



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John Ambulance Australia (NT) Inc
(AG2022/1372)

ST JOHN AMBULANCE AUSTRALIA (NT) INC. AMBULANCE ENTERPRISE AGREEMENT 2022 - 2025

Ambulance and patient transport

COMMISSIONER PLATT

ADELAIDE, 12 MAY 2022

Application for approval of the St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022 – 2025

[1] An application has been made for approval of an enterprise agreement known as the *St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022 – 2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by St John Ambulance Australia (NT) Inc (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 11 May 2022 and was determined on the papers.

[3] The Applicant has submitted an undertaking in the required form dated 11 May 2022. The undertaking inserts a National Employment Standards (NES) precedence clause.

[4] A copy of the undertaking has been provided to the bargaining representative and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative did not express any view on the undertaking.

[5] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[6] There is one NES issue that requires comment:

- Clause 66.4 of the Agreement appears to provide that in the event the company obtains acceptable alternative employment for an employee and the employee unreasonably declines to accept such an offer, the entitlements set out in the redundancy clause will not apply to the employee. This clause does not appear to provide that any variation to redundancy pay is subject to s.120 of the Act.

[7] The Applicant has provided an effective NES precedence undertaking, in that it states that in the event of an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency. As a result of the NES precedence undertaking, clause 66.4 of the Agreement will not apply to the extent that it is inconsistent with the NES.

[8] The United Workers' Union (UWU), 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) of the Act I note that the Agreement covers this organisation.

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

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2025.



COMMISSIONER

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<AE515933 PR741492>

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



St John Ambulance Australia (NT) Inc.

Ambulance Enterprise Agreement

2022 – 2025

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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 2022 - 2025.

2. PERSONS COVERED BY THIS AGREEMENT

2.1. This Agreement is between:

2.1.1. St John Ambulance Australia (NT) Inc. (ABN 85502986808), of 50 Dripstone Road Casuarina NT 0811, ("St John NT") (also referred to as the **Employer**); and

2.1.2. United Workers Union

2.1.3. 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 of this Agreement and who carry out their employment under the terms of the Northern Territory Government Contract with St John NT, the Employer at the various Ambulance Stations within the Northern Territory as described within this Agreement. St John NT will not engage staff outside the Ambulance contract to perform work under the scope of the ambulance contract.

3. OBJECTIVES OF THIS AGREEMENT

3.1. This Agreement recognises the important contribution of the Employees to ensure the future success of St John NT's operation.

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 or 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 AND ST JOHN NT POLICIES AND PROCEDURES

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.

4.2. Throughout this Agreement reference is made to St John NT's policies and procedures including the Code of Conduct. None of these policies and procedures form part of or are incorporated into this Agreement employee are required to comply with policies and procedures as amended from time to time.

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 2025

- 5.3. Upon approval of the Agreement by the Fair Work Commission, St John NT has agreed to make a payment of a sign on bonus (equivalent to back pay) to employees covered by this Agreement as at the date of Approval calculated as follows:
- a. 2% salary increase effective from 1 July 2019;
 - b. 2% salary increase effective from 1 July 2020 to 07 February 2021;
 - c. 2% increase on meal allowance and remote area allowance not already paid (meal allowance and remote area allowance) from 8 February 2021 to 30 June 2021 (a 2% increase on base rate of pay, overtime and Tennant Creek and Nhulunbuy allowances has already paid for this period); and
 - d. 2% salary increase effective from 1 July 2021

Note 1: Travel allowance, LAHA, NT allowance, mentor allowance are excluded from percentage increase calculation in the sign on bonus.

Note 2: Roster allowance is not increased under this clause, however Employees will be paid additional roster allowance for each year from 1 July 2019 due to the Base Rate of Pay increase referred to in this clause as roster allowance is calculated as a percentage of the Base Rate of Pay.

Note 3: Superannuation will be paid in accordance with the relevant legislation.

Note 4: For the purposes of this clause, salary means: Base Rate of Pay, Overtime, Allowances (other than as provided in Note 1 and Note 2 above) paid leave taken or cashed out by an Employee, remote area allowance, and loadings for Employees not receiving roster allowance.

6. PREMISES AT WHICH THIS AGREEMENT APPLIES

6.1. This Agreement applies to Employees when operating from the following premises of St John NT:

6.1.1. Parap (Darwin), Berrimah, Joint Emergency Services Communications Centre (JESCC), Casuarina, Palmerston, Humpty Doo (Litchfield), Katherine, Nhulunbuy, Tennant Creek and Alice Springs and any other St John NT premises established during the term of this Agreement under the Ambulance Contract; or

6.1.2. Where Employees are working in different locations to meet the needs of the Employer's business.

6.2. This Agreement shall be kept available in hard or soft copy by St John NT at all its premises at which Employees classified in this Agreement are performing duties, in a place, which is 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) **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time or any replacement legislation
- (ii) **Agreement** means this agreement - St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022-2025.
- (iii) **Ambulance Station or Centre** means Parap (Darwin), Casuarina, Palmerston, Humpty Doo (Litchfield), Katherine, Nhulunbuy, Tennant Creek and Alice Springs and any other St John NT premises established during the term of this Agreement under the Ambulance Government Contract.
- (iv) **Ambulance Transport Duties** means duties performed by paramedics when dispatched on a call-out, standby and ambulance service events. This excludes vehicle preparation and other administrative duties performed on station.
- (v) **Approved official business** means duties performed by an Employee as directed and authorised by St John NT.
- (vi) **ATP** means Authority to Practice as a paramedic, which is issued by the Director of Ambulance and/or their designate.
- (vii) **ATO** means Australian Tax Office.
- (viii) **Base Rate of Pay** means the hourly base rate of pay for the relevant classification as set out in Schedule 2 of this Agreement. The base rate of pay excludes all loadings, penalties and allowances.
- (ix) **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
- (x) **Communication Duties** means duties performed by the Employees within the Communications Centres including but not limited to call taking (Emergency & Non-Emergency), data entry & dispatching resources.
- (xi) **Continuous Service** means an uninterrupted period of employment (excluding absence permitted by this Agreement and/or by statute). Continuous service is interrupted by the Employee taking leave without pay.
- (xii) **De facto partner** 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 includes a former de facto partner of the employee
- (xiii) **Eligible Casual Employee** means: An Employee who has been employed as a Casual Employee; and The Employee has been employed on a regular and systematic basis for a sequence of periods of employment during the previous twelve months
- (xiv) **Employee Representative** means United Workers Union representative, nominated United Workers Union delegate or another person nominated by the Employee.

- (xv) **Employee(s)** means all St John NT Employees whose employment is classified in this Agreement.
- (xvi) **Employer** means St John Ambulance Australia (NT) Inc.
- (xvii) **Fixed Roster** – means a roster type that is allocated to an employee that works a rotating set shift pattern of days, nights and or afternoons, with rostered days off.
- (xviii) **Four/Four (4/4) Roster** – means a roster model, that is worked in a rotating pattern of four days worked and four days off. The four days worked can be 2 days/2 nights, or any combination of four days/afternoons /nights
- (xix) **FWC** means the Fair Work Commission
- (xx) **Immediate Family member** means
 - (i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) 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.
- (xxi) **IFA** means Individual Flexibility Agreement.
- (xxii) **Joint Consultative Committee (JCC)** means recognised Employee representative, union representative, 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.
- (xxiii) **Jury Duty** means jury service under a law of the Commonwealth, a State or Territory.
- (xxiv) **Medication** means prescription or over the counter medications.
- (xxv) **Member of the Employee’s Household** means a person who is permanent resident in household of the Employee.
- (xxvi) **NES** means the National Employment Standards as set out in the *Fair Work Act 2009* (Cth).
- (xxvii) **Nominal Expiry Date** means 30 June 2025.
- (xxviii) **On-call** means when an Employee who performs Ambulance Transport and Patient Transport duties who is rostered on-call and is to be ready to respond to a call out to duty within a reasonable time (no more than fifteen minutes).
- (xxix) **Ordinary Hours of Work** for full time Employees is 38 hrs per week. The Ordinary Hours of Work is calculated on an average of 38 hrs per week being performed over 15 Roster Cycles of 28 days.
- (xxx) **Ordinary Rate of Pay** is the ‘full rate of pay’ the Employee would have been paid had the Employee continued to work prior to being suspended and/or terminated, this includes allowances, loadings, and penalty rates.

- (xxxi) **Patient Transport Duties** means duties performed by Patient Transport Officers (PTO) when dispatched on a call out, standby and ambulance service events. This excludes vehicle preparation and other administrative duties performed on station.
- (xxxii) **Permanent Roster Line** means a dedicated roster line that is appointed to an Employee who attracts roster allowance.
- (xxxiii) **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.
- (xxxiv) **Relevant Employees** means the individual Employee affected and/or involved.
- (xxxv) **Relieving Roster** – means a roster type that is allocated to an employee, where the employee is rostered to work an average of 76 hours a fortnight and to relieve shortfall in the roster due to planned training, leave, and unforeseen circumstances.
- (xxxvi) **Re – Call** means when an Employee is re-called for duty by St John NT after ceasing duty on their ordinary shift of duty.
- (xxxvii) **Relieving Officer** – means an employee, that is rostered to work an average of 76 hours a fortnight and to relieve shortfall in the roster due to planned training, leave, and unforeseen circumstances.
- (xxxviii) **Roster Cycle** means the roster for a twenty-eight (28) day cycle.
- (xxxix) **Shift Worker** means an Employee who is employed to perform a shift 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 including being regularly required to work on Sundays and Public Holidays.
- (xl) **Single Time** means the employees base rate, excluding all allowances, penalties and loadings.
- (xli) **St John NT** means the Employer, St John Ambulance Australia (NT) Inc.
- (xlii) **TOIL** means time off in lieu in recognition for overtime worked.
- (xliii) **Union** means United Workers Union which is covered by this agreement.
- (xliv) **Voluntary Emergency Management Activity** has the same meaning as defined by section 109 (2) of the Act.
- (xlv) **Unrostered on-call** means an Employee, who is required to be on standby to work outside the Employee's rostered ordinary hours and/or on-call shift(s) as provided in sub-clause 33 of this Agreement.
- (xlvi) **Wages** means the payment made to an individual Employee for their work paid on a fortnightly basis and includes allowances and penalties payable for that pay period.

PART 2 – CONSULTATION, DISPUTE RESOLUTION AND INDIVIDUAL FLEXIBILITY

9. INDIVIDUAL FLEXIBILITY TERM

- 9.1. St John NT and an Employee, covered by this enterprise agreement, may agree to make an individual flexibility agreement (IFA) to vary the effect of the terms of this Agreement if:

- 10.1.1.** has made a definite decision to introduce a major change to the production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 10.1.2.** proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

10.2. For a major change referred to in paragraph 10.1.1

- 10.2.1.** The employer must notify the relevant Employees of the decision to introduce the major workplace change; and
- 10.2.2.** Sub-clauses 10.3 to 10.9 apply.

10.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:

- 10.3.1.** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 10.3.2.** the Employee(s) advise the Employer of the identity of the representative.

10.4. The Employer must recognise the representative.

10.5. As soon as practicable after making its decision, the Employer must:

- 10.5.1.** discuss with the relevant Employees:
 - 10.5.1.1. the introduction of the change; and
 - 10.5.1.2. the effect the change is likely to have on the Employees; and
 - 10.5.1.3. measures the Employer is taking to avert or mitigate any adverse effect of the change on the Employees; and
- 10.5.2.** for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - 10.5.2.1. all relevant information about the change including the nature of the change proposed; and
 - 10.5.2.2. information about the expected effects of the change on the Employees; and
 - 10.5.2.3. any other matters likely to affect the Employees.

10.6. 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 sub clauses 10.3 and 10.4 are taken not to apply.

10.9. In this clause, a major change is likely to have a significant effect on Employees if it results in:

- 10.9.1.** the termination of the employment of Employees; or
- 10.9.2.** major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

- 10.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4. the alteration of hours of work; or
 - 10.9.5. the need to retrain Employees; or
 - 10.9.6. the need to relocate Employees to another workplace; or
 - 10.9.7. the restructuring of jobs; or
 - 10.9.8. change to regular roster or ordinary hours of work.
- 10.10. For a change referred to in this clause 10:
- 10.10.1. the Employer must notify the relevant Employees of the proposed change; and
 - 10.10.2. sub-clauses 10.11 to 10.14 apply.
- 10.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:
- 10.11.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 10.11.2. the Employee or Employees advise the Employer of the identity of the representative.
- 10.12. The Employer must recognise the representative.
- 10.13. As soon as practicable after proposing to introduce the change, the Employer must:
- 10.13.1. discuss with the relevant Employees the introduction of the change; and
 - 10.13.2. for the purposes of the discussion, provide to the relevant Employees:
 - 10.13.3. all relevant information about the change, including the nature of the change; and
 - 10.13.4. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - 10.13.5. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - 10.13.6. 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. 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.

In this clause 10:

Relevant Employees means the Employees who may be affected by a major change contemplated in sub clause 10.

11. DISPUTE RESOLUTION PROCESS

11.1. If a dispute relates to:

- 11.1.1. a matter arising under the Agreement; or
- 11.1.2. the NES, this clause will set 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 parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisors and/or management of St John NT.
- 11.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 11.5. The FWC may deal with the dispute in 2 stages:
 - 11.5.1. The FWC will firstly attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 11.5.2. if the FWC is unable to assist the parties to resolve the dispute at the first stage, the FWC may then:
 - 11.5.2.1. arbitrate the dispute; and
 - 11.5.2.2. 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 the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be lodged against the decision.

- 11.6. While the parties are trying to resolve the dispute using this clause:
 - 11.6.1. an Employee must continue to perform their work as they would normally, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 11.6.2. 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:
 - 11.6.2.1. the work is not safe; or
 - 11.6.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
 - 11.6.2.3. the work is not appropriate for the Employee to perform; or
 - 11.6.2.4. there are other reasonable grounds for the Employee to refuse to comply with the direction.

