



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

St John Western Australia Ltd.

(AG2022/1217)

APPROVAL OF THE ST JOHN AMBULANCE WESTERN AUSTRALIA LTD FIRST AID TRAINERS ENTERPRISE AGREEMENT 2021

Ambulance and patient transport

COMMISSIONER WILLIAMS

PERTH, 19 MAY 2022

Application for approval of the St John Ambulance Western Australia Ltd First Aid Trainers Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the the *St John Ambulance Western Australia Ltd First Aid Trainers Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by St John Western Australia Ltd. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 May 2022. The nominal expiry date of the Agreement is 27 April 2024.



Printed by authority of the Commonwealth Government Printer

<AE516017 PR741806>

For the Service of Humanity



St John Ambulance
Western Australia Ltd.
First Aid Trainers
Enterprise Agreement 2021

CONTENTS

1	AGREEMENT TITLE	4
2	AIMS AND OBJECTIVES OF THE AGREEMENT	4
3	DEFINITIONS	4
4	APPLICATION OF THE AGREEMENT	6
	4.1. Scope	6
	4.2. Parties to the Agreement	7
	4.3. Entire Agreement	7
	4.4. No Extra Claims	7
	4.5. Commencement Date and Term of Agreement	7
	4.6. Negotiation of replacement Enterprise Agreement	7
5	INDIVIDUAL FLEXIBILITY	7
	5.1. Individual Flexibility Agreement	7
	5.2. Compliance	8
	5.3. Form and content requirements	8
	5.4. Copy to Employee	8
	5.5. Termination of Individual Flexibility Agreement	8
	5.6. Notification to the Union	8
6	CONSULTATIVE COMMITTEE	9
7	INTRODUCTION OF CHANGE	9
	7.1. Major Change	9
	7.2. Change to regular roster or ordinary hours of work	10
8	DISPUTE SETTLING PROCEDURE	11
9	CONTRACT OF EMPLOYMENT	12
	9.1. General	12
	9.2. Probation	12
10	COMPLIANCE WITH ST JOHN AMBULANCE POLICIES	12
11	EXCLUSIVITY OF EMPLOYMENT	12
12	HEALTH ASSESSMENTS	13
13	MULTI-HIRE ADDITIONAL CASUAL WORK	13
14	INDUSTRIAL TRAINERS	14
15	INTELLECTUAL PROPERTY RIGHTS	14
16	TERMINATION OF EMPLOYMENT	15

16.1.	Termination without notice by St John	15
16.2.	Termination with notice by St John	15
16.3.	Termination by Employee	15
16.4.	Return of Property	16
16.5.	Repayment of Training Costs	16
17	REDUNDANCY	16
17.1.	Transfer to Lower Paid Duties	16
17.3.	Employee Leaving During Notice Period	17
17.4.	Alternative Employment	17
17.5.	Job Search Entitlement	17
17.6.	Transmission of Business	17
17.7.	Employees Exempted	17
18	RATES OF PAY & ALLOWANCES	18
19	UNION MEMBERSHIP FEES.....	18
20	SALARY PACKAGING	18
21	SUPERANNUATION	19
22	ADDITIONAL ENTITLEMENTS	19
22.1.	Uniform	19
22.2.	Health and Well-Being.....	20
22.3.	Ambulance Benefit.....	20
22.4.	Professional Development	20
23	HOURS OF WORK.....	20
24	CASUALS	21
24.1.	General.....	21
25	PART-TIME AND GUARANTEED HOURS EMPLOYEES	22
26	ALLOWANCES.....	22
26.1.	Trainer Coaching Allowance.....	22
26.2.	Additional Student Allowance.....	22
26.3.	Specific Course Allowance.....	23
26.4.	Trainer Location Allowance.....	23
26.5.	Country Centre Laundry	23
26.6.	Travel Allowance	23
26.7.	Evening Course Work Allowance	24
26.8.	Standby Allowance	24
26.9.	Resource Transport Allowance	25

27	WEEKEND PENALTIES	25
28	OVERTIME	25
29	REST BREAKS.....	25
30	LEAVE ENTITLEMENTS	26
30.1.	Annual Leave	26
30.2.	Personal Leave (sick leave and carer's leave) - General.....	27
30.3.	Personal Leave (sick leave and carer's leave) - Paid Sick Leave	28
30.4.	Personal Leave (sick leave and carer's leave) - Paid Carer's Leave	28
30.5.	Personal Leave (sick leave and carer's leave) - Unpaid Carer's Leave	28
30.6.	Compassionate Leave.....	29
30.7.	Public Holidays	29
30.8.	Long Service Leave	29
30.9.	Long Service Leave (Cashing out)	32
30.10.	Parental Leave	32
30.11.	Jury Service.....	33
30.12.	Court Attendance	33
30.13.	Family and Domestic Violence Leave – General	34
30.14.	Family and Domestic Violence – Unpaid Leave.....	34
30.15.	Leave Without Pay	35
31	EXPENSE REIMBURSEMENT	35

1 AGREEMENT TITLE

This Agreement is to be known as the St John Ambulance Western Australia Ltd First Aid Trainers Enterprise Agreement 2021.

2 AIMS AND OBJECTIVES OF THE AGREEMENT

This Agreement is designed to maximise the opportunity for St John and its Employees to establish a strong and lasting working relationship whilst providing a service to all customers. As such, the primary objectives of this Agreement are:

- (a) to provide for flexibility of staffing and workplace procedures;
- (b) increased efficiency and performance;
- (c) improved working conditions;
- (d) maintaining the professional public image and the integration of a caring and efficient organisation; and
- (e) recognition of the existing strong cooperative attitude between Employees and management.

The wage increases provided for in this Agreement are in recognition of the effort and performance achieved by Employees and as encouragement for the future.

The provisions herein reflect the wages and conditions of employment to apply to Employees for the term of this Agreement.

3 DEFINITIONS

Agreement	means this Agreement, known as the St John Ambulance Western Australia Ltd First Aid Trainers Enterprise Agreement 2021.
Classification	means any one of the classifications set out in Appendix 1 of this Agreement.
Consultative Committee	means the committee established under clause 6 .
De Facto Spouse	means: <ul style="list-style-type: none">(a) a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and(b) includes a former de facto partner of the Employee.

Employees	means the Employees employed in the classifications in Appendix 1 of this Agreement, each an Employee.
Fair Work Act	means the <i>Fair Work Act 2009</i> (Cth), as amended or replaced from time to time.
Fair Work	means Fair Work Commission, established under the Fair Work Act.
First Aid Facilitator	means an Employee whose duties include facilitating the delivery of non-accredited courses. For the purposes of this definition, a non-accredited course means a first aid training course provided by St John which has not been assessed by the Australian Skills Quality Authority as compliant with the Standards for Vocational Education and Training VET Accredited Courses 2012 and the Australian Qualifications Framework.
First Aid Trainer	<p>means an Employee who holds a Certificate IV in Training and Assessment and whose duties include providing training and assessment in both accredited and non-accredited courses. A First Aid Trainer may be appointed by St John to perform the role of Industrial Trainer from time to time in accordance with this Agreement. For the purposes of this definition:</p> <p>(a) an accredited course means a first aid training course provided by St John which has been assessed by the Australian Skills Quality Authority as compliant with the Standards for Vocational Education and Training VET Accredited Courses 2012 and the Australian Qualifications Framework; and</p> <p>(b) a non-accredited course means a first aid training course provided by St John which is not an accredited course.</p>
Fixed Term Employment	means any employment arrangement which is for a specified task or timeframe where the employment automatically ends at the conclusion of the task or timeframe unless ended earlier in accordance with the terms of this Agreement. All Fixed Term Employment arrangements will be documented in writing (describing the specified task and/or the specified timeframe), and a copy provided to the individual Employee.
Guaranteed Hours Employee	means an Employee who works irregular hours but is guaranteed a minimum number of hours over a 4 week period.

