.23
Para 2-3	\$32.88	\$2,498.70	\$809.58	\$3,308.28	\$86,015.17
Para 3 -5	\$33.34	\$2,533.92	\$871.67	\$3,405.59	\$88,545.43
Para 5+	\$33.96	\$2,580.89	\$836.21	\$3,417.10	\$88,844.61
<b>Student Paramedic***</b>					
Student Level 1	\$24.82	\$1,886.55		\$1,886.55	\$49,050.25
Student Level 2	\$26.49	\$2,013.36		\$2,013.36	\$52,347.40
Student Level 3	\$28.74	\$2,184.01		\$2,184.01	\$56,784.31
<b>Intern Paramedic</b>	\$31.17	\$2,368.75		\$2,368.75	\$61,587.57
<b>Patient Transport Officer - Darwin</b>					
Year 1	\$24.82	\$1,886.55	\$611.24	\$2,497.79	\$64,942.53
Year 2	\$25.93	\$1,970.31	\$638.38	\$2,608.69	\$67,825.87
Year 3	\$27.03	\$2,054.07	\$665.52	\$2,719.58	\$70,709.21
<b>Patient Transport Officer - Alice Springs****</b>					
Year 1	\$24.82	\$1,886.55			
Year 2	\$25.93	\$1,970.31			
Year 3	\$27.03	\$2,054.07			
<b>Emergency Medical Dispatch Officer*****</b>					
Trainee	\$31.83	\$2,418.85			
EMD 1	\$35.56	\$2,702.23			
EMD 2	\$38.23	\$2,905.75			
Senior EMD	\$40.38	\$3,068.58			

**St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2014 – 2016**

Rates Schedule 1

1st Pay Period commencing on or after 1 July 2014

Position		Base	Roster Allowance	Total	Total
	Hourly rate	Fortnightly	Fortnightly	Fortnightly	Annually
			32.40%		

<b>Intensive Care Paramedic</b>					
ICP 0-2	\$37.50	\$2,850.21	\$923.47	\$3,773.68	\$98,115.76
ICP 2-5	\$42.20	\$3,207.40	\$1,039.20	\$4,246.59	\$110,411.46
ICP 5+	\$47.50	\$3,609.73	\$1,169.55	\$4,779.29	\$124,261.46
<b>Ambulance Paramedic**</b>					
Para 0-2	\$33.25	\$2,526.89	\$818.71	\$3,345.61	\$86,985.80
Para 2-3	\$33.86	\$2,573.66	\$833.87	\$3,407.52	\$88,595.62
Para 3 -5	\$34.34	\$2,609.94	\$845.62	\$3,455.56	\$89,844.62
Para 5+	\$34.98	\$2,658.32	\$861.30	\$3,519.61	\$91,509.95
<b>Student Paramedic***</b>					
Student Level 1	\$25.57	\$1,943.14		\$1,943.14	\$50,521.76
Student Level 2	\$27.29	\$2,073.76		\$2,073.76	\$53,917.82
Student Level 3	\$29.60	\$2,249.53		\$2,249.53	\$58,487.84
<b>Intern Paramedic</b>	\$32.10	\$2,439.82		\$2,439.82	\$63,435.20
<b>Patient Transport Officer - Darwin</b>					
Year 1	\$25.57	\$1,943.14	\$629.58	\$2,572.72	\$66,890.80
Year 2	\$26.70	\$2,029.42	\$657.53	\$2,686.95	\$69,860.64
Year 3	\$27.84	\$2,115.69	\$685.48	\$2,801.17	\$72,830.49
<b>Patient Transport Officer - Alice Springs****</b>					
Year 1	\$25.57	\$1,943.14	\$388.63	\$2,331.77	\$60,626.11
Year 2	\$26.70	\$2,029.42	\$405.88	\$2,435.30	\$63,317.81
Year 3	\$27.84	\$2,115.69	\$423.14	\$2,538.83	\$66,009.50
<b>Emergency Medical Dispatch Officer*****</b>					
Trainee	\$32.78	\$2,491.42			
EMD 1	\$36.62	\$2,783.29			
EMD 2	\$39.38	\$2,992.93			
Senior EMD	\$41.59	\$3,160.63			