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, skin 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 NT Code of Conduct. Pursuant to the code, an Employee and the Employer are to behave in a professional manner in carrying out their duties and will 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 their employment may seek assistance in accordance with the Discrimination and Harassment and Workplace Bullying Policies.

13. SUPPORT SERVICES

- 13.1. St John NT is committed to maintaining a safe and healthy working environment. As part of this commitment, St John NT acknowledges the contribution of its Employees.
- 13.2. Where Employees are experiencing work-related, personal or health problems that may adversely affect their work performance as well as their quality of life and general sense of wellbeing, a confidential counselling service is available to the employee and their immediate family members to assist them to resolve these issues.
- 13.3. The program will comprise of:
 - 13.3.1.1. professional counselling services in the form of an Employee Assistance Program (EAP) which is provided by an external, independent provider (counselling services) and/or
 - 13.3.1.2. a network of appointed Peer Support Officers (PSOs) who are formally appointed to the role and suitably trained to provide Employees with peer support.

14. TRANSMISSION OF BUSINESS

- 14.1. 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 the 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 2011* (as amended) 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 information, instruction, and training to make every effort to ensure the health, safety, and welfare of Employees.

15.4. Employees agree to:

15.4.1.1. take all reasonably practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by them at work risks harming any other person;

15.4.1.2. co-operate with St John NT on health and safety matters;

15.4.1.3. follow the emergency procedures applicable to the area in which they are working;

15.4.1.4. report any incidents, hazards or sub-standard conditions arising in the workplace to their supervisor as soon as practicably possible; and

15.4.1.5. attend health and safety training as required by St John NT.

15.5. Employees agree they will immediately advise St John NT of any drugs or medication they are taking which may affect their ability to work safely.

15.6. Employees agree they will immediately advise St John NT of any concerns in regard to their health and safety associated with travelling to and from the workplace and travel required/associated with the performance of their duties.

15.7. St John will provide Employees with all safety and equipment including uniform, boots, gloves, and other safety equipment required, to enable the Employee to perform their duties.

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 any work sites or during work hours (even whilst off the work site) without the expressed permission of the CEO.

16.2. Employees must not:

16.2.1.1. be under the influence of any illegal drug and/or alcohol while on shift;

16.2.1.2. perform any duties while under the influence of illegal drugs and/or alcohol;

16.2.1.3. attend any workplace of the Employer while under the influence of illegal drugs and/or alcohol.

16.3. The Employees agree that they will not use any drugs during working hours (whether on or off the work site) or bring any drugs onto work sites, unless those drugs are properly prescribed to the Employee by a medical practitioner, or are over the counter drugs to treat a diagnosed medical condition of the Employee.

16.4. The Employees agree that they will inform St John NT if they are taking any medication (prescription or over the counter) which may affect or impair their 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 equipment that may be required to be used by the Employee in the performance of their duties.

16.5. 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 to enable the release of the information to St John NT.

- 16.6. Employees on duty on a work site other than a St John NT Centre, are required to comply with that sites drug and alcohol requirements and/or the St John NT requirement whichever is of the higher standard.
- 16.7. Failure to comply with this clause 16 of the Agreement, may result in disciplinary action that could include termination of the Employee's employment with St John NT.

17. EMPLOYEE HEALTH ASSESSMENTS

- 17.1. St John NT may require, at its own cost, that an Employee undergo a health assessment and/or functional capacity assessment:
 - 17.1.1.1. to evaluate an employee's fitness to perform their duties and/or for work; or
 - 17.1.1.2. as a condition of ongoing employment before the conclusion of the probationary period or renewal of employment contract; or
 - 17.1.1.3. to evaluate an employee's ability to return to work after an extended period of three months or more of illness or injury.
- 17.2. Where a health assessment and/or functional capacity assessment is a condition of ongoing employment, such assessment must be conducted before the conclusion of the probationary period, i.e. within the first six (6) months of employment.
- 17.3. The health assessment and/or functional capacity assessment will be conducted by a registered health care practitioner/supplier of St John NT's choice.
- 17.4. The Employee agrees to sign a consent form authorising the health care professional/supplier to release any information from the health assessment and/or functional capacity assessment to St John NT.
- 17.5. St John NT will provide the Employee with a minimum of 14 days prior notice of each functional capacity and/or health assessment. St John NT will arrange the appointment(s) and advise the Employee in writing of the location, date and time of the appointment(s).
- 17.6. Emergency Medical Dispatchers, (EMD's), are required to attend hearing and eye testing annually. St John NT will meet the cost of the hearing and eye testing. Where possible, the tests will be conducted during work hours. EMDS attending mandatory annual hearing and eye testing will be paid at single time for their attendance at the hearing and eye tests.
- 17.7. St John NT will provide each EMD with a minimum of 14 days prior notice of each appointment for the hearing and eye testing, will arrange the appointment(s) and advise the employee in writing of the location, date and time of the appointment(s). 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).
- 17.8. St John NT requires all Employees to meet minimum health standards including for hearing and eyesight.
- 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. If

necessary, following a medical, functional capacity, hearing and/or eye test assessment, and where available, St John NT may temporarily transfer the Employee to a suitable position. The temporary transfer is to allow the employee an opportunity to improve and meet targets set by St John NT, it will not exceed three (3) months.

- 17.10. Where following a medical, functional capacity, hearing and/or eye test assessment, the Employee has restrictions placed on their capacity to perform their duties, the Employee will be provided with an opportunity to improve and meet targets set by St John NT. The improvement targets set by St John NT must be achieved within a maximum of three (3) months. St John NT will reimburse out of pocket expenses associated with achieving the improvement targets up to a total amount of \$300.00. If no suitable duties are available into which the Employee may be temporarily transferred, the Employee will be required to go on leave, either paid or leave without pay, until cleared to perform their usual duties within the three (3) month period.
- 17.11. If necessary and where available, St John NT will temporarily transfer an Employee to a suitable position while they are working towards achieving the targets set by St John NT. The temporary transfer will not exceed three (3) months. If an employee is transferred to a suitable role while they work towards their targets, the Employee will be paid at the rate of their primary position during the transfer period. That is, they will be paid at the rate that the Employee would have been paid as if the temporary transfer had not occurred.
- 17.12. If improvement targets are not achieved within the three (3) month period, the Employee may be transferred permanently to a suitable position (if available). If a permanent transfer occurs, the Employee will be paid at the applicable rate for that position into which they are permanently transferred.
- 17.13. If no suitable position or duties are available, the Employee will be required to go on leave until they are cleared to perform their usual duties by a registered health practitioner approved/selected by St John NT. The leave under this clause is up to a maximum of three (3) months. If the Employee has unused, accrued leave entitlements they may use those accruals during this time. If the Employee does not have accruals of leave, the Employee's leave will be leave without pay.
- 17.14. If the Employee takes leave without pay in accordance with clause 17.13, this will not break the period of continuous service and statutory entitlements will continue to accrue while on leave without pay pursuant to clause 17.13 (no allowances and penalties will be paid during this time).
- 17.15. If the Employee does not meet the improvement targets within the three (3) month period, the Employee's employment may be terminated.
- 17.16. The CEO or their delegate may extend the three (3) month period by a further period of up to three (3) months (the extended period). If the Employee does not meet the improvement targets within the extended period, the Employee's Employment may be terminated.
- 17.17. An Employee may:
- 17.17.1.1. request a copy of the health care professional's report(s) and St John NT shall ensure that any such documentation is provided to the employee (unless to do so would place them or another person at risk);
 - 17.17.1.2. request a review of the decision made by St John NT that is based on a report from St John NT's nominated registered

health care professional. The request for a review of the decision is to be made to the Director of Ambulance Services in writing.

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, annual leave, personal/carer’s leave and Long Service Leave accruals transferred to the new position and continuity of employment is not lost. The terms and conditions of the new position will then apply to that Employee.
- 18.2. Annual leave accruals in excess of 2 years accrual may be required to be taken by the Employee prior to commencing the new position or the employee may request to cash out excess annual leave as per clause 46.4, provided any amount paid out to the Employee leaves a balance of at least 4 weeks.

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 (in any capacity) that could impair the Employee’s ability to act in the best interests 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:
 - 20.1.1.1. Merit;
 - 20.1.1.2. Legislative requirements;
 - 20.1.1.3. EEO considerations; and
 - 20.1.1.4. Employee performance.
- 20.2. For each position there will be an approved position description and selection criteria.
- 20.3. Employees’ 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:
 - 21.1.1.1. carry out all lawful and reasonable instructions of St John NT;
 - 21.1.1.2. work efficiently, diligently and exercise all due care and skill in the performance of their employment duties for St John NT;
 - 21.1.1.3. not solicit or attempt to persuade any customers of St John NT to use the services of any other business;
 - 21.1.1.4. not persuade or attempt to persuade any supplier of St John NT not to do business with St John NT;
 - 21.1.1.5. keep confidential all known trade secrets, including, but not limited to, techniques, product information, patient information, customer information, supplier information and

any other information whether in written, electronic or verbal form, acquired through their employment with St John NT that is not already in the public domain;

- 21.1.1.6. carry out any other duties (that may be outside the Employee's ordinary duties) that are reasonably required by St John NT that are consistent with the Employees' skills and abilities; and
- 21.1.1.7. request permission from St John NT to conduct any private business or any duties other than their duties required for the normal operational requirements of St John NT during working hours.

22. DISCIPLINARY PROCEDURE

22.1. Employees may be subjected to Disciplinary Action for matters relating to their performance, capacity or conduct, including, amongst other things:

- 22.1.1.1. Unsatisfactory performance;
- 22.1.1.2. Unacceptable conduct;
- 22.1.1.3. Misconduct; or
- 22.1.1.4. Serious or wilful misconduct.

22.2. The Employer, on becoming aware of an incident that may require disciplinary action, shall firstly discuss the concerns with the Employee(s) involved.

22.3. Investigation

- 22.3.1.1. The Employer, if it thinks necessary, shall then investigate the incident observing the requirements of natural justice and will decide whether the incident is one that requires disciplinary action.

22.4. Suspension

- 22.4.1.1. If an Employee is under investigation in accordance with clause 22.3, St John NT may direct that Employee not to attend work and not to undertake any of the Employee's work duties during a period of time (period of suspension), provided that St John NT pays the Employee their 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.

22.5. Formal Consultation Meeting

- 22.5.1.1. Prior to any disciplinary action being taken by St John NT against any Employee, the Employee will be provided with an opportunity to provide a response in relation to the matter. St John NT will give consideration to the response provided and address as it determines appropriate the issue(s)/problem(s) identified.
- 22.5.1.2. If issue(s) or problem(s) continue, a formal consultation meeting will be held at which the Employee can bring a friend or nominated Employee representative as a support person.

- 22.5.1.3. At the formal consultation meeting St John NT will set out clearly and in writing, its concerns. The Employee will have an opportunity to respond to the matters raised by St John NT.
- 22.5.1.4. The Employee may be issued with a written reprimand at this stage. If issued the written reprimand will be placed on the Employee's personnel file.

22.6. First Warning

- 22.6.1.1. If the Employee does not improve their 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 present at any meeting at which a first warning is issued.

22.7. Final Warning

- 22.7.1.1. The final warning will state that, should the Employee's actions continue, they may be dismissed. Copies of the final warning will be forwarded to the Employee and a copy placed on the Employee's personnel file.

22.8. Recommencement of Disciplinary Procedure

- 22.8.1.1. 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 same or similar issue(s), the reprimand and/or warning will be withdrawn. After this period, should there be further issues or problems involving the Employee, the disciplinary procedure shall recommence with formal consultation meeting(s).
- 22.8.1.2. Where an Employee has been given a final warning and twelve (12) calendar months have passed since the warning was issued and they have received no further reprimand or warning in relation to the same or similar issue(s), the warning will be withdrawn. After this period, should there be further issues or problems involving the Employee, the disciplinary procedure shall recommence with formal consultation meeting(s).

22.9. Conference Prior to Termination

- 22.9.1.1. Prior to any notice of termination, a problem-solving conference will be held between the Chief Executive Officer, and their delegate, and the Employee and their representative. In all cases relating to the termination of an Employee's employment, the Employee and their nominated representative will be notified in writing before the termination takes effect.

22.10. Termination

- 22.10.1.1. If the Employer believes there has been no improvement in the Employee's performance after the implementation of 22.3, 22.5 and 22.6, the Chief Executive Officer may terminate the

Employee's contract of employment in accordance with the terms of this Agreement.

22.11. Summary Dismissal

- 22.11.1.1. 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.

22.12. Referral to Fair Work Commission

- 22.12.1.1. Nothing in this clause shall prevent a party referring any disciplinary matter to FWC for conciliation.

22.13. Savings

- 22.13.1.1. 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 a 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 or Maximum Term.

Full-time Employee

- 23.2. Full-Time Employees will be required to work seventy-six (76) hours per fortnight ("Ordinary Hours") and reasonable additional hours.

Part-time Employee

- 23.3. Part-time Employees will have a written agreement upon commencement specifying the hours to be worked.
- 23.4. 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.
- 23.5. Part-time employees shall be paid overtime rates at double time as follows:
 - 23.5.1.1. Hours worked in excess of 76 hours per pay fortnight;
 - 23.5.1.2. When working pre or post shift Overtime;
 - 23.5.1.3. Immediate Call Back overtime (Recall);
- 23.6. If a part-time employee works additional hours up to 76 hours in a pay fortnight, which is not Extension Overtime, the employee will be paid at ordinary time.
- 23.7. Sub clause 23.5.1.1 does not apply to Employees working Job Share in accordance with clause 24.

Casual Employee

- 23.8. A Casual Employee is an Employee engaged on an hourly basis. Casual Employees are paid on an hourly basis. The nature of the work performed will be irregular, intermittent, urgent, or short term. However, employees will be allocated sufficient hours of work required to maintain an ATP.

23.9. A Casual Employee will be paid the hourly rate as prescribed in Schedule 2 – Pay Rates, plus a loading percentage of that hourly rate as follows:

23.9.1.1. 25% for all work on weekdays

23.9.1.2. 75% for all work on Saturdays and Sundays; and

23.9.1.3. 100% for all work on public holidays

23.10. The casual loadings in clause 23.9 are paid instead of any allowance, weekend or public holiday penalty rate that would otherwise apply to a full-time, part-time or fixed or maximum term Employee.