Immediate Family	means: (a) a Spouse, child, step child, foster child, parent, step-parent, grandparent, grandchild or sibling of the Employee; or (b) a child, parent, step-parent, grandparent, grandchild or sibling of the Employee's Spouse.
Intellectual Property Rights	means all copyright, trademarks, designs, patents, written material, artistic works, computer programs, videos and films, trade, business or company names, trade dress, get up or other proprietary rights, or any rights to registration of such rights existing in the world, whether created before, on or after the date of this Agreement.
Part Time Employee	means an Employee who is engaged to regularly work less than full-time ordinary hours.
Parties	means those parties listed in clause 4.2 of this Agreement.
Primary Care Giver	means the person who has the principal care of a child such that the person meets the child's physical needs more than anyone else. Only one person can be a child's primary care giver at any one time.
Primary Classification	means a classification within St John that the Employee currently holds.
Primary Position	means an Employee's permanent position of employment.
Referral List	means a list of healthcare professionals compiled by St John.
Spouse	includes a former spouse, de facto spouse or a former de facto spouse.
St John	means St John Ambulance Western Australia Ltd.
Taxi	means a motor vehicle licensed to transport passengers in return for payment of a fare.
Union	means United Workers' Union (formerly United Voice).

4 APPLICATION OF THE AGREEMENT

4.1. Scope

This Agreement covers and applies to:

- (a) St John;

- (b) the Union, subject to sections 53 and 201(2) of the Fair Work Act; and
- (c) the Employees employed in the Classifications listed in **Appendix 1**.

4.2. Parties to the Agreement

The Parties to the Agreement are:

- (a) St John;
- (b) the Union, subject to sections 53 and 201(2) of the Fair Work Act; and
- (c) The Employees employed in the Classifications covered by this Agreement.

4.3. Entire Agreement

This Agreement is the entire agreement between the Parties. The Parties expressly exclude, to the extent permitted by law, any other statutory laws, awards or orders that pertain to the employment relationship between St John and its Employees other than the National Employment Standards and laws dealing with long service leave, occupational safety and health, workers' compensation, and training.

Further, the Parties exclude any protected and/or preserved entitlements and/or conditions as defined by the Fair Work Act including but not limited to entitlements in relation to annual leave, personal/carer's leave, parental leave, long service leave, notice, jury service, superannuation, public holidays, rest breaks (including meal breaks), shift/overtime loadings, annual leave loading, allowances, penalty rates and incentive-based payments and bonuses, except as provided for by this Agreement.

4.4. No Extra Claims

- (a) This Agreement is in full settlement of all issues that might arise between the Parties while this Agreement is in operation.
- (b) It is a term of this Agreement that the Parties undertake not to pursue further claims of wages, salaries or other terms or conditions of employment, either award or over award, except as expressly provided for in this Agreement.

4.5. Commencement Date and Term of Agreement

- (a) This Agreement will take effect seven days after Fair Work approves the Agreement.
- (b) The rates of pay in this Agreement will apply from 27 April 2021 as provided in **Appendix 1**.
- (c) The Agreement will have a nominal expiry date of 3 years from 27 April 2021. Therefore, the Agreement will expire on 26 April 2024.
- (d) Once the Agreement passes its nominal expiry date it will continue to operate until terminated or replaced in accordance with the Fair Work Act.

4.6. Negotiation of replacement Enterprise Agreement

The Parties agree to commence negotiations for a replacement Agreement at least 6 months prior to the expiry of this Agreement.

5 INDIVIDUAL FLEXIBILITY

5.1. Individual Flexibility Agreement

St John and an Employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of terms of this Agreement if:

- (a) the IFA deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances; and/or
- (v) leave loading;
- (b) the IFA meets the genuine needs of St John and the Employee in relation to one or more of the matters mentioned above; and
- (c) the IFA is genuinely agreed to by St John and the Employee.

5.2. Compliance

St John must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Fair Work Act;
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the Employee being better off overall than the Employee would be if no IFA was made.

5.3. Form and content requirements

St John must ensure that the IFA:

- (a) is in writing;
- (b) includes the name of St John and the Employee;
- (c) is signed by St John and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA;
 - (ii) how the IFA will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - (iv) states the day on which the IFA commences.

5.4. Copy to Employee

St John must give the Employee a copy of the IFA within 14 days after it is agreed to.

5.5. Termination of Individual Flexibility Agreement

St John or the Employee may terminate the IFA:

- (a) by giving no more than 28 days' written notice to the other party to the IFA;
or
- (b) if St John and the Employee agree in writing – at any time.

5.6. Notification to the Union

- (a) Where St John offers an IFA under this Agreement, St John must inform the Union in writing of the intention to enter such arrangement, at least seven days prior to entering into the arrangement.
- (b) When informing the Union under **clause 5.6 (a)** above, St John must:
 - (i) include details of the term(s) of the arrangement;

- (ii) include the classification of the Employee(s) proposed to be subject to the arrangement; and
 - (iii) personal details of the Employee will not be provided.
- (c) For the avoidance of doubt, informing the Union under **clause 5.6 (a)** above, does not mean that the Union must approve or consent to the IFA.

6 CONSULTATIVE COMMITTEE

- (a) St John recognises the need for a Consultative Committee to be formed to discuss, resolve and enhance operational and working environment issues in the workplace.
- (b) The Consultative Committee will be a forum for consultation on issues such as:
 - (i) operational matters;
 - (ii) workload issues;
 - (iii) changes to work organisation and/or work practices occurring in the workplace;
 - (iv) fixed term and casual employment usage; and
 - (v) implementation of this Agreement.
- (c) The Consultative Committee will comprise of St John or its nominee and Employee representatives, provided that the number of Employee representatives will be at least equal to the number of employer representatives.
- (d) The Parties will meet and jointly determine the terms of reference and operating procedures of the Consultative Committee.
- (e) The Consultative Committee will convene within 28 days of a written request being received from either St John, an employee representative or the Union.
- (f) St John will provide reasonable resourcing to ensure effective and informed Employee participation, including access to all relevant information and a reasonable period of time of release to facilitate the consultative process.
- (g) Employee representatives will be paid for attendance at Consultative Committee meetings as if they had worked their normal roster. Employee representatives who attend a Consultative Committee meeting in their own time will be given time off in lieu or be paid single time equal to the meeting time.
- (h) The Parties acknowledge that ultimately decisions will continue to be made by St John to ensure the effective and efficient operation of the organisation in line with its strategic direction and operational needs.
- (i) This clause does not apply to major changes to which **clause 7** applies.

7 INTRODUCTION OF CHANGE

7.1. Major Change

- (a) If St John proposes to make a major change in relation to a matter listed in **clause 7(b)** below, that is likely to have a significant effect on Employees, St John will, prior to any final decision being made:

- (i) notify the affected Employees of the proposed change in writing;
- (ii) provide to the affected Employees and/or their nominated representative(s), if any, any requested information regarding the change, provided that St John will not be required to disclose any confidential or commercially sensitive information; and
- (iii) as soon as reasonably practicable, discuss with the affected Employees and/or their nominated representative(s), if any, the introduction of the change, including:
 - (A) the likely effect on Employees;
 - (B) any measures to avoid or minimise adverse effects on the Employees;
 - (C) any general matters raised in relation to the change and specific matters, where requested by the Employees; and
 - (D) consider any matters raised by the affected Employees and their representative in relation to the change.
- (b) In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees;
 - (ii) major change to the composition, operation or size of St John's workforce or to the skills required of Employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.
- (c) Nothing in this clause will prevent St John from implementing the change once it has complied with its obligations under this clause.
- (d) If St John proposes to make a major change that:
 - (i) does not relate to a matter referred to in **clause 7(b)** above; and
 - (ii) will, in the view of St John, significantly affect Employees,
 St John will, as far as practicable, prior to the final decision being made, comply with the processes referred to in **clauses 7(a)(i)– 7(a)(iii)** above.
- (e) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

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

- (a) As soon as practicable after proposing to introduce any change to an Employee's regular roster or ordinary hours of work, St John will consult with the relevant Employee about the change.
- (b) The Employee may appoint a representative for the purpose of the consultation.
- (c) St John will:

- (i) provide the Employee and their representative (if any) with all relevant information about the proposed change;
 - (ii) invite the Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views given by the Employee about the impact of the change.
- (d) St John is not required to disclose confidential or commercially sensitive information to the relevant Employee or their representative.