**St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2014 – 2016**
**Rates Schedule 1**

1st Pay Period commencing on or after 1 July 2015

Position		Base	Roster Allowance	Total	Total
	Hourly rate	Fortnightly	Fortnightly	Fortnightly	Annually
			32.40%		

<b>Intensive Care Paramedic</b>					
ICP 0-2	\$38.63	\$2,935.72	\$951.17	\$3,886.89	\$101,059.24
ICP 2-5	\$43.47	\$3,303.62	\$1,070.37	\$4,373.99	\$113,723.80
ICP 5+	\$48.92	\$3,718.03	\$1,204.64	\$4,922.67	\$127,989.31
<b>Ambulance Paramedic**</b>					
Para 0-2	\$34.25	\$2,602.70	\$843.28	\$3,445.98	\$89,595.38
Para 2-3	\$34.88	\$2,650.87	\$858.88	\$3,509.75	\$91,253.49
Para 3 -5	\$35.37	\$2,688.24	\$870.99	\$3,559.23	\$92,539.96
Para 5+	\$36.03	\$2,738.07	\$887.13	\$3,625.20	\$94,255.25
<b>Student Paramedic***</b>					
Student Level 1	\$26.33	\$2,001.44		\$2,001.44	\$52,037.41
Student Level 2	\$28.10	\$2,135.98		\$2,135.98	\$55,535.36
Student Level 3	\$30.49	\$2,317.02		\$2,317.02	\$60,242.48
<b>Intern Paramedic</b>	\$33.07	\$2,513.01		\$2,513.01	\$65,338.26
<b>Patient Transport Officer - Darwin</b>					
Year 1	\$26.33	\$2,001.44	\$648.47	\$2,649.90	\$68,897.53
Year 2	\$27.50	\$2,090.30	\$677.26	\$2,767.56	\$71,956.46
Year 3	\$28.67	\$2,179.16	\$706.05	\$2,885.21	\$75,015.40
<b>Patient Transport Officer - Alice Springs****</b>					
Year 1	\$26.33	\$2,001.44	\$400.29	\$2,401.73	\$62,444.89
Year 2	\$27.50	\$2,090.30	\$418.06	\$2,508.36	\$65,217.34
Year 3	\$28.67	\$2,179.16	\$435.83	\$2,614.99	\$67,989.79
<b>Emergency Medical Dispatch Officer*****</b>					
Trainee	\$33.77	\$2,566.16		\$2,566.16	\$66,720.16
EMD 1	\$37.72	\$2,866.79		\$2,866.79	\$74,536.57
EMD 2	\$40.56	\$3,082.71		\$3,082.71	\$80,150.56
Senior EMD	\$42.83	\$3,255.45		\$3,255.45	\$84,641.76