23.11. A Casual Employee shall not be entitled to annual leave, personal/carer's leave, parental leave (except for an eligible Casual as provided in the NES under the Act), public holidays, or redundancy pay.

23.12. A Casual Employee will be given at least one hour's notice of termination of employment if services are no longer required, unless termination was due to misconduct and/or inefficiency. In such circumstances no notice will be given.

23.13. A Casual Employee that is required to maintain their ATP and must be available to complete the required hours to maintain their ATP in compliance with St John NT's requirements. St John NT will ensure Casual Employees are offered sufficient hours of Ambulance Transport duty or other relevant duties to ensure they are able to complete the minimum requirement to maintain their ATP (currently a minimum of 40 hours every 6 months).

23.14. A Casual Employee who has worked at least nine hundred and eighty-eight (988) hours, calculated over a twelve (12) month period, may be eligible for salary band progression, provided that the Employee has maintained their ATP.

Fixed or Maximum Term Employee

23.15. A Fixed or Maximum Term Employee is one engaged and paid as such on a full-time basis for a specified period.

23.15.1.1. A Fixed or Maximum Term Employee shall be entitled to the same terms and conditions as permanent Employees during their fixed-term engagement.

23.15.1.2. A Fixed or Maximum Term Employee who is subsequently appointed as a Full-time Employee after completing a continuous period of employment as a Fixed or Maximum Term Employee will be deemed to have commenced employment with St John NT from the date of their commencement as a Fixed or Maximum Term Employee.

23.16. 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 NT acknowledges that some Employees for personal reasons require more flexibility in work hours or require Job Share work only. Where operational conditions permit, St John NT will endeavour to accommodate such requests and implement job share arrangements in accordance with this clause.

- 24.2 Job Sharing is an arrangement where two permanent Employees share all the duties, responsibilities and associated entitlements including remuneration of one permanent Full-time position, on a fifty/fifty (50-50) basis.
- 24.3 Overtime pay rates are paid in accordance with overtime entitlements set out in this Agreement.
- 24.4 Job share employees will work a 50% share of one of the following rosters:
- 24.4.1.1 4/4 roster, in the form of 1 day shift and 1 night shift; or
 - 24.4.1.2 one rotation on and one rotation off; or
 - 24.4.1.3 any other roster or shift arrangement which St John NT may offer that meets legislative requirements.
- 24.5 Job Sharing is available under the following conditions:
- 24.5.1.1 Job Share team(s) will comprise of two (2) Employees only.
 - 24.5.1.2 A position filled by a Job Share team will continue to be a Full-time position.
 - 24.5.1.3 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. Overtime and penalty payments for public holidays will be paid to the Employee in the Job Share team who has worked the overtime and/or public holiday.
 - 24.5.1.4 Annual leave, Long Service Leave and Personal Leave will accrue on a pro rata basis of the full time equivalent position.
 - 24.5.1.5 Where on-call is a part of the normal roster, the required fifty percent (50%) sharing of duties will be calculated over a period of no more than twenty-eight (28) days.
 - 24.5.1.6 Job Share team(s) can only be assigned to positions and/or roster lines applicable to the least qualified member of the team.
 - 24.5.1.7 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 shift changes.
 - 24.5.1.8 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 Employees Manager. Any requested changes cannot occur until approval in writing is given by the Employees Manager. Changes must maintain the fifty/fifty (50/50) share of duties, responsibilities and entitlements.
 - 24.5.1.9 Where a Job Share member is absent due to illness, personal/carers leave, they will be paid in accordance with their usual rate of pay.
- 24.6 Annual Leave
- 24.6.1.1 The same leave line will be allocated by St John NT to both Job Share Employees in the team. However, St John NT may

approve different leave periods upon request from the Employee(s);

24.6.1.2 Job Share team Employees should ideally provide at least six (6) weeks' notice of their request to take un-rostered annual leave.

24.6.1.3 Where a leave request will create the need to fill the other half of the Job Share team's rostered duty, the other member of the team may be required to fill the position on a full-time basis.

24.7 Long Term Absence

24.7.1.1 Long Term Absence is regarded as an absence or anticipated absence from duty for any reason which is greater than the share rotation for one roster cycle.

24.7.1.2 In the event of this occurrence, the remaining team member in the Job Share arrangement will revert to full-time employment (pay will be adjusted accordingly) for the duration of the other member's absence, or until a suitable Job Share team replacement that is willing to enter in a Job Share arrangement is identified and approved in writing by St John NT.

24.7.1.3 Notification of an anticipated long term absence must be made to the Employees, Manager or their appointed representative as soon as the team member is aware that the absence is likely to extend beyond one continuous roster block.

24.8 Status

24.8.1.1 Parties must agree to remain in the Job Share arrangement until a vacancy occurs in their respective field of employment and/or they are prepared to take alternative employment if available within the organisation. Should a team member elect to take alternative employment, they will be engaged in accordance with the terms and conditions applicable to that position.

24.8.1.2 The Job Sharing agreement does not cease until alternative 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 organisation 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 in this Agreement and include reasonable additional hours as per the NES.

25.2 Paid hours of work for a full-time Employee are seventy- six (76) hours per fortnight. This is calculated and based on an Employee working an average of 76 hours in a fortnight over a series of shifts in a 28-day roster cycle over a fifteen (15) month period of those twenty-eight (28) day roster cycles.

25.3 The minimum break between shifts will be ten (10) consecutive hours off from performing Ambulance Transport Duties, Patient Transport Duties or Communications Duties including where overtime is performed.

- 25.4 No employee will be required to work more than 10 consecutive shifts without twenty-four (24) hours off duty.
- 25.5 Shifts may vary in length and will be either eight (8), ten (10) or twelve (12) hours in length or as agreed upon by the parties.
- 25.6 The maximum hours of a rostered shift will be twelve (12) hours.

26 ROSTER

- 26.1 St John NT will display a roster in a place accessible in each of the premises identified in clause 6 of this Agreement and/or via the intranet for all Employees covered by that roster. The roster shall be posted at least two (2) months before its commencement.
- 26.2 All Employees must be provided with at least two (2) months' notification of their roster projection.
- 26.3 St John NT will not change the roster without first notifying the affected Employee(s) with at least seven (7) days' notice. Such notice will be given to the Employee in writing via email or text-message or by telephone. Each affected Employee must confirm they have received notice of the roster change by email or text-message to the person who notified them of the change.
- 26.4 When unexpected Employee absences occur due to illness or other reasons, and there is a change in roster hours as a result, St John NT will notify the Employee(s) whose rostered hours are to change. Such notice will be given to the Employee(s) as soon as possible, however, notice may be less than seven (7) days.
- 26.5 The roster shall set out relevant Employees':
 - 26.5.1.1 Commencing and finishing duty times, and time off for the published roster period;
 - 26.5.1.2 On-call duty;
 - 26.5.1.3 Higher Duties (if applicable);
 - 26.5.1.4 Approved leave periods;
 - 26.5.1.5 Training (if applicable);
 - 26.5.1.6 Shift swaps and
 - 26.5.1.7 Time Off In Lieu (TOIL) (if known in advance)
- 26.6 Subject to other clauses of this Agreement, an Employee may work at such times and on such days as required by St John NT.
- 26.7 Types of Rosters are:
 - 26.7.1.1 4,4 Fixed Roster;
 - 26.7.1.2 5,2 Fixed Roster;
 - 26.7.1.3 Relieving Roster;
 - 26.7.1.4 Other Rosters as currently operating in Tennant Creek, and Nhulunbuy; and
 - 26.7.1.5 Other Roster patterns as agreed.
- 26.8 Relieving Officers will be rostered to Relieving Shifts to cover vacancies and absences on the roster. Relieving officers' hours will be averaged in accordance with clause 25.2. Relieving officers will be paid for hours worked and for shift penalties as per clause 30. A

minimum of twenty-one (21) days' notice will be provided when there is a change in shift for a Relieving Officer. Relieving Officers will be paid double time for every hour worked (pro rata for part hours worked) over their contracted hours in each roster cycle.

- 26.9 In the event of a change in rosters due to unexpected events such as illness, St John NT will wherever possible, provide at least twenty-four (24) hours' notice prior to the commencement of the affected shift(s) and such notice will be given via telephone and/or text message. The Employee must acknowledge the change by telephone and/or text message.
- 26.10 St John NT may by agreement with affected employees and/or the Employees nominated representative to:
- 26.10.1.1 introduce or change the type of rosters; and/or
 - 26.10.1.2 introduce or change the start or finish times of a shift, in order to meet operational requirements.
- 26.11 Affected Employees will be given at least eight (8) weeks' notice of the start date for the implementation of a roster change.

27 BREAKS

- 27.1 All Employees shall be entitled to a break of not less than thirty (30) minutes duration for a meal (the Meal Break Period) during each shift, to be taken at such time as will not interfere with the continuity of work and where practicable not to commence earlier than after four (4) hours of commencing Ambulance Transport Duties, or Patient Transport Duties, or Communication Duties.
- 27.2 An Employee (excluding casuals) performing Ambulance Transport Duties or Patient 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 Ambulance Transport Duties or Patient Transport Duties until such time as a subsequent Meal Break Period is completed.
- 27.3 An Employee (excluding casuals) performing 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.
- 27.4 The hour(s) referred to in clauses 27.2 and 27.3 and the applicable payments will be calculated at block rates. Employees including casuals will be entitled to a meal allowance as per clause 44.6 for missed meal breaks.
- 27.5 Employees are encouraged to take breaks when needed. Provision exists at any time for an Employee to call for relief.

28 ROSTER SHIFT PATTERNS

- 28.1 Employees on a four (4) on x four (4) off fixed Roster will work an eight-day roster cycle in one of the below alternative patterns:
- 28.1.1.1 Two (2) consecutive day shifts of twelve (12) hours;
 - 28.1.1.2 Two (2) consecutive night shifts of twelve (12) hours; and
 - 28.1.1.3 Four days off.

- 28.1.1.4 Or alternatively:
 - 28.1.1.4.1 Four (4) consecutive shifts, of twelve (12) hours of any combination of four days/afternoons/nights; and
 - 28.1.1.4.2 Four days off.
- 28.2 To enable evenly distributed fifteen (15) twenty-eight (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.
- 28.3 To compensate Paramedics and Patient Transport employees for working additional hours in a four (4) on x four (4) off Roster as per clause 28.1, Employees will:
 - 28.3.1.1 Accrue an additional 2 weeks leave pursuant to sub clause 45.3.1.3 of this Agreement, and
 - 28.3.1.2 Be paid a roster allowance as per clause 44.2, the allowance provides for overtime (other than paid overtime as provided for under this Agreement) loadings and penalties. This Roster allowance will account for salary for all purposes with the exception for:
 - 28.3.1.3 Paid overtime as provided under this Agreement;
 - 28.3.1.4 Induction training will be rostered as days shifts Monday to Friday, which is paid the appropriate base hourly rate of pay, plus applicable penalties and loadings when required to work outside these hours.
- 28.4 Paramedics, Patient Transport and EMD employees on a five (5) day roster will work a seven (7) day cycle in the following pattern:
 - 28.4.1.1 five (5) consecutive afternoon shifts; and
 - 28.4.1.2 two (2) days off.
 - 28.4.1.3 Shifts may be eight (8) or ten (10) hours in length. The hours of each shift will be noted on the roster.
 - 28.4.1.4 Where an Employee works a shift during which they perform ambulance transport, patient transport or communication duties which is rostered as a ten (10) hour shift, (for clarity this means rostered shifts of more than eight (8) hours) Paramedics and Patient Transport Officers they will be paid a roster allowance, as per clause 44.2. Emergency Medical Dispatchers will be paid a composite rate as per the schedule 5.
 - 28.4.1.5 Where an Employee works a shift during which they perform ambulance transport, patient transport or communication duties which is rostered as a ten (10) hour shift, (for clarity this means rostered shifts of more than eight (8) hours) accrue an additional 2 weeks leave pursuant to sub clause 45.3.1.4 of this Agreement.
- 28.5 Tennant Creek Roster
 - 28.5.1.1 The roster is an eight (8) day cycle with four (4) days on and four (4) days off

- 28.5.1.2 Employees rostered on shift will work between four (4) and six (6) hours per day from the Tennant Creek Ambulance Station (in this Clause referred to as the Centre). The remainder of the shift will be worked away from the Centre.
- 28.5.1.3 Actual times worked from the Centre are to be negotiated between the Employer and Employees working permanently in Tennant Creek. The agreement under this sub-clause is to be recorded in writing between the parties.
- 28.5.1.4 Shift changeover will occur at a time negotiated between officers and approved by the Area Manager Tennant Creek on the day of the change.
- 28.5.1.5 Officers are not required to work from the Centre on Weekends and Public Holidays. Work on these days is worked entirely on an on-call basis.
- 28.5.1.6 The paid hours are seventy-six (76) hours per fortnight, based on the Employee working an average of seventy-six (76) hours each fortnight over fifteen (15) twenty-eight (28) day roster cycles.
- 28.5.1.7 To compensate Employees for working additional hours in the roster, employees will accrue additional annual leave, refer Annual Leave clause of this Agreement. (Refer Clause 45.3)
- 28.5.1.8 Tennant Creek hours included in ordinary hours of pay are for 08:00 – 24:00, Monday to Friday.
- 28.5.1.9 All times from 00:01 until 08:00 are eligible for payment in accordance with clause 33.7.
- 28.5.1.10 With the exception of employees working a 4 x 4 roster, callout periods extend to the entire twenty-four (24) hour period of a weekend and any public holiday as approved by St John NT and outlined in this Agreement in clause 46.2.
- 28.5.1.11 Callouts begin from the time of being dispatched and are recorded as completed once back "on Centre" or once the Employee has returned to their residence (whichever is applicable).
- 28.5.1.12 If a crew are on a case prior to the commencement of rostered hours, this will be paid as overtime.
- 28.5.1.13 Employees in Tennant Creek who are required to be on-call on a Public Holiday will be paid at single time for on-call. Payment of single time for on call is paid in addition to the paid hours described in sub-clause 28.5.1.6, for example; an employee who is on-call during a fortnight will be paid 76 hours for the fortnight plus an additional amount of single-time for the period they are on-call during that fortnight.
- 28.5.1.14 If an Employee is re-called to perform Ambulance Transport Duties in Tennant Creek on a public holiday, they will be paid

at double time and a half (2.5) from the time they are re-called to completion of Ambulance Transport Duties.