8 DISPUTE SETTLING PROCEDURE

Subject to this clause, any dispute relating to the National Employment Standards or any grievance, dispute or matter which is raised by St John, an Employee or group of Employees, except disputes relating to the termination of an Employee's employment or disciplinary procedures, will be settled according to the following procedure:

- (a) the complainant will document the dispute in writing and it will then be discussed between the Employee(s) and the relevant supervisor in an attempt to resolve it;
- (b) if the dispute is not resolved as outlined in **clause 8(a)** above within 5 weekdays of being raised with the relevant supervisor, the dispute will be referred to the relevant line manager, who will attempt to resolve it;
- (c) if the dispute is not resolved as outlined in **clause 8(b)** above within 5 weekdays of being raised with the relevant line manager, the dispute will be referred to the Chief Executive Officer or their nominee, who will attempt to resolve it;
- (d) if the dispute is not resolved as outlined in **clause 8(c)** above within 5 weekdays of being raised with the St John Chief Executive Officer or their nominee, and the dispute relates to a matter arising under this Agreement or relating to the National Employment Standards, any party to the dispute may refer it to Fair Work;
- (e) Fair Work may deal with the dispute in 2 stages:
 - (i) Fair Work will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
 - (ii) if Fair Work is unable to resolve the dispute at the first stage, Fair Work may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.
- (f) The parties to the dispute will abide by the decision of Fair Work subject to any party to the dispute exercising a right of appeal against the decision in accordance with the Fair Work Act.
- (g) The period for resolving a dispute may be extended by agreement between the parties.
- (h) At all stages of the procedure set out above, either party may appoint or be accompanied by a representative of their choice.

- (i) While the dispute is being dealt with, or while any conciliation or arbitration is progressing, the Employee(s) concerned will continue to work in accordance with this Agreement.

9 CONTRACT OF EMPLOYMENT

9.1. General

- (a) Employees can be employed on a full time, part time, guaranteed hours, fixed-term or casual basis.
- (b) An Employee will be issued with a letter of appointment at the commencement of their employment and, if required, upon any change in their employment status, outlining their classification, their employment status, any probation period to be served, and rate of pay.

9.2. Probation

- (a) A new Employee's employment is subject to a 3 month probationary period.
- (b) It is not intended that the probation period affect any "minimum employment period" as defined in the Fair Work Act.
- (c) St John may, with one week's notice, terminate an Employee's employment during the Employee's probationary period.

10 COMPLIANCE WITH ST JOHN AMBULANCE POLICIES

- (a) Employees will be provided with access to, and are required to, comply with St John's policies, guidelines, codes, procedures and rules relevant to carrying out their duties of employment and will abide by and comply with any lawful and reasonable instruction conveyed to them by a more senior Employee. If any inconsistency arises between the provisions of this Agreement and the policies, guidelines, codes, procedures and rules in force from time to time, then the provisions of this Agreement will prevail.
- (b) Specifically, Employees must:
 - (i) behave in such a manner as to maintain good working relationships, portray a satisfactory image of the organisation to the public and align with the values of St John;
 - (ii) conduct all courses in accordance with the lawful and reasonable directions of St John; and
 - (iii) maintain a high standard of dress when dealing with the public.
- (c) If an Employee acts in any way not befitting their position, they will be dealt with by St John in a manner appropriate for such action.

11 EXCLUSIVITY OF EMPLOYMENT

- (a) For the duration of employment with St John, Employees will give the whole of their professional attention, time and energies, to their employment and will not undertake any other employment, office or remunerative work, which could in any way impinge upon, detract from, interfere with or otherwise restrict their ability to effectively and efficiently carry out their St John duties and responsibilities in accordance with their agreed roster.

- (b) Employees shall not, for the duration of their employment, set themselves up or engage in private business, or undertake other employment in direct or indirect competition with St John that relates to the specialised first aid training that has been received whilst under contract to St John, or in any other way engage in business or employment which may lead to a conflict of interest with St John.
- (c) Any potential conflict of interest should be discussed with St John. Exceptions to working with other employers may be granted but only by written approval from St John.
- (d) Employees will not use specific St John course material in any situation in relation to reward of their personal services.

12 HEALTH ASSESSMENTS

- (a) St John may require, at its own cost, an Employee to undergo a health assessment:
 - (i) as a condition of employment;
 - (ii) to evaluate an Employee's fitness for work; or
 - (iii) to evaluate an Employee's ability to return to work after an extended period of illness or injury.
- (b) Where a health assessment is a condition of employment, such assessment must be conducted before the conclusion of the probationary period.
- (c) The health assessment must be conducted by a healthcare professional who has been nominated by the employee from a choice of 2 healthcare professionals where practicable. These will be selected by St John from the Referral List.
- (d) The Employee agrees to sign a consent form authorising the healthcare professional to release information from the health assessment relevant to St John to determine the Employee's capacity to perform their role.
- (e) An Employee may:
 - (i) request a copy of the healthcare professional's report(s) and St John shall ensure that any such documentation is provided to the Employee;
 - (ii) consult a healthcare professional of their own choice for a second opinion at their own expense or from the Referral List at St John's expense; and
 - (iii) appeal a decision made by St John that is based on information provided by the St John nominated healthcare professional. Such appeal must be made to the relevant Executive for a review of the decision.

13 MULTI-HIRE ADDITIONAL CASUAL WORK

- (a) An Employee, who is engaged to work in a Primary Classification, may with agreement from St John work on a casual basis within a different classification (**secondary classification**) at times when they are not rostered to work in their Primary Position, provided the Employee is capable of performing the alternative duties (**multi-hire arrangement**).

- (b) An Employee shall only be engaged in a secondary classification:
 - (i) at times when the Employee is not rostered to work in their Primary Position; and
 - (ii) at times when the Employee is not, or will not be required to work overtime in their Primary Classification, as provided for in this Agreement.
- (c) An Employee who is engaged in a multi-hire arrangement is entitled to a minimum break of 8 hours between shifts.
- (d) St John will determine whether the Employee is to work in a multi-hire arrangement, and when the Employee may work.
- (e) A multi-hire arrangement will give rise to a separate contract of employment for the secondary classification, with the Employee being engaged and paid as a casual as relevant to that secondary classification.
- (f) The rate of pay for multi-hire will be the appropriate casual rate for the secondary position engaged.
- (g) While engaged in a multi-hire arrangement as a casual employee, **clause 24** of this Agreement will apply.
- (h) The multi-hire arrangement is not designed to avoid paying overtime rates in the Employee's Primary Position.
- (i) The multi-hire arrangement is voluntary, therefore when an Employee requests to work a shift other than in their Primary Classification they will be paid the applicable casual rate. If St John directs an employee to work in any other classification other than the Employee's Primary Classification this will not give rise to a multi-hire arrangement.

14 INDUSTRIAL TRAINERS

Employees may be appointed from time to time as Industrial Trainers. During such appointment periods, Employees may also work in Classifications covered by this Agreement. Whilst working as Industrial Trainers in Classifications as outlined in **Appendix 1** of this Agreement, the Employee will be paid in accordance with the terms and conditions of this Agreement.

15 INTELLECTUAL PROPERTY RIGHTS

- (a) The Employee agrees that St John owns all Intellectual Property Rights arising out of the performance of this Agreement and irrevocably assigns to St John all Intellectual Property Rights acquired, arising from, or which might arise in the future from, the performance of this Agreement.
- (b) The Employee agrees to do all things necessary to give effect to the assignment contained in **clause 15(a)** above.
- (c) If an Employee is the author of any work or subject matter that was created during the course of the Employee's employment, St John may use it in any manner. The Employee consents to this use whether or not it would, but for this clause, infringe their moral rights.

16 TERMINATION OF EMPLOYMENT

16.1. Termination without notice by St John

- (a) St John may terminate an Employee's employment without notice for serious misconduct. Serious misconduct may include but is not limited to:
- (i) breach of St John's Drug and Alcohol Policy;
 - (ii) theft;
 - (iii) fraud;
 - (iv) wilful damage or undue care to St John's property; or
 - (v) refusing to carry out a lawful direction.