### SCHEDULE 3 – ALLOWANCES

ALLOWANCE	Clause	Payment	Amount		
			2013	2014	2015
ROSTER ALLOWANCE	Cls 42.1	Fortnightly	32.4%	32.4%	32.4%
NT ALLOWANCE	Cls 42.11	Fortnightly	36.92	36.92	36.92
REMOTE AREA ALLOWANCE	Cls 42.10	Fortnightly	346.15	346.15	346.15
REMOTE AREA W/ACCOMM PROVIDED	Cls 42.10	Fortnightly	153.85	153.85	153.85
LICENCE ALLOWANCE - PARAMEDICS	Cls 42.12	Fortnightly	2.18	2.25	2.32
MENTOR ALLOWANCE	Cls 42.6	Fortnightly	79.86	82.25	84.72
TUTOR ALLOWANCE	Cls 42.5	Per Shift	13.10	13.49	13.90
TENNANT ALLOWANCE - SAP	Cls 42.4	Fortnightly	779.96	803.36	827.46
TENNANT ALLOWANCE - PARA 0-2	Cls 42.4	Fortnightly	846.72	872.12	898.29
TENNANT ALLOWANCE - PARA 2-3	Cls 42.4	Fortnightly	863.19	889.09	915.76
TENNANT ALLOWANCE PARA 3+	Cls 42.4	Fortnightly	875.76	902.03	929.09
TENNANT ALLOWANCE PARA 5+	Cls 42.4	Fortnightly	875.98	902.26	929.32
TENNANT ALLOWANCE ICP 0-2	Cls 42.4	Fortnightly	988.05	1,017.69	1,048.22
TENNANT ALLOWANCE ICP 3+	Cls 42.4	Fortnightly	1,112.01	1,145.37	1,179.73
TENNANT ALLOWANCE ICP 5+	Cls 42.4	Fortnightly	1,121.12	1,154.76	1,327.71
GOVE ALLOWANCE - SAP	Cls 42.3	Fortnightly	779.96	803.36	827.46
GOVE ALLOWANCE - PARA 0-2	Cls 42.3	Fortnightly	846.72	872.12	898.29
GOVE ALLOWANCE - PARA 2-3	Cls 42.3	Fortnightly	863.19	889.09	915.76
GOVE ALLOWANCE - PARA 3+	Cls 42.3	Fortnightly	875.76	902.03	929.09
GOVE ALLOWANCE - PARA 5+	Cls 42.3	Fortnightly	875.98	902.26	929.32
GOVE ALLOWANCE - ICP 0-2	Cls 42.3	Fortnightly	988.05	1,017.69	1,048.22
GOVE ALLOWANCE - ICP 3+	Cls 42.3	Fortnightly	1,112.01	1,145.37	1,179.73
GOVE ALLOWANCE - ICP 5+	Cls 42.3	Fortnightly	1,121.12	1,154.76	1,327.71
TRAVEL ALLOWANCE	Cls 42.9	Per Meal	27.30	28.11	28.96
LIVING AWAY FROM HOME ALLOWANCE	Cls 42.8	Per Week	393.05	404.84	416.98
MEAL ALLOWANCE	Cls 41.1	Per Meal	23.95	24.67	25.41

Above allowances (excluding roster, shift, NT and remote area allowance) will be increased each year by 3% per annum . Increases will be applied from the first pay date after commencement of the agreement.

### **Roster Allowance**

Determination of the roster allowance as described in 42.1 is calculated on the roster configuration at the time it was created, based on the following factors:

- Standard shift pattern
- Hours worked per shift on a 10/14 Roster
- 28 day roster cycle
- Penalties
- Overtime

Characteristics of the 10/14 Roster has been used, employees currently work a 12/12 Roster

### **8 day shift pattern**

- The first two days 10 hr day shift
- Followed by two 14 hr night shift
- Four Rostered days off
- An employee cannot work more than four consecutive day

### **Roster cycle**

A roster cycle runs over 60 weeks, comprising of 15 roster periods of 28 days.

### **Hours Worked**

Based on a 8 day shift pattern over 15 roster periods of 28 days. The averaged hours worked is 2016 hours and an employee will have an average of 12 weeks ARL.

### **Annual leave**

Based on 15 rosters of 28 days an employee will take an average 12 weeks annual leave paid at 38 hours this equates to 456 hours.

### **Penalties**

Overtime worked would attract a 50% loading.  
A rostered night shift on weekday would attract 15% loading  
Rostered to work a Saturday would attract 50%  
Rostered to work Sunday would attract 100%

### **Overtime**

The standard hour week is 40 hours comprising of 60 weeks plus 2 hours over time

Employees are granted an accrual of extra weeks leave comprising of 38hrs to compensate for extra hours worked.