- 28.5.1.15 A review will be conducted with St John NT and United Workers Union into Tennant Creek conditions of employment over the life of the enterprise agreement. This review will look into current allowances and entitlements. There will be no changes to allowances and entitlements without agreement from the St John NT, the Director of Ambulance Service, and the Union.

28.6 Nhulunbuy Roster

- 28.6.1.1 The roster will work on a cycle agreed between the Nhulunbuy Area Manager and the relevant Employees.
- 28.6.1.2 Employees rostered on shift will work from the Nhulunbuy Ambulance Station (in this clause referred to as the Centre) as negotiated with the Employer and Employees working permanently in Nhulunbuy and agreed in writing.
- 28.6.1.3 Shift changeover will occur at a time negotiated between Employees and approved by Nhulunbuy Area Manager on the day of the change.
- 28.6.1.4 Employees are not required to work from the Centre on Weekends and Public Holidays. The entire shift on these days is to be work on an on-call basis.
- 28.6.1.5 The paid hours are seventy-six (76) hours per fortnight, based the Employee working an average of seventy-six (76) hours each fortnight over fifteen (15), twenty-eight (28) day roster cycles
- 28.6.1.6 To compensate Employees for working additional hours in the roster, Employees will accrue additional annual leave, (refer sub-clause 45.3 - Annual Leave clause of this Agreement).
- 28.6.1.7 When an Employee is required to work additional on-call hours outside the 4 x 4 roster they will be entitled to Un-Rostered on-call as per sub clause 33.1.
- 28.6.1.8 Employees in Nhulunbuy who are required to be on-call on a Public Holiday will be paid single time for on-call. Payment of single time for on-call is paid in addition to the hours described at 28.6.1.5. For example; an employee who is on-call during a fortnight will be paid 76 hours for the fortnight plus an additional amount of single-time for the period they are on-call during that fortnight.
- 28.6.1.9 If an Employee is re-called to perform Ambulance Transport Duties on a public holiday, they will be paid at double time and a half (2.5) from the time they are re-called to time of completion of Ambulance Transport Duties hours.
- 28.6.1.10 A review will be conducted with St John NT and United Workers Union into Nhulunbuy conditions of employment over the life of the enterprise agreement. This review will look into

current allowances and entitlements. There will be no be changes to allowances and entitlements without agreement from the St John NT, the Director of Ambulance Service, and the Union.

28.7 Communications Roster

- 28.7.1.1 Employees on a four (4) on x four (4) off Roster will work an eight (8) day cycle in the following pattern:
 - 28.7.1.1.1 two (2) consecutive day shifts;
 - 28.7.1.1.2 two (2) consecutive night shifts; and
 - 28.7.1.1.3 four (4) days off.
- 28.7.1.2 Roster line shifts may vary in length of 8, 10, or 12 hours.
- 28.7.1.3 The paid hours are seventy-six (76) hours per fortnight, based on the Employee working on average of seventy-six (76) hours calculated over fifteen (15) twenty-eight (28) day roster cycles
- 28.7.1.4 To compensate Employees for working additional hours in the roster, Employees will:
 - 28.7.1.4.1 Accrue an additional 2 weeks leave in accordance with sub clause 45.3.1.3 of this Agreement; and
 - 28.7.1.4.2 Be paid a composite rate (Schedule 5) that takes into account and provides for all overtime, loadings, meal allowances, public holidays and penalties.

29 SHIFT SWAPS

- 29.1 Employees may arrange for shift changes with the following provision:
- 29.2 Employees must receive prior written approval from their manager or their designate;
- 29.3 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;
- 29.4 To ensure employees maintain an average of 76 hours over a 15 months roster period:
 - 29.4.1.1 Employees may only engage in a maximum of four (4) shift swap during a twenty-eight (28) day roster period. Shifts are to be repaid over the fifty-six (56) day period from when the shift that was swapped was worked.
 - 29.4.1.2 Any employee seeking to engage in more than four (4) shift swaps per twenty-eight (28) day roster period (exceptional shift swap), must inform their line manager of the reason why the exceptional shift swap is sought, prior to requesting approval from the Regional Manager/Emergency Communications Manager or their delegate.
- 29.5 Approval for an exceptional shift swap will be assessed on a case by case basis.
- 29.6 All employees that agree to swap a shift must ensure they have a minimum ten (10) hour break between shifts in accordance with clause 25.3 of the Agreement.
- 29.7 Shift swaps are by mutual agreement between staff and, as such, no additional costs, allowances, penalties or any other monetary amount will be payable by St John NT for a shift swap, unless required by law.

29.8 When a shift swap occurs on a public holiday, the employee working the public holiday will be paid Public Holiday penalty rates in accordance with the Enterprise Agreement.

30 SHIFT WORK

30.1 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 and Employees receiving the Roster Allowance, Nhulunbuy and Tennant Creek Roster Allowance.

30.2 Shifts:

- 30.2.1.1 **"Day shift"** means any shift of ordinary hours commencing at or after 6am and before 10am.
- 30.2.1.2 **"Afternoon shift"** means any shift of ordinary hours finishing after 8pm but not later than midnight.
- 30.2.1.3 **"Night shift"** means any shift commencing at or after 6pm and before 6am.
- 30.2.1.4 **"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.
- 30.2.1.5 **"Saturday shift"** means a shift of ordinary hours commencing after 0000hrs and finishing before 2359hrs on a Saturday.
- 30.2.1.6 **"Sunday shift"** means a shift of ordinary hours commencing after 0000hrs and finishing before 2359 hours on a Sunday.

30.3 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% |

30.4 The time of commencing and finishing shifts may be varied by agreement between the Employer and a majority of Employees to suit the operational requirements of St John NT, or in the absence of agreement, by seven (7) days' notice of alteration given by the Employer.

31 MULTIPLE BENEFITS

31.1 Where a situation arises in which an Employee is entitled to receive more than one loading, overtime rate, penalty rate etc. under the terms of this Agreement, the Employee will be entitled to receive only one of these benefits. The benefit paid to the Employee in such situations will be that which provides the greatest financial benefit. 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 two penalty rates, and will not receive payment of both of the penalties.

31.2 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 and will be paid the greatest of those allowances.

32 ON-CALL

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

32.2 On-call allowance applies to Full-time, Part-time and Casual Employees, excluding Employees working in Nhulunbuy and Tennant Creek receiving the Nhulunbuy and Tennant Creek Allowance.

32.3 An employee who is rostered to be on-call is entitled to an on- all allowance calculated as follows:

32.3.1.1 Mon-Fri - 15 per cent (15%)

32.3.1.2 Sat – twenty per cent (20%)

32.3.1.3 Sun – thirty per cent (30%)

32.3.1.4 Public Holidays – thirty-seven and a half per cent (37.5%)

32.4 The allowance in clause 32.2 is calculated on the Employee’s base hourly rate for on-call work at block rates.

32.5 Nothing in this clause prohibits an Employee from temporarily leaving the workplace or their home when rostered on-call after having made arrangements which are satisfactory to St John NT and approved by the Employee’s immediate supervisor to ensure the proper conduct of the service.

32.6 An Employee will not be required to work on-call for a continuous period of more than fourteen (14) days.

32.7 Time on-call will not be counted as time worked unless an Employee is called out for duty. If called out for duty the Employee will be paid at the rate of double time for such period(s) of duty performed, with a minimum payment of two (2) hours per call provided that two (2) hours has elapsed from the commencement of the previous call-out. More than a single call-out may occur during a re-call.

32.8 If at least two (2) hours has elapsed between the completion of the task(s) the Employee has been re-called to perform and the Employee is again re-called to perform ambulance duties, that re-call will be deemed a subsequent re-call. A subsequent re-call will attract payment to the Employee of double their base rate of pay for a minimum of two (2) hours. If the subsequent re-call exceeds two (2) hours, the Employee will be paid double their base rate for duration the subsequent re-call. More than a single call out may occur during a subsequent re-call. If less than two (2) hours has elapsed between the completion of the task(s) the Employee had been re-called to perform and the Employee is again re-called to perform ambulance duties, that re-call is not a subsequent re-call.

32.9 Payment for a re-call including a subsequent re-call is calculated from the time the Employee is re-called until completion of the task(s) the Employee has been re-called to perform

33 UN-ROSTERED ON CALL

- 33.1 Un-rostered on-call occurs when an employee is requested by St John NT at short notice to be on call outside of the on-call roster.
- 33.2 Un-rostered on-call applies to Full-time, Part-time, Fixed Term and Maximum Term Employees.
- 33.3 Time on un-rostered on-call will not be counted as time worked and will be paid at the Employee's base rate of pay unless an Employee is called out for duty.
- 33.4 If called out for duty the Employee will be paid in accordance with 32.7 and 32.8.
- 33.5 Un-rostered on-call will not be paid when an Employee elects to cover another Employee's on-call shift.

34 OVERTIME

34.1 General:

- 34.1.1.1 This clause applies to Full-time, Part-time and Fixed or Maximum Term Employees only.
- 34.1.1.2 Casual employees who work casual shifts greater than 76 hours in a fortnight pay cycle will be paid the relevant overtime rates.
- 34.1.1.3 St John NT may require an Employee to work overtime as the need of the operation require. Employees who work overtime will be paid at the relevant overtime rates.
- 34.1.1.4 An Employee may reasonably refuse overtime in accordance with the Act.

34.2 Offering Overtime:

- 34.2.1.1 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 where reasonably practicable.
- 34.2.1.2 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.

34.3 Overtime Penalty Rates:

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

34.4 Other

- 34.4.1.1 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. This clause is to be read in conjunction with clause 25.3
- 34.4.1.2 All overtime payments covered in clause 34 will be paid in accordance with block rates.

35 TIME OFF IN LIEU

- 35.1 Despite clause 34 (over time) and subject to clause 35.4 below, an Employee may with the consent of St John NT, elect to take time off instead of receiving payment for overtime at a time or times agreed with their manager or their delegate.
- 35.2 This clause applies to full-time and part time employees only.
- 35.3 The maintenance of ambulance services delivery is to be considered as part of the overall approval process for TOIL. Approval of TOIL is at the sole discretion of St John NT.
- 35.4 TOIL will be accrued regardless of the day and time extra hours have been performed, on the basis of one (1) hour of time off for each additional hour worked over the employee's rostered hours.
- 35.5 Where an Employee and St John NT agree, accrued TOIL may be taken. TOIL should be taken as soon as possible but no later than by the end of the financial year in which the TOIL was accrued.
- 35.6 Where an employee and St John NT agree, accrued TOIL may be paid out during the financial year in which TOIL is accrued. The payment will be paid at the applicable overtime rate.
- 35.7 TOIL will be recorded by the Employer following a submission of a timesheet by the Employee recording the approved TOIL hours.
- 35.8 Unused TOIL accruals will be paid out at the end of each financial year at the applicable overtime rate.
- 35.9 The maximum hours that can be accrued in TOIL is 48 hours, or pro-rata for part-time employees reflective of their part-time hours.
- 35.10 TOIL hours cannot be converted to annual leave and no loadings are payable on TOIL accruals.
- 35.11 TOIL hours cannot be accessed on public holidays

36 CLASSIFICATIONS AND SALARIES

- 36.1 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 38) as follows:
 - 36.1.1.1 See Schedule 2 – Pay Rates;
 - 36.1.1.2 Part-time Employees will be paid a pro-rata amount of the Full-time annual gross salary;
 - 36.1.1.3 The net cash amount of a relevant Employee's salary will be paid by Electronic Funds Transfer (EFT) on a fortnightly basis;
- 36.2 Payment of any increased rates of pay outlined in Schedule 2 – Pay Rates will be paid from the approval of this Agreement by the Fair Work Commission.

37 PAY SCALES AND CAREER ADVANCEMENT

- 37.1 Pay scales as set out in Schedule 2 – Pay Scales, 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. This is calculated on the anniversary date of the Employee's commencement of the position with St John NT provided the Employee's service with St John NT is continuous.

37.2 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.

37.3 Casual employees pay scale increase are set out in clause 23.14.

38 HIGHER DUTIES

38.1 If an Employee is appointed to a higher classification, the Employee will be paid the pay scale applicable to the higher classification for the period they are appointed to the higher classification and performing the higher duties. Unless otherwise agreed, Employees will not be required to fill a vacant position in an acting capacity for more than 3 months.

38.2 St John NT will confirm the higher duties pay scale prior to the Employee commencing to perform the higher duties.

39 PROBATION PERIOD / MINIMUM PERIOD OF EMPLOYMENT

39.1 The first six (6) months of an Employee's employment is a probationary period. During this period, either St John NT or the Employee may terminate the employment with one (1) weeks' notice. St John NT may elect to make payment in lieu of notice in part or in full. An Employee may forfeit remuneration or entitlements in lieu of notice.

39.2 In the event that St John NT neither confirms nor terminates employment at conclusion of the probation period referred to in clause 39.1, the employment will be deemed to be confirmed.

39.3 A performance review may be conducted throughout the Employee's probationary period by the Employee's supervisor or nominated delegate.

40 PAYMENT OF WAGES

40.1 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).

40.2 Payment of increment progression, promotion or higher duties, shall apply from the first pay period following the increase.

40.3 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.

40.4 As pays are calculated and processed one week in arrears for work performed and one week in advance for work yet to be performed, and as pays are processed prior to receipt of timesheets adjustments in entitlements and/or pay for any personal leave, annual leave and other leave taken for the week paid in advance will be corrected in the next pay period. Where an overpayment for leave has occurred, the appropriate adjustment in accruals will be made. If the Employee does not have sufficient leave accruals available a monetary adjustment will be made for the overpayment received by the Employee in the prior pay period.