16.2. Termination with notice by St John

- (a) St John may terminate an Employee's employment at any time by giving the applicable period of notice in writing as set out in the table below:

The Employee's period of continuous service with St John	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) If the Employee is over 45 years of age with 2 or more years' of continuous service with St John and St John terminates their employment, St John will give the Employee an additional 1 week's notice.
- (c) St John may terminate an Employee's employment by:
- (i) making a payment in lieu of notice; or
 - (ii) by giving part of the notice period set out in this clause and by making part payment in lieu of the balance of the notice period.
- (d) In calculating any payment in lieu of notice St John will pay the Employee the ordinary salary for the period of notice had the employment not been terminated.
- (e) The period of notice specified in this clause does not apply in the case of dismissal for serious misconduct in accordance with **clause 16(a)** or to fixed-term employment.

16.3. Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be as set out in the table in **clause 16(a)** above.
- (b) St John and the Employee may mutually agree to change the period of notice.
- (c) If an Employee fails to give St John the required notice or having given, or been given such notice, leaves before the notice expires, the Employee forfeits the entitlement to any monies owing to the Employee under this

Agreement except to the extent that those monies exceed the ordinary salary for the remainder of the required period of notice.

- (d) On the termination of service an Employee will, on request, be given a certificate setting out the length of service.

16.4. Return of Property

If an Employee's employment relationship with St John ends (for any reason) then the Employee must immediately return to St John any of its property that is in the Employee's possession or under their control including all documents or information recorded in a permanent form relating to St John.

16.5. Repayment of Training Costs

- (a) Employees who cease employment with St John will be required to repay training cost up to \$1000 if:
- (i) the Employee ceases employment prior to the completion of 6 months service with St John; and
 - (ii) the Employee has not conducted at least 6 courses.
- (b) For the purpose of this clause, 6 months' service will be considered from the initial date of appointment.
- (c) This clause will not apply to Employees who are terminated by St John except in the case of serious misconduct.

17 REDUNDANCY

17.1. Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. St John may at St John's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks' notice still owing.

17.2. Severance Pay

An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

17.3. Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

17.4. Alternative Employment

- (a) Where possible, St John will endeavour to find suitable alternate employment for an Employee whose position is made redundant. Subject to **clause 17(b)**, when an Employee has been placed in an alternate position, that Employee shall not be entitled to receive a severance payment.
- (b) This provision does not apply in circumstances involving transmission of business.

17.5. Job Search Entitlement

- (a) During the period of notice of termination given by St John in accordance with this Agreement on a redundancy, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day under **clause 17(a)** during the notice period for the purpose of seeking other employment, the Employee shall, at the request of St John, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

17.6. Transmission of Business

The provisions of this clause are not applicable where a business is transmitted from the original employer (**Transmittor**) to the new employer (**Transmittee**) and:

- (a) the Employee accepts employment with the Transmittee and the Transmittee recognises the period of continuous service which the Employee had with the Transmittor; or
- (b) the Employee rejects an offer of employment with the Transmittee:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Transmittor; and
 - (ii) which recognises the period of continuous service which the Employee had with the Transmittor and any prior Transmittor.

17.7. Employees Exempted

- (a) This clause does not apply to:

- (i) apprentices;
- (ii) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited by the training arrangement;
- (iii) Employees engaged for a specific period of time or for a specified task or tasks; or
- (iv) casual Employees.

18 RATES OF PAY & ALLOWANCES

- (a) Employees will be paid the rates of pay as set out in **Appendix 1**.
- (b) Employees will be paid on a fortnightly basis and will be paid by means of electronic transfer into an Employee's nominated bank account.
- (c) Allowances within this Agreement will be increased in accordance with **Appendix 2**, unless specifically excluded.

19 UNION MEMBERSHIP FEES

- (a) Employees may authorise St John in writing to deduct union membership fees from the Employee's wages or salary before payment is made to the Employee.
- (b) Where written authority is provided by the Employee, St John will deduct such fees and remit them to the Union at fortnightly intervals.
- (c) Any written authority under **clause 19(a)** must specify the amount to be deducted and the Union to which deductions should be paid.
- (d) Employees may withdraw such authorisation at any time by way of written notice to St John.

20 SALARY PACKAGING

- (a) An Employee may, with the agreement of St John, enter into a salary packaging arrangement.
- (b) The salary packaging arrangement must:
 - (i) be in writing and signed by the Employee and St John;
 - (ii) be cost neutral in relation to the total cost to St John; and
 - (iii) comply with relevant taxation laws.
- (c) St John is not liable for any additional tax, penalties or other costs payable or which may become payable during the arrangement. The Employee will be liable to pay for any such additional costs.
- (d) If there is an increase or additional payments of tax, penalties or costs associated with the employment of the Employee or the provision of Employee benefits under the salary packaging arrangement, the Employee:
 - (i) is liable for any such additional tax, penalties and/or costs; and
 - (ii) may terminate the salary packaging arrangement in line with any conditions contained in a separate written agreement with St John.

- (e) For the purposes of this clause, any penalty rate, loading, employer superannuation contribution, termination calculations or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in **Appendix 1** shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

21 SUPERANNUATION

- (a) St John will contribute on behalf of each Employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), and the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (b) The Employee may nominate a complying fund or scheme and may only change their choice of fund once every calendar year.
- (c) If the Employee does not nominate a fund or scheme, contributions shall be paid into the default fund, which is currently REST or a replacement fund in accordance with Superannuation Legislation, until a fund is nominated by the Employee.
- (d) St John will contribute an additional 1.5% of the Employee's gross ordinary time earnings if an Employee has successfully completed their probationary period and contributes at least 5% of gross ordinary time earnings to their superannuation fund.
- (e) Contributions will be made in relation to paid leave in accordance with this Agreement.
- (f) Contributions will not be made in respect of periods of unpaid leave.
- (g) If an eligible Employee is absent from work due to work related injury or illness, and is receiving payments pursuant to Workers' Compensation legislation, contributions in accordance with this clause will continue. Contributions will continue for the period of the absence up to a maximum of 52 weeks total absence for injury or illness.
- (h) Subject to legislation, contributions will not be made in respect of periods of unpaid parental leave or in respect of parental leave taken under the Government's Paid Parental Leave Scheme (under the *Paid Parental Leave Act 2010* (Cth)).

22 ADDITIONAL ENTITLEMENTS

22.1. Uniform

- (a) Employees will be issued with a corporate uniform in accordance with the Uniform Policy (as amended from time to time).
- (b) Employees are required to wear the uniform during all working hours.
- (c) An Employee may make a written application to the Human Resource Executive for an exemption from wearing the uniform on health or other special grounds.
- (d) Where health grounds are relied upon, St John may require the production of medical evidence to support the application.
- (e) On termination of employment all uniform items must be returned to the relevant line manager.

22.2. Health and Well-Being

St John encourages its Employees to maintain good health and fitness. Assistance is provided by St John towards the cost of such maintenance. The Health and Well-Being benefit is as prescribed in St John's policies and procedures.

22.3. Ambulance Benefit

Employees and their dependents (as defined within the HBF St John Ambulance Cover Agreement) are covered for ambulance usage within Australia if a St John ambulance is utilised and the provision of such service is covered under a reciprocal agreement by that State/Ambulance Service.

22.4. Professional Development

- (a) St John will, where possible endeavour to provide Professional Development opportunities for Employees in the course of their employment.
- (b) St John at its discretion will determine what training and development opportunities may be provided to Employees should industry minimum standards change; and
- (c) Should St John determine that training is required, Employees will be provided with:
 - (i) appropriate training; and
 - (ii) paid time to attend training.