### **Actual Hours**

During the typical 60 week roster cycle the following hours are worked: is 2016

- 840 hours in Day Shift
- 1176 hours in Night Shift

### Equivalent Hours

Equivalent Hours from penalties and overtime are as calculated as follows

- 1020 hours in day shifts accrued on average over a 15 roster period of 28 days
- 1428 hours in night shifts accrued on average over a 15 roster period of 28 days
- 126 hours of penalty hours accrued
- 96 hours of Overtime hours, this is calculated at 48 weeks times 2 hours of OT worked per week.

Equivalent hours is Days shifts+ Night Shifts+ Penalty hours + Overtime = **2670 hours**

### Additional hours

Additional hours is Equivalent hours minus Total hours actual worked ( 2670-2016) = **654**

### Roster Allowance

The roster is compensation for the Additional Hours and is calculated to be paid over the whole 60 week roster cycle.

The formula used is:

$$\text{Roster Allowance} = (\text{Additional Hours worked} / \text{Actual Hours}) \times 100 (654/2016) \times 100 = 32.44\%$$

### **Composite rate EMD's**

Determination of the composite rate for EMD's is calculated on the roster configuration at the time based on the following factors:

- Standard shift pattern
- Hours worked per shift on a 12/12 Roster
- 28 day roster cycle
- Penalties and overtime
- Meal allowance

Characteristics of the 12/12 Roster is used

### **8 day shift pattern**

- The first two days 12 hr. day shift
- Followed by two 12 hr night shift
- Four Rostered days off
- An employee cannot work more than four consecutive day

### **Penalties**

Roster penalty based on 0.3224 roster penalty on a 12 hr shift = 3.87hrs

### **Overtime**

0.5 hours is allocated in over time per 12 hour shift = 0.75hrs

### **Penalty allowance**

- Hours worked = 12hrs
- Roster = 3.87
- OT= 0.75

### **Meal Allowance**

Meal allowance is allocated by dividing amount by 12 hrs

### **Formula used:**

Base rate = composite rate hourly rate minus (meal allowance/12) divided by penalty allowance plus 12 hrs multiplied by 12.

# Schedule 4 Roster Example

## 12/12 Roster

Cycle	M	Tues	W	Thurs	F	Sat	Sun	M	Tues	W	Thurs	F	Sat	Sun	M	Tues	W	Thurs	F	Sat	Sun
1	D	D	N	N	x	x	x	x	x	D	N	N	N	x	x	x	x	D	D	N	N
2	x	x	x	x	D	D	N	N	N	x	x	x	x	D	D	N	N	x	x	x	x
3	x	x	D	D	N	N	x	x	x	x	D	D	D	N	N	x	x	x	x	D	D
4	N	N	x	x	x	x	D	D	D	N	N	x	x	x	x	D	D	N	N	x	x

D= day, N=night

Days Rostered will vary, dependent on allocated Roster line

## Patient Transport - DARWIN

Cycle	M	Tues	W	Thurs	F	Sat	Sun	M	Tues	W	Thurs	F	Sat	Sun	M	Tues	W	Thurs	F	Sat	Sun
1	A	A	A	A	x	x	x	x	x	A	A	A	A	x	x	x	A	A	A	A	A
2	x	x	x	x	A	A	A	A	A	x	x	x	A	A	A	A	A	x	x	x	x
3	x	x	x	x	A	A	A	A	A	x	x	x	A	A	A	A	A	x	x	x	x
4	A	A	A	A	x	x	x	x	x	A	A	A	A	x	x	x	A	A	A	A	A

Days Rostered and ARL will vary, dependent on allocated Roster line

A = Afternoon shift

**Patient Transport – Alice Springs/K Shift**

Week	M	Tu	W	Th	F	Sat	Sun
1	1500	1500	1500	1500	1500		
2	1500	1500	1500	1500	1500		
3	1500	1500	1500	1500	1500		
4	1500	1500	1500	1500	1500		