40.5 Payment will be made by electronic funds transfer, unless prevailing circumstances require otherwise. Payslips will be provided to staff personally or by electronic transmission.

40.6 Payslips

40.6.1.1 St John NT will provide each Employee with a payslip which will specify:

- 40.6.1.2 St John NT's name;
- 40.6.1.3 the period to which the payslip relates;
- 40.6.1.4 the date on which the payment to which the payslip relates was made;
- 40.6.1.5 the gross amount of the payment;
- 40.6.1.6 any amount paid to the Employee that is a bonus, loading, allowance;
- 40.6.1.7 penalty rate, incentive-based payment or other separately identifiable entitlement; and
- 40.6.1.8 the Australian Business Number of St John NT.
- 40.6.1.9 All additions and deductions will be displayed on the payslip.
- 40.6.1.10 If the Employee is paid at an hourly rate of pay, the payslip must also include:
 - 40.6.1.10.1 the rate of pay for the Employee's ordinary hours (however described);
 - 40.6.1.10.2 the number of hours in that period for which the Employee was employed at that rate; and
 - 40.6.1.10.3 the amount of the payment made at that rate.
- 40.6.1.11 If the Employee is paid at an annual rate of pay, the payslip must also include the rate as at the latest date to which the payment relates.
- 40.6.1.12 If St John NT is required to make superannuation contributions for the benefit of the employee the payslip must also include:
 - 40.6.1.12.1 the amount of each contribution that St John NT made during the period to which the payslip relates, and the name, or the name and;
 - 40.6.1.12.2 number, of any fund to which the contribution was made; or
 - 40.6.1.12.3 the amounts of contributions that St John NT is liable to make in relation to the period to which the payslip relates; and
 - 40.6.1.12.4 the name, or the name and number, of any fund to which the contributions will be made.

41 PAYMENT ON TERMINATION OF EMPLOYMENT

- 41.1 Upon termination of employment, payment must be made to the employee no later than following pay period of the date of termination and will include:
 - 41.1.1.1 the employee's wages under this agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - 41.1.1.2 all other amounts that are due to the employee under this agreement and the NES.

- 41.1.1.3 The requirement to pay wages and other amounts under clause 40 is subject to submission of timesheets and St John NT making deductions authorised by the Agreement or as agreed by the employee and St John NT.

42 SALARY PACKAGING

- 42.1 St John NT has made available to all Employees upon commencement of employment a salary packaging option through an external service provider.
- 42.2 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 Australian Taxation Office (ATO) or other relevant authority. The salary sacrifice packaging arrangements meet the full obligations of the Employer in relation to salary payments required under this Agreement.
- 42.3 Under the salary sacrifice packaging arrangements, the following conditions apply:
 - 42.3.1.1 The arrangement operates at no additional cost to St John NT, either directly or indirectly; and
 - 42.3.1.2 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
 - 42.3.1.3 An Employee will meet any administration costs as part of the salary sacrifice arrangements, including Fringe Benefits Tax (FBT) liabilities that may arise; and
 - 42.3.1.4 An Employee will provide evidence of having obtained or waived their right to obtain independent financial advice before taking up salary sacrifice arrangements.
- 42.4 Misuse of this salary packaging option, by any Employee, will result in removal of the benefit for that Employee(s).

43 SUPERANNUATION

- 43.1 Superannuation is payable in accordance with applicable legislation, as varied from time to time.
- 43.2 Where St John NT is obliged to make superannuation contributions in compliance with legislation, those contributions will be paid on behalf of the employee into the St John NT default fund, Australian Super, unless the employee nominates an alternative compliant superannuation fund.

44 ALLOWANCES

- 44.1 All allowances (excluding roster, Shift, LAHA and Northern Territory allowances) will be increased each year by 2.5% per annum. Increases will be applied from the first pay date after 1 July 2022 and thereafter on 1 July of each year after commencement of the Agreement until the Nominal Expiry Date.
- 44.2 Roster Allowance
 - 44.2.1.1 Roster allowance is payable to Employees when performing ambulance transport and patient transport duties and working regular night shifts on a dedicated roster. This is paid at the rate prescribed in Schedule 2 – Roster Allowance.

- 44.2.1.2 Roster allowance will be paid fortnightly. No roster allowance will be paid other than as set out above in sub clause 44.2.1.1 and sub clause 28.3.1.2. Roster allowance will not be paid on overtime.
 - 44.2.1.3 Roster allowance will be paid on all leave other than unpaid leave.
 - 44.2.1.4 Roster Allowance compensates Employees for overtime (other than as provided in this Agreement), shift and weekend penalties.
- 44.3 Nhulunbuy Allowance
- 44.3.1.1 Employees performing Ambulance and patient transport duties in Nhulunbuy will not be paid roster allowance or shift penalties.
 - 44.3.1.2 A Nhulunbuy allowance is paid as per Schedule 3 – Allowances for Employees performing Ambulance and patient transport in Nhulunbuy. Roster, Shift Penalties and On-call Allowances are not paid to Employees permanently or temporarily employed to the Nhulunbuy Centre.
 - 44.3.1.3 The allowance paid also includes office duties and is in lieu of on-call and re-call payments.
- 44.4 Tennant Creek Allowance
- 44.4.1.1 Employees performing ambulance transport duties and patient transport duties in Tennant Creek will not be paid roster allowance or shift penalty.
 - 44.4.1.2 A Tennant Creek allowance is paid as per Schedule 3 – Allowances for Employees performing ambulance transport duties and patient transport duties in at Tennant Creek. Roster, Shift Penalties and On-call Allowances are not paid to Employees permanently or temporarily employed to the Tennant Creek Centre.
 - 44.4.1.3 The allowance paid also includes office duties and is in lieu of on-call and re-call payments.
- 44.5 Preceptor Allowance
- 44.5.1.1 A paramedic, patient transport officer or EMD that is required to provide pre-defined and programmed direct supervision, feedback and support to a St John NT employee undertaking an internship, or organisational training, will receive a preceptor allowance as specified in Schedule 3.
 - 44.5.1.2 The requirement for preceptorship will be approved by Clinical Services and the Departmental Manager.
 - 44.5.1.3 Proof of participation in the completing duties as a preceptor is to be recorded on the Employee’s fortnightly timesheet and approved by the Department Manager.

44.6 Meal Allowance

- 44.6.1.1 Whilst on shift, a meal allowance of \$26.05 is payable to Employees (including casuals) when:
 - 44.6.1.1.1 An Employee performing ambulance transport duties, patient transport duties or communications duties for four (4) continuous hours without a full thirty (30) minute meal break; or
 - 44.6.1.1.2 An Employee performing ambulance transport duties, patient transport duties or communications duties for two (2) hours or more after their rostered finishing time; or
 - 44.6.1.1.3 An Employee is re-called to perform ambulance transport duties for more than four (4) hours.

44.7 Living Away from Home Allowance

- 44.7.1.1 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.
- 44.7.1.2 If accommodated in private accommodation, St John NT will pay for meals as per sub clause 44.6 only.

44.8 Travel Allowance

- 44.8.1.1 Employees who are required to travel as part of their work duties may be eligible for certain allowances set out in Schedule 3 and in accordance with this clause. These allowances are:
 - 44.8.1.1.1 Meal Allowance
 - 44.8.1.1.2 Accommodation Allowance
 - 44.8.1.1.3 Camping Allowance(together collectively referred to as "the Travel Allowances" or "TA")
- 44.8.1.2 An Employee on official duty involving travel away from their usual place of residence and requiring overnight accommodation for less than 28 days may be entitled to receive:
 - 44.8.1.2.1 Meal Allowance; and /or Accommodation Allowance or Camping Allowance (whichever is applicable). St John NT may choose to arrange and provide, at no cost to the Employee:
 - 44.8.1.3.1 Reasonable accommodation and/or meals, for some or all of the time spent away. Where accommodation or meals are provided (for all or part of the time spent away) an Employee is only entitled to claim the relevant Travel Allowances

for any meals or accommodation which were not provided by St John NT.

44.8.1.3.2 If St John NT wishes to arrange or provide accommodation and/or meals as per 44.8.1.3.1 above and an Employee elects not use that accommodation or consume the supplied meal(s) and instead chooses to purchase their own meals and meet and provide their own accommodation the Employee is only entitled to claim the relevant Travel Allowances for any meals or accommodation which were to be provided by St John NT.

44.8.1.4 If an employee in the course of employment is required to camp outside overnight using makeshift accommodation such as a swag or tent, the employee with, St John NT prior approval, will be paid an all-inclusive (accommodation and meals) camping allowance as per Schedule 3.

44.8.1.5 Where an Employee is required to travel for the day outside the Darwin or Alice Springs greater region, they will be paid the Meal Allowance for meals as per Schedule 3.

44.8.1.6 The Travel Allowances are not payable to an Employee where the Employee is absent:

44.8.1.6.1 from the temporary duty location during any period of leave, whether paid or unpaid; or

44.8.1.6.2 during any period of unpaid leave.

44.8.1.7 The Meal Allowance listed in Schedule 3 will be paid only when the Employee is away from home for work purposes if St John NT has not provided meals, or in accordance with the following conditions:

44.8.1.7.1 Breakfast will be payable where the Employee is required to travel before 7.00am;

44.8.1.7.2 Lunch will be paid where the Employee is required to travel before 11.00am;

44.8.1.7.3 Dinner is payable where an employee arrives home after 7.00pm.

44.8.1.8 In circumstances where the travel undertaken is in excess of 28 days, travel allowance as per clause 44.8 shall cease to be paid and instead the Employee will be entitled to receive the Living Away from Home Allowance (LAHA), payable in accordance clause 44.7.

44.9 Remote Area Allowance

44.9.1.1 A remote area allowance is to be paid fortnightly to Employees who are appointed to work in Tennant Creek, Nhulunbuy or Katherine.

- 44.9.1.2 The remote area allowance is not payable to Employees temporarily transferring to the locations specified in 44.9.1.1 for a continuous period of less than three (3) months (refer LAHA clause 44.7 or Travel allowance clause 44.8).
- 44.9.1.3 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 3 as Remote Area Allowance (accommodation provided).
- 44.9.1.4 The remote area allowance amounts specified in Schedule 3 – Allowances are gross figures, effective from the commencement of this Agreement and are subject to applicable taxation.

44.10 Northern Territory Allowance

- 44.10.1.1 Employees employed prior to 1 July 2022 will receive a Northern Territory Allowance, of \$960 per annum for a full-time Employee, which shall be paid pro rata on a fortnightly basis to Employees with dependents, under the age of 18 years old, residing with the Employee in the Northern Territory.
- 44.10.1.2 Evidence must be provided to the Human Resources Department of St John NT annually confirming that dependant(s) are still residing with the Employee in the Northern Territory to continue receiving the allowance.
- 44.10.1.3 The Northern Territory Allowance is not paid in conjunction with any Remote Area Allowance. Employees working in Tennant Creek, Nhulunbuy and Katherine receive the Remote Area Allowance in lieu of the Northern Territory Allowance.
- 44.10.1.4 Eligible employees on part-time or job share contracts will receive the pro rata amount.
- 44.10.1.5 Casual employees are not eligible to receive the Northern Territory Allowance.

44.11 Driver Licence Allowance

- 44.11.1.1 Where an employee is required for the purpose of employment to hold a driver licence, the fee paid by the Employee for their drivers licence (for a minimum period of 2 years), will be reimbursed to the Employee on the presentation of a receipt to St John NT.
- 44.11.1.2 An Employee must notify St John NT immediately if they are charged with any offence in relation to the operation of light vehicle or if their licence is suspended or cancelled. The suspension or cancellation of an Employee's licence may result in immediate termination of the Employee's employment.

44.12 Registration Allowance

- 44.12.1 Employees will be reimbursed for the \$190.00 ARPHRA first application fee for paramedic registration. The Employee is

required to provide St John NT with a copy of the receipt for the reimbursement to be processed.

PART 5 – LEAVE

45 LEAVE

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

45.2 Annual Leave

- 45.2.1.1 A full-time Employee is entitled to four (4) weeks of paid annual leave per twelve (12) months of continuous work. This is accrued pro-rata for part-time Employees.
- 45.2.1.2 A full-time shift worker is entitled to an additional one (1) week of annual leave per twelve (12) months of continuous work. This is accrued pro-rata for part-time Employees.
- 45.2.1.3 An Employee transferring to another Centre will forego any pre-approved leave and will be required to re-apply for leave.
- 45.2.1.4 Annual Leave will be paid at the base rate for a seventy-six (76) hour fortnight.
- 45.2.1.5 All Employees, other than casual Employees (casual Employees do not have an entitlement to annual leave), are allocated annual leave on a rotation basis which occurs in five (5) monthly intervals.
- 45.2.1.6 All new Employees will have their leave roster allocated by St John NT, and will be notified of their first rostered leave dates within four (4) months of commencing employment.
- 45.2.1.7 Unless otherwise agreed between St John NT and an individual Employee, annual leave and additional leave will be taken in accordance with the leave roster
- 45.2.1.8 Where rostered annual leave is taken by an Employee the number of day(s) taken will be deducted from the annual leave accruals. Annual leave is accrued and deducted as 7.6 hours per day. Therefore, an employee who takes one week of annual leave will have 38 hours deducted from their accruals.
- 45.2.1.9 Where an Employee wishes to take un-rostered leave, the Employee is required to submit a request for the un-rostered annual leave at least eight (8) weeks before the proposed start date of the un-rostered annual leave.
- 45.2.1.10 St John NT will endeavour to accommodate requests for changes to leave.
- 45.2.1.11 Where un-rostered leave is taken by an Employee the Employee will be deducted 7.6 hours of annual leave accruals for every shift the Employee would have been rostered to work for the period, they are absent on annual leave. If the Employee takes a block of un-rostered annual leave, they will be deducted 38 hours of annual leave.

- 45.2.1.12 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 at least eight (8) weeks' notice to the Employee of when the annual leave is to be taken.