23 HOURS OF WORK

- (a) The full-time ordinary hours of work will be 76 hours per fortnight Sunday to Saturday. The hours of work include preparation time for each session/day at a centre or on site, being:
 - (i) 1 hour in total for an accredited course;
 - (ii) 30 minutes in total for non-accredited course; or
 - (iii) as reasonably determined by St John from time to time.
- (b) Employees may claim in addition to **clause 23(a)**, 2 hours per week as ordinary hours of work at ordinary rates for centre maintenance with prior approval of St John.
- (c) In the event that there are insufficient course hours available to Employees, St John may offer other work up to an Employee's contracted hours of work. Where the Employee rejects the other work, the Employee will not be entitled to payment other than for hours worked.
- (d) Employees, except casuals, will be given at least 24 hours' notice of a course cancellation.
- (e) Where a course is cancelled without sufficient notice, as provided for in **clause 23(d)** above, the Employee;
 - (i) will be paid the amount they would have received had they conducted the course; and
 - (ii) will be required to attend Belmont head office (or, for country Employees, attend the relevant country centre) where other work will be provided.

- (f) Should an Employee refuse to perform other work as provided in **clause 23 (e)(ii)**, they will not be paid for the cancelled course.

24 CASUALS

24.1. General

- (a) A casual Employee will have the meaning given by the Fair Work Act and includes an Employee engaged and paid as such, and whose employment may be terminated by giving 1 hours' notice on either side, or the payment or forfeiture, as the case may be, of 1 hour's pay.
- (b) A casual Employee will be paid at the relevant hourly rate, as outlined in **Appendix 1**. The relevant hourly rate includes a loading of 25% in lieu of annual leave, paid personal leave and paid public holidays.
- (c) A casual Employee will not be entitled to annual leave, paid personal leave, and paid public holidays. This clause overrides any inconsistent clause in this Agreement.
- (d) A casual Employee will be engaged on an 'as required basis' as specified in their letter of appointment.
- (e) Casual Employees will be paid a fixed rate per hour as outlined in **Appendix 1** of this Agreement for all hours worked including Saturdays, Sundays and Public Holidays worked.
- (f) Casual Employees will be paid for preparation time for each session/day at a centre or on site as follows:
 - (i) 1 hour in total for an accredited course; or
 - (ii) 30 minutes in total for non-accredited course; or
 - (iii) as reasonably determined by St John from time to time.
- (g) Casual Employees will be engaged for a minimum period of 3 hours on each occasion, this will include preparation time as outlined in **clause 24(f)** above.
- (h) Subject to **clause 24(i)** below St John will only pay for the reaccreditation of casual First Aid Trainers who have worked at least 180 training hours per year of service.
- (i) St John, at its discretion, may pay for the re-accreditation of a casual First Aid Trainer who has not worked the 180 training hours specified in **clause 24(h)** above when a written request is made to the relevant manager.
- (j) Casual Employees will be provided with at least 1 hours' notice of a course cancellation. If at least 1 hours' notice is not provided, the Employee will be paid for a minimum engagement as prescribed in **clause 24(g)** above. The Employee must attend Belmont head office, for alternate duties within First Aid Services and Training, if a course is cancelled to be entitled to the minimum engagement.
- (k) When advertising a vacant First Aid Trainer position, St John agree in the first instance to internally advertise these opportunities to all existing casual Employees.

25 PART TIME AND GUARANTEED HOURS EMPLOYEES

- (a) St John will provide Part Time Employees and Guaranteed Hours Employees with a letter of appointment which will stipulate required hours.

- (b) Guaranteed Hours Employees are subject to work being allocated on an "as required basis" which may include weekend and evening work with a guarantee of:
 - (i) 15 hours;
 - (ii) up to full time hours per week,
 averaged over a period of 4 weeks unless otherwise agreed between the Guaranteed Hours Employee and St John.
- (c) The ordinary hours of work for a Part Time Employee may vary between a minimum of 10 hours and a maximum of 76 in any fortnight inclusive of preparation time for each session/day at a centre or on site as follows:
 - (i) 1 hour in total for an accredited course;
 - (ii) 30 minutes in total for non-accredited course; or
 - (iii) as reasonably determined by St John from time to time.
- (d) A Part Time Employee or Guaranteed Hours Employee working in excess of their contracted hours, will be paid at the ordinary rate of pay for their Classification as set out in **Appendix 1**, for each additional hour up to the full time ordinary hours of work as specified in **clause 23(a)** of this Agreement.
- (e) A Part Time Employee and Guaranteed Hours Employee will receive payments for wages, annual leave, compassionate leave, personal/carer's leave and long service leave on a pro-rata basis. This clause overrides any inconsistent clause in this Agreement.
- (f) Part Time Employees and Guaranteed Hours Employees will be paid in accordance with the hourly rates of the relevant Classification as set out in **Appendix 1** of this Agreement.
- (g) In the event that there are insufficient course hours available, Part Time Employees and Guaranteed Hours Employees may be offered other work equivalent to their regular hours. If the Part Time Employee or Guaranteed Hours Employee rejects the other work, that Employee will not be entitled to payment other than for the actual hours worked.

26 ALLOWANCES

26.1. Trainer Coaching Allowance

- (a) Employees will receive an allowance as outlined in **Appendix 2** of this Agreement, when they perform coaching duties as directed by St John.

26.2. Additional Student Allowance

- (a) In the event that any course exceeds the set maximum student enrolment the Employee may claim an extra 30 minutes of the Employee's base hourly rate of pay, per session per day.
- (b) An Employee who as a result of excessive student numbers, (as determined by St John and prior approval by the relevant manager), is required to work additional hours to complete a course, will be paid for any time worked above the 30 minutes already paid in accordance with **clause 26(a)** above at the Employee's base hourly rate of pay.

26.3. **Specific Course Allowance**

- (a) Employees will be paid preparation time of an additional 30 minutes at the base hourly rate of pay when directed by St John to conduct the courses listed in **clause 26(b)** below, per course/per day.
- (b) When conducting the following courses as directed by St John, the Employee will receive the allowance as prescribed in **Appendix 2** of this Agreement;
 - (i) Certificate III in Basic Health Care, including HLT31215 and HLT31220;
 - (ii) HLTAID007 Provide advanced resuscitation and HLTAID015 Provide advanced resuscitation and oxygen therapy;
 - (iii) HLTSS00027 and HLTSS00068 Occupational First Aid Skill Set;
 - (iv) HLTAID014 Provide advanced first aid;
 - (v) HLTAID013 Provide First Aid in remote or isolated site;
 - (vi) UETDTRRF06 Perform rescue from a live LV panel;
 - (vii) Certificate IV courses and above; and
 - (viii) any other courses as determined by St John.

26.4. **Trainer Location Allowance**

If a training location is approved by St John as being a St John location where an Employee must remain on site throughout the day, for a full day course, an allowance will be paid as per **Appendix 2**.

26.5. **Country Centre Laundry**

Employees can claim this allowance once every 6 months or twice a calendar year, when Employees are required to wash or clean garments/bandages. The allowance will be paid in accordance with **Appendix 2** of this Agreement.

26.6. **Travel Allowance**

- (a) Employees who live in the metropolitan area, who are required to attend a metropolitan location to conduct training, and who travel over 50km round trip from their home residence, or nominated place of work, will be paid per kilometer travelled above 50km, in accordance with the current Australian Taxation Office guidelines in force at the time the expense was incurred.
- (b) Employees required to fly to country locations for the purpose of conducting training will be paid at their base rate of pay during all flight time and:
 - (i) 1 hour before a flight;
 - (ii) time until the employee reaches the accommodation; and
 - (iii) upon return home, 30mins after flight for baggage collection.
- (c) Travel on weekends or public holidays will be paid at the rate the Employee would have received had the Employee been at work.
- (d) Employees will be reimbursed for a Taxi within the metropolitan area to and from the airport, from the Employees' home address, or nominated place of work.
- (e) If an Employee is required to travel to a regional location by road they will be paid:

- (i) for time spent travelling from their:
 - (A) nominated place of work; or
 - (B) home address, if the Employee is not required to attend their nominated place of work prior to, or after, travelling to the regional location; and
- (ii) for all kilometres travelled from their:
 - (A) nominated place of work, or
 - (B) home address, if the Employee is not required to attend their nominated place of work prior to, or after, travelling to the regional location.
- (f) Notwithstanding the provisions of this clause, the Employer and an Employee may make any other arrangements about the travel allowance provided it is not less favourable to the Employee. Any such agreement will be in writing and included in the time and wages record.