45.3 Extra Annual Leave

- 45.3.1.1 In addition to annual leave, Employees covered by this Agreement are entitled to:
- 45.3.1.2 Two (2) week paid regional leave (76 hours) per twelve (12) months of continuous work;
 - 45.3.1.2.1 One (1) week paid public holiday leave (38 hours) per twelve (12) months of continuous work, in recognition of the National and NT gazetted Public Holidays expected to occur during rostered days off.
- 45.3.1.3 All full-time Employees working a 4, 4 fixed roster, are entitled to an additional two (2) week rostered leave (76 hours) per twelve (12) months of continuous performance of work as per clause 28.3.1.1 and 28.7.1.4. in lieu of having to work additional hours in the roster.
- 45.3.1.4 All full-time Employees working a 5 day fixed roster, who are rostered ten (10) or twelve (12) hour shifts, are entitled to an additional two (2) week rostered leave (76 hours) per twelve (12) months of continuous performance of work as per clause 28.4.1.5 in lieu of having to work additional hours in the roster.
- 45.3.1.5 Leave is pro-rata for part-time Employees.

45.4 Cashing Out Annual Leave

- 45.4.1.1 Cashing out of annual leave is permitted provided at least four (4) weeks annual leave entitlements are retained.
- 45.4.1.2 An Employee must complete a Cashing out Annual Leave Application to request a cashing out of annual leave payment.
- 45.4.1.3 The completed Cashing out Annual Leave Application is to be submitted to the Employee's Manager.
- 45.4.1.4 The Employee will be notified in writing the amount of leave to be cashed out and the payment to be made to the employee for it; and the date on which the payment is to be made.
- 45.4.1.5 St John NT reserves the right to reject any cashing out of annual leave request. St John NT will not unreasonably refuse an employee's request to cash out their accrued annual leave.

45.5 Personal Leave

- 45.5.1.1 Personal leave is available to Employees to enable them to be absent from duty:
 - 45.5.1.1.1 Because the Employee is unfit for work because of a personal illness, or personal injury; or

- 45.5.1.1.2 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.
- 45.5.1.2 An Employee other than a Casual employee is entitled to accrue up to fifteen (15) days paid personal/carer's leave per twelve (12) months' of continuous work.
- 45.5.1.3 Where personal/carer's leave is taken by an Employee on a fixed roster, the Employee will be deducted one (1) day of personal/carer's leave accrual for every shift the Employee was rostered to work for that period but is absent.
- 45.5.1.4 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:
 - 45.5.1.4.1 where the Employee has been absent for two (2) or more consecutive days;
 - 45.5.1.4.2 when four (4) or more single days are taken within any twelve (12) month period; or
 - 45.5.1.4.3 for a single day or more on either side of the Employee's rostered day off, other leave, and/or public holiday, where the Employee had been rostered off.
- 45.5.1.5 A statutory declaration must be provided by the Employee in the following circumstances:
 - 45.5.1.5.1 where the Employee has been unable, despite genuine reasonable attempts, to obtain a medical certificate; or
 - 45.5.1.5.2 where the Employee resides in a remote area and is unable to obtain a medical certificate; or
 - 45.5.1.5.3 where the leave is carer's leave.
- 45.5.1.6 If a statutory declaration is provided in accordance with sub-clause 45.5.1.5 above, it must state:
 - 45.5.1.6.1 The reason why the Employee was unable to provide a medical certificate; and
 - 45.5.1.6.2 The reason for and period of absence.
- 45.5.1.7 St John NT 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 likely duration of the illness, where:
 - 45.5.1.7.1 the Employee is frequently absent or expects to be so, or absent for an extended duration due to illness; or
 - 45.5.1.7.2 It's consider that an Employee's performance may be affected due to illness; or

45.5.1.7.3 It's considered that an Employee is incapable of performing normal duties on medical grounds.

45.6 Unpaid Carers leave

45.6.1.1 If an Employee has used up all their 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 their 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.

45.7 Compassionate Leave

45.7.1.1 Subject to clause 45.7, 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:

45.7.1.1.1 a single continuous five (5) day period; or

45.7.1.1.2 five (5) separate periods of one day each; or

45.7.1.1.3 any separate periods to which the Employee and his or her Employer agree.

45.7.2 On each occasion the Employee must provide evidence that satisfies the Employer of the death of an immediate family member or member of the Employee's household.

45.7.3 Compassionate leave under this clause may also be granted in other justifiable circumstances as determined by St John NT.

45.7.4 Payments of Compassionate Leave

45.7.4.1.1 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 base rate of pay for the hours the Employee would have worked during the period.

45.7.4.1.2 Casuals are entitled to unpaid compassionate leave. The Employer must be given notice as soon as practicable and must the Employee must advise the Employer of the period or expected period of the leave.

45.8 Community Service Leave

45.8.1 Community service leave may be accessed following an approved Employee request to attend a 'voluntary emergency management activity'.

45.8.2 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).

45.8.3 Community service leave is unpaid, except in relation to jury service (refer Jury Duty clause 56 of this Agreement).

45.9 Leave to deal with Family and Domestic Violence

45.9.1 In this clause:

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

Family member means:

a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

45.9.2 A reference to a spouse or de facto partner in the definition of family member includes a spouse or de facto partner.

45.9.3 Entitlement to unpaid leave

45.9.3.1 An Employee is entitled to 5 days unpaid leave to deal with family and domestic violence, in accordance with the provisions of the St John NT Domestic Violence Policy.

45.9.3.2 St John NT and the Employee may agree that the Employee may take more than 5 days unpaid leave to deal with family and domestic violence.

45.9.4 Confidentiality

45.9.4.1 St John NT will take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided to St John is treated confidentially, as far as it is reasonably practicable to do so.

45.9.4.2 Nothing in this clause, 45.9.4 prevents St John NT from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

45.10 Parental Leave

45.10.1 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/children 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 husband or wife, de facto partner or same sex partner.

45.10.2 An Employee with 12 months continuous service, who is not a Casual Employee (other than a long-term casual employee) 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 their contract.

45.10.3 Paid Parental Leave

45.10.3.1 All St John NT Employees who become pregnant, or whose partner becomes pregnant and are the primary care giver are entitled:

45.10.3.1.1 Up to twelve (12) weeks paid parental leave after 12 months continuous service

45.10.3.1.2 All leave can be taken at half pay

45.10.3.1.3 Where both parents are employed by St John NT, leave may be shared between the employees but, this does not thereby increase the total amount of leave taken. Leave may be taken concurrently, subject to the provision of a declaration in relation to eligibility.

45.10.4 Paid Adoption leave

45.10.4.1 An Employee is not entitled to adoption leave under this clause unless the child/children that is/are, or is/are to be placed with the employee for adoption:

45.10.4.1.1 is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child/children; and

45.10.4.1.2 has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child/children; and

45.10.4.1.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

45.10.5 Paid Partner Leave

45.10.5.1 An Employee whose partner becomes pregnant or an Employee of an adopted child who is not the primary

- care-giver is entitled to two (2) weeks paid partner leave after 12 months continuous service.
- 45.10.5.2 Employees are required to notify their supervisor and the Human Resources Department as soon as the Employee is aware of when the partner leave will commence and expected return date.
 - 45.10.5.3 Paid partner leave must commence within 21 days of the birth or adoption of the child.
 - 45.10.5.4 The employee must provide as much notice as possible;
 - 45.10.5.5 The two weeks paid partner leave must be taken as one continuous period; and
 - 45.10.5.6 The employee must complete and provide all appropriate documentation.
- 45.10.6 Payment of paid Parental Leave/Adoption Leave/Partner leave
- 45.10.6.1 Payment of Parental Leave will be paid at the Employee's base rate of pay and/or Roster allowance if applicable.
 - 45.10.6.2 Payment may be taken at half pay.
 - 45.10.6.3 Parental Leave payments are in addition to the Australian Governments Paid Parental Leave Scheme.
 - 45.10.6.4 Employees are required to notify their supervisor and the Human Resources Department as soon as the Employee is aware of when the Parental Leave/Adoption Leave/Partner leave will commence and expected return date.
 - 45.10.6.5 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
 - 45.10.6.6 Payment for elected shifts worked whilst on paid and unpaid parental leave will be paid at the employee's base rate, plus applicable penalties, loadings and allowances.
- 45.10.7 Paid Parental Leave Scheme
- 45.10.7.1 Employees are entitled to parental leave in accordance with the Federal Government's Paid Parental Leave Scheme and the relevant legislation.
 - 45.10.7.2 The Federal Government's Paid Parental Leave Scheme benefits will be in addition to existing St John NT Parental Leave entitlements.
- 45.10.8 Special Parental Leave
- 45.10.8.1 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 parental leave of such periods as a registered medical practitioner certifies is necessary.

45.10.8.2 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 parental leave.

45.10.8.3 Where an Employee not then on parental leave suffers illness related to their pregnancy, they may take any paid personal leave to which they are then entitled and such further unpaid special parental leave as a registered medical practitioner certifies is necessary before her return to work.

45.10.9 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.

45.11 Long Service Leave

45.11.1 Employees are entitled to Long Service Leave in accordance with the *Northern Territory Long Service Leave Act*.

45.11.2 Long Service Leave payments will be made in accordance with *Long Service Leave Act*. Payment of long service leave excludes overtime, allowances, and penalties

45.11.3 St John NT agrees to pay the base rate including Roster allowance where applicable to the employee at the time the long service leave is taken and paid out on termination

45.11.4 Each employee is entitled to paid long service leave at ordinary time on the following basis:

45.11.4.1 at the completion of 10 years' of continuous service – 13 weeks;

45.11.4.2 at the completion of each subsequent 5 years' of continuous service;

45.11.4.3 an employee will be able to access pro rata long service leave after 7 years' of continuous service; and

45.11.4.4 Long Service Leave will be scheduled in 4 week blocks and approved by St John NT based on operational requirements

45.12 Defence Force Leave

45.12.1 An Employee may be granted leave (with or without pay) to enable the Employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

45.12.2 An Employee is entitled to ADF Reserve leave with pay, for up to 4 weeks during each financial year for the purpose of fulfilling service in

the ADF Reserve. These purposes include training and operational duty as required.

- 45.12.3 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS).
- 45.12.4 Eligible Employees may also apply for annual leave, long service leave or, leave without pay, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 45.12.5 Employees are to notify St John NT at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.
- 45.12.6 An Employee must produce to the satisfaction of St John NT, advice of the requirement for his or her defence force attendance.
- 45.12.7 Where an Employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim shall not be recognised by St John NT as a claim for which they have any liability, and the Employee shall submit any claim to the Australian Department of Defence.

45.13 Study leave

- 45.13.1 St John NT will provide study leave to employees to assist them to complete tertiary and vocational education through an RTO, to assist them in their registration and career progression with St John NT.
- 45.13.2 An eligible full-time Employee may be eligible for 76 hours per annum. The quantum of leave will be proportionate for those Employees who are employed on a part-time basis. Study leave is not cumulative, meaning that any untaken study leave will not carry over year to year. Nor will study leave be paid out on the termination of an Employee's employment. All study must be relevant to the service or to the development needs of the Employee as identified by St John NT.
- 45.13.3 Study leave requests must be in writing and have the approval of the Employees' manager prior to its submission to the Director of Ambulance or their nominated delegate.
- 45.13.4 Approval of study leave shall be at the sole discretion of St John NT.
- 45.13.5 Study leave entitlements will be paid at the base rate excluding allowances and penalties.

45.14 Professional Development Days Leave – Registered Paramedics

- 45.14.1 St John NT shall grant two (2) day leave with pay, per year, non-cumulative for a paramedic to attend courses/training approved by St John NT to assist with maintaining their paramedic registration.
- 45.14.2 The Employee will provide a minimum six (6) weeks' notice.
- 45.14.3 The Employee shall be paid at the Employee's base rate for actual hours attending course/training. St John NT will not cover the additional expense of travel time and travel costs including but not limited to mileage allowance, fares, tolls or other expenses.

- 45.14.4 Professional Development must be relevant to meeting APRHA CDP registration requirements.
- 45.14.5 An employee who has exhausted their professional development leave entitlement may apply for annual leave with approval from the Director Ambulance Services or their delegate to continue their professional development activities.

45.15 Union training and associated leave

- 45.15.1 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 Workers Union.
- 45.15.2 The Employee Union Delegate will provide a minimum six (6) weeks' notice.
- 45.15.3 The Employee Union Delegate shall be paid at the Employee's base rate for actual hours attending training. 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.
- 45.15.4 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.
- 45.15.5 Approval of union delegate training and commitments is at the sole discretion of St John NT.
- 45.15.6 Professional development leave as per clause 46.14 can be accessed in addition to leave as provided in this clause.

46 PUBLIC HOLIDAYS

- 46.1 Employees are entitled to a day off on a Public Holiday (as defined in this clause).
- 46.2 For the purpose of this clause, the following days, unless substituted by or under a law of the National or the Northern Territory 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 the Northern Territory or the region of the Northern 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.

- 46.3 If an Employee (excluding EMDs and Casuals) works a Public Holiday in accordance with clause 46.2, the Employee will be paid two and a half (2.5) times the Employee's base rate for the hours worked.
- 46.4 Nhulunbuy and Tennant Creek Employees will be paid in accordance with sub clause 28.6.1.8. and 28.5.1.13.
- 46.5 Casual Employees will be paid in accordance with sub clause 23.9.1.3.
- 46.6 No payment will be made to any Employee in respect of a Public Holiday other than as specified in clause 46.2.
- 46.7 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 NES.

PART 6 - GENERAL

47 TRAVEL

- 47.1 Whilst an Employee is travelling on approved official business the Employee will be paid their base hourly rate for actual travelling time.
- 47.2 St John NT will cover the reasonable costs of travel and accommodation.
- 47.3 Travel arrangements are to be made by St John NT.
- 47.4 Meals will be paid in accordance with the Travel Allowance clause 44.8.
- 47.5 Management reserves the right to elect the mode of travel and make a selection of reasonable accommodation.
- 47.6 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 48.
- 47.7 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 47.1 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 |
| DARWIN - NHULUNBUY | WILL BE PAID THE AMOUNT EQUIVALENT TO THE COST OF THE AIRFARE FROM DARWIN TO NHULUNBUY. |
- 47.8 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.

48 MOTOR VEHICLE EXPENSES

- 48.1 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.

- 48.2 Proof of kilometre usage must be provided, along with a reimbursement form, for approval by St John NT.
- 48.3 The per kilometre amount will be paid as determined by the NT Public Sector and increased in accordance with the NT Public Sector determination.
- 48.4 Employees who choose to use their 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.

49 RELOCATION EXPENSES

- 49.1 Employees promoted/transferred internally will be entitled to have reasonable relocation expenses reimbursed by St John NT.
- 49.2 Relocation expenses will include all reasonable household and personal effects, including one motor vehicle.

50 WORK RELATED EXPENSES

- 50.1 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.

51 PAID STAFF MEETINGS

- 51.1 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.
- 51.2 All reasonable steps will be made by St John NT to arrange the meetings referred to in 51.1 while the relevant Employee is on shift.
- 51.3 A relevant Employee on duty will, wherever practicable, be relieved from operational duty to attend meetings referred to by this clause.

52 REST AND RECLINE

- 52.1 Paramedic and Patient Transport Officers 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 the Fair Work Commission, a Court or a Tribunal which relates to the Employee's employment with St John NT, the Employee shall be paid at the base rate of pay for all time spent at the proceedings outside normal rostered working hours. Ordinary rate of pay is payable whether the attendance is required during normal rostered working hours.
- 53.2 The employee will be paid reasonable travel expenses, less reimbursements from any other source.
- 53.3 Proof of service of the above-mentioned summons and attendance shall be provided by the Employee to the satisfaction of St John NT.
- 53.4 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.

- 53.5 Leave shall be granted for the period necessary to travel to and from and be present at the proceedings.
- 53.6 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 which are soiled or contaminated whilst undertaking 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 during their 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 such evidence to St John NT that 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 premises or in St John NT property, as part of an investigation (refer 22.3 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/or their 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

- 58.1.1 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.
- 58.1.2 In the event that St John NT makes an overpayment, the Employee will 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.
- 58.1.3 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 their final pay.
- 58.1.4 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

- 58.2.1 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.
- 58.2.2 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 their final pay.
- 58.2.3 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 they will not disclose any confidential information or discuss the affairs of St John NT other than in the course of their employment and for the purposes of St John NT's business. Confidential information includes but is not limited to:
- 59.1.1.1 Any information St John NT tells the Employee is confidential.
 - 59.1.1.2 Trade secrets, designs and intellectual property.
 - 59.1.1.3 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 their 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, they will not divulge any information whether in written, electronic or verbal form acquired from or through their employment with St John NT that is not already in the public domain.

60 INCOME PROTECTION INSURANCE

- 60.1 St John NT will subject to the limits of the policy of insurance held, 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 and subject to any restrictions or limitations imposed by the insurer.

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.
- 61.1 The Employee agrees that all intellectual property developed, utilised or otherwise gained by the Employee in the course of their employment with St John NT remains the property of St John NT.
- 61.1 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 All Employees, in conjunction with St John NT, are required to ensure their skills and qualifications/accreditations are current to ensure continued employment.
- 62.2 Employees must successfully complete training as required by St John NT as part of the Continuing Education program
- 62.3 Where possible training will be scheduled during normal working hours or as otherwise agreed between St John Ambulance NT and the Employee.
- 62.4 Training will be tailored to ensure that relevant skills and knowledge are refreshed. To assist in this process, St John NT will seek information from a range of staff and areas, including:
- 62.4.1 Patient Transport/Communications/Paramedics
 - 62.4.2 Ambulance Operations
 - 62.4.3 Clinical Education

- 62.4.4 Medical Director; and
 - 62.4.5 Director Ambulance Operations
- 62.5 It is the intention that the training will achieve the following:
- 62.5.1 Maintain knowledge and skills to meet service requirements;
 - 62.5.2 Update staff on Clinical Practice Guidelines/Procedures and Drug Protocols;
 - 62.5.3 Update staff on clinical practice manuals and clinical work instructions changes.
- 62.6 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 NT.
- 62.7 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 St John NT recognises the importance of Australian Health Practitioner Regulation Authority (AHPRA) registration and is committed to the professional development of registered paramedics.
- 63.2 To assist permanent full time and part time registered paramedics employed by St John NT with their ongoing and mandatory professional development, St John NT will provide:
- 63.2.1 An annual professional development allowance as per clause 63.5 each financial year (i.e. from 01 July to 30 June). The professional development allowance is for reimbursement to registered paramedics who participate in professional development courses/training which is recognised by AHPRA as part of its mandatory Continuous Professional Development (CPD) and for which the participant is allocated CPD hours for their attendance/participation.
 - 63.2.2 The amount for professional development allowance will not increase for the life of the agreement.
- 63.3 Full-time and part-time registered paramedics who participate in AHPRA CPD training will be entitled to seek reimbursement (up to the financial year cap) for their attendance at the AHPRA recognised training.
- 63.4 Reimbursement can be made anytime during the financial year where the registered paramedic has provided sufficient evidence to substantiate their professional development costs.
- 63.5 The professional development allowance is not accumulative. Payment rates:

| Qualifying Service | Rates |
|--------------------|-------|
| 1 – 3 years | \$300 |
| 3 – 6 years | \$400 |
| 6 years and more | \$500 |

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 |

- a. If an Employee is over 45 years of age at the time of 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.
- b. With respect to any period of notice, the Employer may do any of the following:
 - i. pay the Employee in lieu of any part or all of the notice period;
 - ii. require the Employee not to report to work during the whole or any part of the notice period;
 - iii. provide the Employee with duties different from those which the Employee would ordinarily perform.
- c. 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.
- d. 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:
 - i. the Employee's Ordinary Hours of work (as it relates to the Employee's employment status); and
 - ii. the amounts ordinarily payable to the Employee in respect of those hours, including for example, allowances, loadings and penalties, (excluding overtime).
- e. The period of notice in this clause does not apply in the case of an Employee's dismissal for serious misconduct.
- f. 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.

- g. 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 as per clause 22.3.

66 REDUNDANCY

- 66.1 This clause applies only to Full-time and Part-time Employees.
- 66.2 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 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 |

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

- 66.3.1 If an Employee's period of continuous service with the Employer is less than 12 months.
- 66.3.2 The Employer does not employ 15 or more Employees at the earlier of the following times:
 - 66.3.2.1 the time the Employee is given notice of the redundancy;
 - 66.3.2.2 immediately prior to the Employee's employment being terminated.
- 66.3.3 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.
- 66.3.4 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.

66.4 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.

66.4.1 Where the transfer of business rules under the NES does not require the Employer to provide severance pay.

66.4.2 The Employee is a Casual Employee, trainee or apprentice.

66.4.3 The Employee is an Employee engaged for a specified period of time or for a specified task or tasks.

66.4.4 The Employee is serving a period of probation or minimum employment period as defined by the Act.

67 RETURN OF PROPERTY

67.1 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).

67.2 On termination of a relevant Employees employment for any reason, St John NT is entitled, with the Employee's authorisation, to deduct from any remuneration or accrued entitlements the value of any property not returned, or the costs of replacing all such property. 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.

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PART 8 – SIGNATORIES


SIGNATURES OF APPOINTED BARGAINING REPRESENTATIVES

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 the employer: St John Ambulance Australia (NT) Inc (ABN 85502986808) by:

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

Signature: 

Signature: 

Name: Andrew Thomas

Name: Katrina Smith

Title: Director of Ambulance Services

Title: Regional Manager Southern

Date: 28 April 2022

Date: 28 April 2022

Address: 50 Dripstone Road

Address: Telegraph Rd

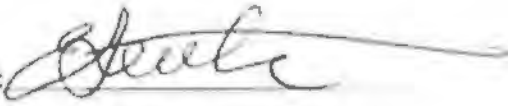
Casuarina, NT, 0810

Alice Springs, NT, 0870

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

The signature of the bargaining representative was witnessed by:

Signature: 

Signature: 

Name: Demi Pnevmatikos

Name: Emma Steele

Date: 28 April 2022

Date: 28 April 2022

Address: 101 Henley Beach Road

Address: 101 Henley Beach Road

Mile End, SA, 5031

Mile End, SA, 5031

SCHEDULE 1 – CLASSIFICATIONS

Supervised Paramedic

A Supervised Paramedic is an Employee who has completed a Diploma of Paramedical Science (Ambulance) or a Council of Ambulance Authorities (CAA) recognised qualification of a Bachelor of Paramedical Science or equivalent as determined by St John NT and is completing the operational clinical requirements to obtain an Authority to Practice as a Paramedic.

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

Intern Paramedic

An 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.

Qualified Paramedic (PARA)

Qualified paramedic is an Employee who is registered via APRHA as a paramedic and holds the qualifications of Bachelor of Health Science Degree (paramedic) or other qualification recognised by St John NT and has successfully completed the required clinical placements and has completed their credentialing with St John 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 at the anniversary of the Qualifying date would increase to Para 5+. |

Intensive Care Paramedic (ICP)

ICP paramedic is an Employee who is registered via APRHA as a paramedic and hold the relevant qualifications of Graduate Diploma (ICP) or other qualification as recognised by St John NT. The Employee is also required to have successfully completed the relevant clinical education required for advancement to this level. Such Employees must have also have completed their credentialing as a qualified paramedic.

| | |
|---------|---|
| 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 an 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 mentor, or its equivalent |

Patient Transport Officer (PTO)

Patient Transport Officer means an Employee who works in the predominately non-emergency pre-hospital environment providing non-emergency patient transport services. The Employee will have completed their Certificate III in Non-Emergency Patient Transport and have successfully completed their credentialing, they 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 III 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 (EMD)

An Emergency Dispatch Officer means an Employee who works in a communications centre as an emergency call taker and/or 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 | <p>An Employee who has successfully completed their First Aid Certificate and is 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 NT).</p> <p>At this level the employee is being supervised, coached or operating independently under close supervision.</p> <p>Employees are required to have successfully completed the Certificate III in Ambulance Communications (Call Taking) or equivalent and the induction and orientation program during this six months.</p> |
| EMD 1 | <p>An Employee who has successfully completed their probation period and the AMPDS/Pro QA, ICAD Training and Certificate III in Ambulance Communications (call taking).</p> <p>The Employee must be able to demonstrate the ability to work as a solo operator in call-taking and dispatch with demonstrated competency in all Communications software programs.</p> |
| EMD 2 | <p>An Employee who has successfully completed their probation period and the AMPDS /Pro QA ICAD Training, Certificate IV in Ambulance Communications (Dispatch)</p> <p>The Employee must be able to demonstrate the ability to work as a solo operator in call-taking and dispatching.</p> |
| EMD 3 | <p>An Employee who has successfully completed Certificate IV in Ambulance Communications and has held the position of EMD 2 for a minimum period of 2 years.</p> <p>The Employee must able to demonstrate the ability to perform supervisory, dispatch and call taking duties within a Communications centre.</p> |

| | |
|------------|--|
| | The Employee is also required to determine the priorities for allocation of human and physical resources and to control the work of Ambulance and Patient Transport crews in collaboration with or in the absence of the Communications Supervisor. |
| Call Taker | <p>An Employee who has successfully completed the requirements of a EMD Trainee and is trained to answer Emergency and non-emergency calls in accordance with AMPDS/ProQA & ICAD Training. The employee is required to provide assistance to callers under supervision. The Employee will have completed Certificate III in Ambulance Communications (Call taking) or its equivalent and have obtained an Advance First Aid Certificate.</p> <p>Employees will be actively seeking to enhance their knowledge and skills through exposure to a wider range of CAD and associated system functions including undertaking Certificate IV in Ambulance Communications (Dispatch) or equivalent.</p> |

Progression

St John 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 NT and the Employee has, in the view of St John NT, maintained their skills and is reemployed by St John NT within 2 years, the Employee may be re-employed at a classification determined by St John NT relevant to the Employee's skill and experience as recognised by St John NT.

If an Employee's employment terminates with St John NT and the Employee is reemployed by St John NT more than 2 years later, the Employee may be re-employed at a classification determined by St John NT relevant to the Employee's skill and experience as recognised by St John NT.

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

SCHEDULE 2 – PAY RATES

Roster Allowance (32.4%) applies to Employees on a fixed roster with regular night shift.