26.7. Evening Course Work Allowance

- (a) Employees will be paid this allowance in accordance with **Appendix 2** of this Agreement, for courses commencing on or after 1800 hours.
- (b) Where a course commences before 1800 hours with more than 50 percent of the course time being conducted after 1800 hours, the Employee will be paid the allowance.

26.8. Standby Allowance

- (a) Standby may be required on any day Monday to Sunday to meet operational requirements.
- (b) Employees on standby will be required to attend Belmont head office to perform other duties within First Aid Services and Training unless otherwise advised by St John.
- (c) An Employee required to be on standby and is not required to attend or perform work in accordance with **clause 26(b)** shall remain contactable in readiness for work and is entitled to the Standby allowance in accordance with **Appendix 2** of this Agreement.
- (d) In the event that an Employee on standby is called out to facilitate a training course, the Employee will be paid their ordinary hourly rate for the time worked. The minimum engagement for each call out will be 3 hours.
- (e) When an Employee on standby is called out and they are paid in accordance with **clause 26(d)** above they will not be paid the standby allowance.
- (f) An Employee not on standby and called out to facilitate a training course will be paid a call out fee in accordance with **Appendix 2** this Agreement.
- (g) For the avoidance of doubt:
 - (i) the standby allowance in **clause 26(c)**~~26(c)~~ only applies to Employees that opt to be on "standby" at home, as opposed to Belmont head office.
 - (ii) The call out fee in **clause 26(f)** only applies to Employees that are called out when they are not on standby at the Belmont head office or at home.

26.9. Resource Transport Allowance

- (a) Employees required to transport resources to on site courses will be paid an allowance in accordance with **Appendix 2** of this Agreement.
- (b) Sessional courses requiring transportation of resources for each session will be paid the allowance for each day an Employee is required to book out resources as prescribed in **Appendix 2** of this Agreement. Where 5 sessions or more are conducted, an allowance to a maximum total of \$36 will be paid.

27 WEEKEND PENALTIES

All Employees (excluding casuals) required to work on Saturdays and Sundays shall be paid at the rate of time and a half for each hour worked based on the hourly rate as outlined in **Appendix 1** of this Agreement.

28 OVERTIME

- (a) All Employees (excluding casuals) who are required to work above the ordinary hours of work in a fortnight, with the prior approval of the relevant manager, will be paid overtime at the following rates:
 - (i) Monday to Friday: time and a half for the first two hours and double time thereafter;
 - (ii) Saturday: time and a half for the first two hours and double time thereafter;
 - (iii) Sunday: double time; and
 - (iv) Public Holiday: double time and a half.
- (b) If it is not practicable for an Employee to seek approval prior to working overtime, the Employee must:
 - (i) advise the relevant manager in writing as soon as practicable; and
 - (ii) provide the reasons for working above their ordinary hours.

29 REST BREAKS

- (a) A 30 minute unpaid meal break is allowed, however no meal breaks will apply to evening work.
- (b) Where practical, Employees conducting a training course are entitled to up to two paid rest breaks each day, counted as time worked, as follows:
 - (i) the first rest break between the start of the training course and the meal break;
 - (ii) if conducting a full day course, the second between the meal break and the end of the training course; and
 - (iii) the rest breaks will be scheduled based on the relevant course overview and will not exceed 15 minutes.

30 LEAVE ENTITLEMENTS

30.1. Annual Leave

- (a) Employees (other than casual Employees) are entitled to annual leave of 4 weeks per year at ordinary hours in accordance with **clause 23(a)** of this Agreement.
- (b) Annual leave accrues pro rata progressively during the year of service according to the Employee's ordinary hours of work and accumulates year to year.
- (c) Employees are not entitled to accrue annual leave during any periods of unauthorised leave, leave without pay, unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period as provided by St John in **clause 30(b)**) or periods of approved workers' compensation.
- (d) If any public holiday falls within an Employee's period of annual leave and is on a day that the Employee would have been working, a day shall be added to the leave for each public holiday during that period or the day will not be deducted as an annual leave day, whichever is agreed between the Employee and St John or any other agreed arrangement.
- (e) Payment for annual leave shall be at the Employee's base rate of pay for the Employee's ordinary hours of work during that period, plus a loading of 17.5%.
- (f) Any leave accrued and not taken by the Employee prior to termination of employment shall be paid in lieu at the time of termination of employment.
- (g) With the consent of St John and the Employee, annual leave may be taken in more than 1 period of leave.
- (h) At the request of the Employee, and with the consent of St John, annual leave may be taken before the completion of 12 months' continuous service.
- (i) On termination, if an Employee has taken more leave than they have accrued, the Employee shall be liable to pay the amount representing the difference including any leave loading paid. St John may deduct this amount from monies due to the Employee at the time of termination.
- (j) Part Time Employees and Guaranteed Hours Employees are entitled to annual leave on a pro-rata basis. Where a Part Time Employee or Guaranteed Hours Employee is required to work in excess of their ordinary hours (as stipulated in their contract), the Employee shall have their annual leave entitlement adjusted according to the additional ordinary hours worked.
- (k) If the period during which an Employee takes paid annual leave includes a period where the Employee is eligible to take personal leave, the Employee is taken not to be on paid annual leave for the eligible period.
 - (i) An Employee on annual leave who becomes entitled to paid personal leave must as soon as practicable and within 7 days of returning to work:
 - (A) notify St John of the need to access personal leave;
 - (B) make a personal leave application; and

- (C) provide a medical certificate confirming the need to take personal leave (*post dated medical certificates may not be accepted*).
- (ii) On approval of the personal leave application, St John will recredit annual leave for the eligible period.
- (iii) Where **clause 30(k)** applies, the Employee will be paid for that period at the Employee's base rate of pay, without the annual leave loading prescribed in **clause 30(e)**.

30.2. Personal Leave (sick leave and carer's leave) - General

- (a) Employees (other than casuals) are entitled to 10 days paid personal leave per annum.
- (b) Paid personal leave includes both sick leave and carer's leave.
- (c) Paid personal leave will accrue and be credited to the Employee progressively during the year of service according to the Employee's ordinary hours of work.
- (d) Paid personal leave is cumulative and is not paid out on termination of employment.
- (e) Employees are not entitled to accrue personal/carer's leave during any periods of unauthorised leave, leave without pay, unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period as provided by St John in **clause 30(b)** or periods of approved workers' compensation.
- (f) On termination of employment, St John may deduct and retain from any outstanding monies the amount in relation to personal/carer's leave taken but not accrued.
- (g) St John may require an Employee, and the Employee must provide, satisfactory documentary evidence of the need to take personal leave. This may include a medical certificate or statutory declaration, in relation to a period of personal leave, and which sets out;
 - (i) that the employee is unable to attend work due to personal illness or injury; and
 - (ii) how long the Employee expects to be away from work.
- (h) To be entitled to payment for sick leave, the Employee will provide a certificate from a registered medical/health practitioner dated at the time of the absence or, if not practicable, a statutory declaration stating that the Employee was unfit for work in respect of any absence of 2 days or more, provided that after 4 days absence in every year of service St John will require that the next and subsequent absences in that year, if any, shall be accompanied by a medical/health certificate.
- (i) St John may require the Employee to undergo any medical examination by a St John appointed medical practitioner to establish the Employee's fitness to perform the inherent requirements of the Employee's role going forward.
- (j) Employees who are entitled to payment under the *Western Australian Workers' Compensation and Injury Management Act 1981* (Cth) are not entitled to paid personal leave during any period of paid workers' compensation.

30.3. Personal Leave (sick leave and carer's leave) - Paid Sick Leave

- (a) Personal leave may be taken by an Employee because of personal illness, or injury.
- (b) If the Employee seeks to take personal leave in accordance with **clause 30.330(a)**, the Employee is required to notify St John of their absence in accordance with St John policies.
- (c) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify St John by telephone at the first opportunity.
- (d) If an Employee has exhausted their entitlement to paid personal leave, the Employee may apply to take annual leave or unpaid personal leave.

30.4. Personal Leave (sick leave and carer's leave) - Paid Carer's Leave

- (a) Personal leave may be taken by an Employee to provide care or support to a member of the Employee's Immediate Family or household who is ill or injured or is affected by an unexpected emergency.
- (b) If an Employee seeks to take paid carer's leave, the Employee is required to:
 - (i) notify St John prior to their absence of the intention to take carer's leave;
 - (ii) provide the name and details of the relationship with the person requiring care; and
 - (iii) advise St John of the reason and estimated length of absence.
- (c) If it is not practical for the Employee to give prior notice of the absence, the Employee will notify St John by telephone of such absence at the first opportunity on the day of the absence.
- (d) The entitlement to use personal leave in accordance with this sub-clause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being either:
 - (A) a member of the Employee's Immediate Family; or
 - (B) a member of the Employee's household.

30.5. Personal Leave (sick leave and carer's leave) - Unpaid Carer's Leave

- (a) A casual Employee or any Employee who has used all their accrued paid personal leave entitlements 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.
- (b) An Employee cannot take unpaid carer's leave if the Employee has accrued personal leave.
- (c) The Employee must give notice in accordance with St John policies.
- (d) Unpaid carer's leave may be taken in a single period of 2 days, or where St John and Employee agree, in separate periods i.e. 4 half days.

30.6. Compassionate Leave

- (a) An Employee shall, on notice provided to St John, be entitled to up to two days compassionate leave, on each occasion, for the purpose of spending time with a person who is a member of the Employee's Immediate Family or a member of the Employee's household;
 - (i) who has a personal illness or injury that poses a serious threat to their life; or
 - (ii) after the death of a member of the Employee's Immediate Family or household.
- (b) An Employee may be entitled to take more than 2 days compassionate leave where the additional compassionate leave is approved by an Executive.
- (c) The Employee must give St John any evidence that it reasonably requires.
- (d) This clause shall have no effect if it coincides with any other leave entitlement.
- (e) Compassionate leave under this clause for all Employees other than casual Employees will be paid. Compassionate leave under this clause for casual Employees will be unpaid.

30.7. Public Holidays

- (a) Employees are entitled to all public holidays proclaimed in Western Australia.
- (b) A Part Time Employee or Guaranteed Hours Employee whose normal roster includes a public holiday shall either be accorded the public holiday on normal pay or receive the appropriate public holiday rate for work undertaken on the day.
- (c) Employees (other than casuals) shall be paid at the rate of double time for all time worked on a public holiday provided by this clause based on the hourly rate as outlined in **Appendix 1** of this Agreement.
- (d) Casual Employees shall be paid their ordinary hourly rate for all time worked on a public holiday.

30.8. Long Service Leave

- (a) An Employee shall, as herein provided, be entitled to leave with pay in respect of long service.
- (b) Each Employee who has completed a period of 7 years of continuous service will be entitled to 13 weeks' paid long service leave at the Employee's base rate of pay and the same entitlement in respect of each subsequent period of 7 years' continuous service thereafter.
- (c) The long service which shall entitle an Employee to such leave shall, subject as herein provided, be continuous service with St John or such other employer to which the business may be transmitted.
- (d) In this sub-clause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.
- (e) Such service shall include:
 - (i) any period of absence from duty on any annual leave or long service leave;

- (ii) any period of absence from duty necessitated by sickness of or injury to the Employee but only to the extent of 15 working days in any year of the Employee's employment;
 - (iii) any period following any termination of the employment by St John if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any Agreement in respect of annual leave;
 - (iv) any period during which the service of the Employee was or is interrupted by service as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31(2) of the *Defence Act 1903-1956* (Cth), and except in Korea or Malaya after 26 June 1950, provided that the Employee as soon as reasonably practicable on the completion of any such service resumed or resumes employment with St John by whom they were employed immediately before the commencement of such service.
- (f) Service shall be deemed to be continuous notwithstanding:
- (i) the transmission of a business as referred to in **clauses 30(c) and 30(d)** of this clause;
 - (ii) any interruption of a class referred to **clause 30(e)** of this clause;
 - (iii) any absence from duty authorised by St John;
 - (iv) any standing down of an Employee in accordance with the provisions of an award, industrial agreement, order or determination under Commonwealth law;
 - (v) any absence from duty arising directly or indirectly from an industrial dispute if the Employee returns to work in accordance with the terms of settlement of the dispute;
 - (vi) any termination of the employment by St John on the ground of slackness of trade if the Employee is reemployed by the same employer within a period not exceeding 6 months from the date of such termination;
 - (vii) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless St John, during the absence or within 14 days of the termination of the absence notifies the Employee in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the Employee personally or by posting it by registered mail to the Employee's last recorded address, in which case it shall be deemed to have reached the Employee in due course of post.
- (g) The long service leave prescribed in this clause may, by agreement between St John and the Employee be taken in more than 1 portion provided that no portion shall be less than 2 consecutive weeks.
- (h) An Employee is not entitled to long service leave with respect to any service for which St John and the Employee has agreed in writing to receive additional remuneration to compensate in lieu of long service leave in accordance with **clause 30.9** of this Agreement.

- (i) Any period during long service leave for which paid personal leave has been approved shall be given as additional long service at a time convenient to St John.
- (j) For the purpose of long service leave, "service" means service as an Employee of St John and shall be deemed to include:
 - (i) absences on annual leave or public holidays;
 - (ii) absences on paid personal leave (limited to 15 working days per year of service) or on an approved rostered days off;
 - (iii) absences on approved unpaid personal leave except that portion of a continuous absence which exceeds 3 months;
 - (iv) absences on approved unpaid leave, other than unpaid personal leave, but not exceeding 2 weeks in any qualifying period;
 - (v) absences on National Service or other military service/training, but only if the Employee, as soon as reasonably practicable after the completion of any such service, resumes employment with St John;
 - (vi) absences on workers' compensation for any period not exceeding 6 months,
 - (vii) absences on long service leave.
- (k) The service of an Employee shall be deemed not to include any other absence of the Employee except as provided in **clause 30(j)** above.
- (l) Long service leave shall be taken at a time convenient to St John but not less than 30 days' notice shall be given to each Employee of the day on which the long service leave is to commence, except in cases where the Employee and St John agree to a lesser period of notice, or in other exceptional circumstances.
- (m) Long service leave must be taken within 6 months of becoming due unless agreed otherwise between the Employee and St John.
- (n) An Employee cannot undertake any form of employment for hire or reward, while on long service leave.
- (o) Except where the Employee's employment is terminated by St John for serious misconduct, any long service leave that the Employee has become entitled to under **clause 30(b)** of this Agreement is payable upon termination of employment.
- (p) Whereby agreement between St John and the Employee the commencement of the leave to which the Employee is entitled or any portion thereof is postponed to meet the convenience of the Employee, the rate of payment for such leave shall be at the rate of pay applicable to the Employee at the date the Employee commences such leave.
- (q) In the case of an Employee employed on piece or bonus work or any other system of payment by results, the rate of pay shall be calculated by averaging the Employee's rate of pay for each week over the previous 3 month period.
- (r) Payment shall be made in one of the following ways:
 - (i) in full before the Employee goes on leave;
 - (ii) at the same time as the Employee's wages would have been paid to them if the Employee had remained at work; or

- (iii) in any other way agreed between St John and the Employee.

30.9. Long Service Leave (Cashing out)

- (a) An Employee may cash out long service leave, with the agreement of St John, and subject to the following conditions:
 - (i) the Employee is given an equivalent benefit in lieu of the entitlement;
 - (ii) St John will determine the amount of sufficient leave credits that are required to remain for the Employee to access in the future;
 - (iii) St John will assess requests against staffing levels at the time;
 - (iv) each Employee can only make 1 claim per financial year; and
 - (v) the agreement is in writing.