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

| St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022 - 2025 | | | | | |
|--|-------------|------------------|------------------------------|-------------------|----------------|
| Rates Schedule 1 | | | | | |
| 2.5% Pay increase to occur on or after 1 July 2022 | | | | | |
| Position | Hourly Rate | Base Fortnightly | Roster Allowance Fortnightly | Total Fortnightly | Total Annually |
| | | | 32.40% | | |
| Intern Paramedic | | | | | |
| Intern | \$39.8026 | \$3,025.00 | \$980.10 | \$4,005.10 | \$104,132.50 |
| Qualified Paramedic | | | | | |
| Para 0-2 | \$41.2229 | \$3,132.94 | \$1,015.07 | \$4,148.02 | \$107,848.44 |
| Para 2-3 | \$41.9811 | \$3,190.57 | \$1,033.74 | \$4,224.31 | \$109,832.04 |
| Para 3+ | \$42.5709 | \$3,235.39 | \$1,048.27 | \$4,283.66 | \$111,375.05 |
| Para 5+ | \$43.3653 | \$3,295.76 | \$1,067.83 | \$4,363.59 | \$113,453.31 |
| Intensive Care Paramedic | | | | | |
| ICP 0-2 | \$46.4946 | \$3,533.59 | \$1,144.88 | \$4,678.47 | \$121,640.33 |
| ICP 2+ | \$52.3200 | \$3,976.32 | \$1,288.33 | \$5,264.65 | \$136,880.83 |
| ICP 5+ | \$58.8795 | \$4,474.84 | \$1,449.85 | \$5,924.69 | \$154,041.92 |
| Patient Transport Officer | | | | | |
| Year 1 | \$31.6904 | \$2,408.47 | \$780.35 | \$3,188.82 | \$82,909.28 |
| Year 2 | \$33.0988 | \$2,515.51 | \$815.02 | \$3,330.53 | \$86,593.84 |
| Year 3 | \$34.5069 | \$2,622.53 | \$849.70 | \$3,472.23 | \$90,277.86 |
| Emergency Medical Dispatch Officer | | | | | |
| Composite | | | | | |
| EMD Trainee | \$40.6451 | \$3,089.03 | | \$3,089.03 | \$80,314.81 |
| EMD 1 | \$45.3993 | \$3,450.35 | | \$3,450.35 | \$89,709.02 |
| EMD 2 | \$48.8175 | \$3,710.13 | | \$3,710.13 | \$96,463.32 |
| EMD 3 | \$51.5496 | \$3,917.77 | | \$3,917.77 | \$101,862.02 |
| Call Taker | \$43.0222 | \$3,269.69 | | \$3,269.69 | \$85,011.91 |
| EMD Trainee (Base Rate Casuals) | | | | | |
| EMD 1 | \$34.2895 | | | | |
| EMD 2 | \$36.8712 | | | | |
| EMD 3 | \$38.9347 | | | | |
| EMD Call Taker | \$32.4941 | | | | |

St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022 - 2025
 Rates Schedule 1
 2.5% Pay increase to occur on or after 1 July 2023

| Position | Hourly Rate | Base Fortnightly | Roster Allowance Fortnightly | Total Fortnightly | Total Annually |
|---|-------------|------------------|------------------------------|-------------------|----------------|
| | | | 32.40% | | |
| Intern Paramedic | | | | | |
| Intern | \$40.7977 | \$3,100.62 | \$1,004.60 | \$4,105.22 | \$106,735.83 |
| | | | | | |
| Qualified Paramedic | | | | | |
| Para 0-2 | \$42.2535 | \$3,211.26 | \$1,040.45 | \$4,251.71 | \$110,544.55 |
| Para 2-3 | \$43.0306 | \$3,270.33 | \$1,059.59 | \$4,329.91 | \$112,577.76 |
| Para 3+ | \$43.6352 | \$3,316.27 | \$1,074.47 | \$4,390.75 | \$114,159.39 |
| Para 5+ | \$44.4494 | \$3,378.16 | \$1,094.52 | \$4,472.68 | \$116,289.67 |
| | | | | | |
| Intensive Care Paramedic | | | | | |
| ICP 0-2 | \$47.6570 | \$3,621.93 | \$1,173.51 | \$4,795.43 | \$124,681.30 |
| ICP 2+ | \$53.6280 | \$4,075.73 | \$1,320.54 | \$5,396.26 | \$140,302.86 |
| ICP 5+ | \$60.3515 | \$4,586.71 | \$1,486.10 | \$6,072.81 | \$157,893.01 |
| | | | | | |
| Patient Transport Officer | | | | | |
| Year 1 | \$32.4827 | \$2,468.68 | \$799.85 | \$3,268.54 | \$84,981.91 |
| Year 2 | \$33.9263 | \$2,578.40 | \$835.40 | \$3,413.80 | \$88,758.72 |
| Year 3 | \$35.3696 | \$2,688.09 | \$870.94 | \$3,559.03 | \$92,534.72 |
| | | | \$0.00 | | |
| Emergency Medical Dispatch Officer | | | \$0.00 | | |
| Composite | | | | | |
| EMD Trainee | \$41.6612 | \$3,166.25 | | \$3,166.25 | \$82,322.59 |
| EMD 1 | \$46.5343 | \$3,536.61 | | \$3,536.61 | \$91,951.74 |
| EMD 2 | \$50.0379 | \$3,802.88 | | \$3,802.88 | \$98,874.96 |
| EMD 3 | \$52.8383 | \$4,015.71 | | \$4,015.71 | \$104,408.56 |
| Call Taker | \$44.0978 | \$3,351.43 | | \$3,351.43 | \$87,137.16 |
| | | | | | |
| EMD Trainee (Base Rate Casuals) | \$31.4662 | | | | |
| EMD 1 | \$35.1467 | | | | |
| EMD 2 | \$37.7930 | | | | |
| EMD 3 | \$39.9081 | | | | |
| EMD Call Taker | \$33.3065 | | | | |

St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022 - 2025

Rates Schedule 1

2.5% Pay increase to occur on or after 1 July 2024

| Position | Hourly Rate | Base Fortnightly | Roster Allowance Fortnightly | Total Fortnightly | Total Annually |
|---|-------------|------------------|------------------------------|-------------------|----------------|
| | | | 32.40% | | |
| Intern Paramedic | | | | | |
| Intern | \$41.8176 | \$3,178.14 | \$1,029.72 | \$4,207.86 | \$109,404.32 |
| Qualified Paramedic | | | | | |
| Para 0-2 | \$43.3098 | \$3,291.55 | \$1,066.46 | \$4,358.01 | \$113,308.24 |
| Para 2-3 | \$44.1064 | \$3,352.08 | \$1,086.08 | \$4,438.16 | \$115,392.13 |
| Para 3+ | \$44.7261 | \$3,399.18 | \$1,101.33 | \$4,500.52 | \$117,013.44 |
| Para 5+ | \$45.5606 | \$3,462.61 | \$1,121.89 | \$4,584.49 | \$119,196.83 |
| Intensive Care Paramedic | | | | | |
| ICP 0-2 | \$48.8484 | \$3,712.48 | \$1,202.84 | \$4,915.32 | \$127,798.42 |
| ICP 2+ | \$54.9687 | \$4,177.62 | \$1,353.55 | \$5,531.17 | \$143,810.43 |
| ICP 5+ | \$61.8603 | \$4,701.38 | \$1,523.25 | \$6,224.63 | \$161,840.37 |
| Patient Transport Officer | | | | | |
| Year 1 | \$33.2948 | \$2,530.40 | \$819.85 | \$3,350.25 | \$87,106.57 |
| Year 2 | \$34.7745 | \$2,642.86 | \$856.29 | \$3,499.15 | \$90,977.77 |
| Year 3 | \$36.2538 | \$2,755.29 | \$892.71 | \$3,648.01 | \$94,848.17 |
| | | | \$0.00 | | |
| Emergency Medical Dispatch Officer | | | \$0.00 | | |
| Composite | | | | | |
| EMD Trainee | \$42.7027 | \$3,245.41 | | \$3,245.41 | \$84,380.59 |
| EMD 1 | \$47.6977 | \$3,625.02 | | \$3,625.02 | \$94,250.57 |
| EMD 2 | \$51.2888 | \$3,897.95 | | \$3,897.95 | \$101,346.76 |
| EMD 3 | \$54.1593 | \$4,116.10 | | \$4,116.10 | \$107,018.69 |
| Call Taker | \$45.2002 | \$3,435.22 | | \$3,435.22 | \$89,315.68 |
| EMD Trainee (Base Rate Casuals) | | | | | |
| EMD 1 | \$36.0254 | | | | |
| EMD 2 | \$38.7378 | | | | |
| EMD 3 | \$40.9058 | | | | |
| EMD Call Taker | \$34.1392 | | | | |

SCHEDULE 3 – ALLOWANCES

| ALLOWANCES | | Payment | Clause | Amount | | |
|--------------------------------|-------------------------|-------------|--------|---------|---------|---------|
| | | | | 2022 | 2023 | 2024 |
| | | | | 2.5% | 2.5% | 2.5% |
| ROSTER ALLOWANCE | | Fortnightly | 44.2 | 32.4% | 32.4% | 32.4% |
| NT ALLOWANCE | | Fortnightly | 44.10 | 36.92 | 36.92 | 36.92 |
| REMOTE AREA ALLOWANCE | | Fortnightly | 44.9 | 405.48 | 415.62 | 426.01 |
| REMOTE AREA W/ACCOMM PROVIDED | | Fortnightly | 44.9 | 180.22 | 184.73 | 189.35 |
| PRECEPTOR ALLOWANCE | | Per Shift | 44.5 | 15.12 | 15.50 | 15.89 |
| TENNANT ALLOWANCE - INTERN | | Fortnightly | 44.4 | 969.26 | 993.49 | 1018.33 |
| TENNANT ALLOWANCE - PARA 0-2 | | Fortnightly | 44.4 | 1052.23 | 1078.54 | 1105.50 |
| TENNANT ALLOWANCE - PARA 2-3 | | Fortnightly | 44.4 | 1072.69 | 1099.51 | 1127.00 |
| TENNANT ALLOWANCE PARA 3+ | | Fortnightly | 44.4 | 1088.31 | 1115.52 | 1143.41 |
| TENNANT ALLOWANCE PARA 5+ | | Fortnightly | 44.4 | 1088.59 | 1115.80 | 1143.70 |
| TENNANT ALLOWANCE ICP 0-2 | | Fortnightly | 44.4 | 1227.87 | 1258.57 | 1290.03 |
| TENNANT ALLOWANCE ICP 2-3 | | Fortnightly | 44.4 | 1381.92 | 1416.47 | 1451.88 |
| TENNANT ALLOWANCE ICP 5+ | | Fortnightly | 44.4 | 1555.25 | 1594.13 | 1633.98 |
| NHULUNBUY ALLOWANCE - INTERN | | Fortnightly | 44.3 | 969.26 | 993.49 | 1018.33 |
| NHULUNBUY ALLOWANCE - PARA 0-2 | | Fortnightly | 44.3 | 1052.23 | 1078.54 | 1105.50 |
| NHULUNBUY ALLOWANCE - PARA 2-3 | | Fortnightly | 44.3 | 1072.69 | 1099.51 | 1127.00 |
| NHULUNBUY ALLOWANCE - PARA 3+ | | Fortnightly | 44.3 | 1088.31 | 1115.52 | 1143.41 |
| NHULUNBUY ALLOWANCE - PARA 5+ | | Fortnightly | 44.3 | 1088.59 | 1115.80 | 1143.70 |
| NHULUNBUY ALLOWANCE - ICP 0-2 | | Fortnightly | 44.3 | 1227.87 | 1258.57 | 1290.03 |
| NHULUNBUY ALLOWANCE - ICP 2-3 | | Fortnightly | 44.3 | 1381.92 | 1416.47 | 1451.88 |
| NHULUNBUY ALLOWANCE - ICP 5+ | | Fortnightly | 44.3 | 1555.25 | 1594.13 | 1633.98 |
| MEAL ALLOWANCE - ON SHIFT | | Per Meal | 44.6 | 29.77 | 30.51 | 31.27 |
| TRAVEL ALLOWANCE | | | 44.8 | | | |
| | ACCOMMODATION ALLOWANCE | Per Day | 44.8 | 97.16 | 99.59 | 102.08 |
| | CAMPING ALLOWANCE | Per Day | 44.8 | 149.96 | 153.71 | 157.55 |
| MEAL TRAVEL | | | 44.8 | | | |
| | BREAKFAST | Per Meal | 44.8 | 22.54 | 23.10 | 23.68 |
| | LUNCH | Per Meal | 44.8 | 30.49 | 31.25 | 32.03 |
| | DINNER | Per Meal | 44.8 | 39.44 | 40.43 | 41.44 |
| LAHA | | Per Week | 44.7 | 449.04 | 449.04 | 449.04 |

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

SCHEDULE 4 – ROSTER ALLOWANCE

Roster Allowance

Determination of the roster allowance as described in 45.2 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 Roster
- 28 day roster cycle
- Penalties
- Overtime

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

Roster cycle

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

Hours Worked

Ordinary hours of work for full time employees will be 38 hrs per week calculated on an average of 38 hrs per week spread over 15 roster cycles of 28 days. The average 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.

To compensate Employees for working additional hours in the roster (40 hours compared to 38 hours), employees will:

- Accrue an additional 2 weeks leave pursuant to sub clause 43.2(ii) of this Agreement; and
- Be paid a roster allowance that provides for overtime loadings and penalties.

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 two weeks leave comprising of 76 hours to compensate for extra hours worked.

Actual Hours

During the typical 60 week roster cycle the following hours worked equates to 2016, comprising of:

- 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 overtime 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:

Roster Allowance = (Additional Hours worked / Actual Hours) x 100 (654/2016)*100 = 32.4%

SCHEDULE 5 –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 hour day shift
- Followed by two 12 hour 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 overtime per 12 hour shift = 0.75hrs

Penalty allowance

- Hours worked = 12hours
- Roster = 3.87
- Overtime= 0.75

Meal Allowance

Meal allowance is allocated by dividing amount by 12 hours

Public Holidays

Employees covered by this agreement are entitled to extra leave including public holiday leave in accordance with clause 43.2

Formula used

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

SCHEDULE 6 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 | M | Tues | W | Thurs | F | Sat | Sun |
|-------|---|------|---|-------|---|-----|-----|---|------|---|-------|---|-----|-----|---|------|---|-------|---|-----|-----|---|------|---|-------|---|-----|-----|
| 1 | D | D | N | N | x | x | x | x | D | D | N | N | x | x | x | x | D | D | N | N | x | x | x | x | D | D | N | N |
| 2 | x | x | x | x | D | D | N | N | x | x | x | x | D | D | 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 | N | N | x | x | x | x | D | D | N | N | x | x | x | x | D | D |
| 4 | N | N | x | x | x | x | D | D | N | N | x | x | x | x | 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

4/4 Roster

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

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

A = Afternoon shift

5/5 Roster

| 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 | | |

IN THE FIAR WORK COMMISSION

Matter Number: AG2022/1372

Section 185 – Application for approval of a single enterprise agreement

Undertaking Section 190

I, **Simone McInerney**, Human Resources Manager and Bargaining Representative for St John Ambulance Australia (NT) Inc. give the following undertakings with respect to *the St John Ambulance Australia (NT) Inc. Ambulance Enterprise Agreement 2022-2025* (“the Agreement”).

1. I have the authority given to me by St John Ambulance Australia (NT) Inc. to provide this undertaking in relation to the application before the Fair Work Commission.
2. I undertake to include the following statement at the commencement of the Agreement:

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Dated: 11 May 2022



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Simone McInerney
Human Resources Manager
St John Ambulance Australia (NT) Inc.