30.10. Parental Leave

- (a) Subject to this clause, each Employee is entitled to parental leave in accordance with the Fair Work Act and the *Paid Parental Leave Act 2010* Cth (**PPL Act**). Parental leave includes paid leave, maternity leave, paternity leave and adoption leave.
- (b) Employees (except casuals) who are the Primary Care Giver are entitled to the following:
 - (i) after 12 months service with St John 6 weeks' paid parental leave at the weekly base rate of pay;
 - (ii) after 3 years service with St John 9 weeks' paid parental leave at the weekly base rate of pay;
 - (iii) after 5 years service with St John 12 weeks' paid parental leave at the weekly base rate of pay; and
 - (iv) Subject to the Employee completing and providing all appropriate documentation:
 - (A) if immediately before the date of adoption or expected date of birth of the child the Employee has, or will have, completed at least 12 months' continuous service with St John; and
 - (B) where the Employee receives paid parental leave under the PPL Act, and the sum of the paid parental leave pay provided by St John at the Employee's weekly base rate of pay is higher than the Employee's entitlement under the PPL Act, St John will only pay to the Employee a top up of the monetary difference between the two amounts.
- (c) Entitlement to paid parental leave, as set out in **clause 30(b)** above, is subject to:
 - (i) the Employee being the Primary Care Giver;
 - (ii) the paid parental leave being taken concurrently with any period of unpaid parental leave to which the Employee is entitled;
 - (iii) the Employee completing and providing all appropriate documentation; and
 - (iv) any Federal laws providing for paid parental leave, in which case, St John will pay any monetary difference between what Federal

laws provide and entitlement as outlined in **clause 30(b)** above. Should Federal laws provide a greater benefit **clause 30(b)** will not apply.

- (d) The entitlement to paid parental leave and unpaid parental leave will be concurrent.
- (e) St John will not unreasonably refuse any application for extended unpaid parental leave.
- (f) Employees (except casuals) who are not, or will not be, the Primary Care Giver for a child will be entitled to leave of 5 calendar days off work without loss of pay subject to the following:
 - (i) the leave must commence within 21 days of the birth or adoption of the child;
 - (ii) the Employee must provide as much notice as possible; and
 - (iii) the Employee must complete and provide all appropriate documentation.
- (g) Employees (except casuals) who are not the Primary Care Giver will be entitled to parental leave of 5 calendar days off work without loss of pay subject to any Federal laws providing for paid leave for a non-Primary Care Giver, in which case, St John will pay any monetary difference between what Federal laws provide and 5 calendar days of ordinary time. Should Federal laws provide a greater benefit this clause will not apply.

30.11. Jury Service

- (a) An Employee (excluding casuals) required to attend for jury service during working hours will be paid by St John an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount the Employee would have earned in respect of the Employee's scheduled working hours had the Employee been at work.
- (b) The Employee shall notify St John as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) The Employee shall provide St John with proof of attendance on jury service, the duration of such attendance and the amount received in respect of such duty.

30.12. Court Attendance

- (a) If an Employee is summoned to give evidence in a court, tribunal or commission, the Employee must inform St John as soon as possible of the Employee's requirement to attend.
- (b) The Employee must comply with any reasonable request from St John to provide any evidence of the requirement to attend.
- (c) If the proceedings are not work related, St John will release the summoned Employee for the required period on unpaid leave or other leave as agreed with St John or as required by law.
- (d) If the proceedings are work related:
 - (i) St John will release the summoned Employee for the required period and will continue to pay the Employee at ordinary time, including necessary travel time, while in attendance or otherwise required by law; and

- (ii) if the Employee is not rostered to work, St John will pay the summoned Employee their ordinary rate of pay for the period required in court or as otherwise required by law.
- (e) The Employee shall provide St John with proof of attendance and the duration of such attendance.

30.13. Family and Domestic Violence Leave – General

- (a) St John recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their ability to attend work. Therefore, St John is committed to providing support to Employees that experience family violence and respects the need for confidentiality.
- (b) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive;
 - (ii) is emotionally or psychologically abusive;
 - (iii) is economically abusive;
 - (iv) is threatening;
 - (v) is coercive;
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of such behaviour.
- (c) Where an Employee is experiencing or attending to matters arising out of family and domestic violence, an Employee may request flexible working arrangements. The Employee's request should be made to their manager.
- (d) Proof of family violence may be required by St John and may be in the form of an agreed document issued by the police service, a court, a registered medical practitioner, a family violence support service or a lawyer.

30.14. Family and Domestic Violence – Unpaid Leave

- (a) An Employee experiencing family violence may have access to 10 unpaid days of family and domestic violence leave for medical appointments, attending legal proceedings, counselling, relocation or making other safety arrangements, and other activities related to family or domestic violence.
- (b) Employees may also apply to access other paid leave entitlements if they are experiencing family and domestic violence.
- (c) Due to the nature of domestic violence, leave may be taken with short notice after discussions with the Line Manager. The 12 month period commences on the first day any domestic violence leave is taken and continues until the annual anniversary of this date. The leave is non-cumulative.
- (d) Approval of family and domestic violence leave pursuant to this clause will be at the discretion of St John, taking into consideration the Employee's particular circumstances with regard to family or domestic violence.
- (e) To support Employee confidentiality and privacy, unpaid leave accessed for family and domestic violence purposes will be recorded as leave without

pay. All personal information concerning family or domestic violence will be kept confidential.

30.15. Leave Without Pay

- (a) A written application may be made for leave without pay (**LWOP**) and may be granted at the discretion of St John.
- (b) LWOP applications will include consideration of all other applicable leave entitlements.
- (c) LWOP applications may be applicable for but not limited to:
 - (i) Community Service Leave;
 - (ii) Cultural and Ceremonial Leave; and
 - (iii) Family and Domestic Violence Leave.

31 EXPENSE REIMBURSEMENT

In the course of their employment, if the Employee incurs out of pocket expenses a reimbursement of those expenses may be claimed and will be assessed by St John.

EXECUTED BY THE PARTIES AS AN ENTERPRISE AGREEMENT on the understanding that it be approved under the Fair Work Act.

SIGNED on behalf and with the authority of St John by:


Signature of the Authorised Person:

Name in Full:

Position

Address

On this date:



Aaron Harding

Head of First Aid

209 Gt Eastern Hwy

Belmont WA 6104

20/4/22

SIGNED on behalf and with the authority of United Workers' Union, by:


Signature of the Authorised Person:

Name in Full:

Position

Address

On this date:



CAROLYN SMITH

WA STATE SECRETARY

52 CHERITON ST

PERTH 6000

20 April 2022.

St. John Ambulance Western Australia Ltd
First Aid Trainers Enterprise Agreement 2021

Appendix 1 - Rates of Pay

1st Pay Period Commencing on or after 27 April 2021

1st Pay Period Commencing on or after 27 April 2022

1st Pay Period Commencing on or after 27 April 2023

	Paid As per	Yrly Inc 27 April 2021 1.5%	Yrly Inc 27 April 2022 1.5%	Yrly Inc 27 April 2023 1.75%
FIRST AID TRAINER HOURLY BASE RATE	hour	\$35.58	\$36.11	\$36.74
CASUAL FIRST AID TRAINER HOURLY RATE (BASE RATE + 25% LOADING)	hour	\$44.47	\$45.14	\$45.93
FIRST AID FACILITATOR HOURLY BASE RATE	hour	\$29.01	\$29.45	\$29.97
CASUAL FIRST AID FACILITATOR HOURLY RATE (BASE RATE +25% Loading)	hour	\$36.26	\$36.81	\$37.45

St. John Ambulance Western Australia Ltd
First Aid Trainers Enterprise Agreement 2021

Appendix 2 - Allowances*

1st Pay Period Commencing on or after 27 April 2021

1st Pay Period Commencing on or after 27 April 2022

1st Pay Period Commencing on or after 27 April 2023

	Paid As per	Yrly Inc 27 April 2021 1.5%	Yrly Inc 27 April 2022 1.5%	Yrly Inc 27 April 2023 1.5%
CALL OUT FEE	per call out	\$45.39	\$46.07	\$46.76
COUNTRY CENTRE LAUNDRY	per claim	\$128.61	\$130.54	\$132.50
EVENING COURSE WORK	per day	\$16.63	\$16.88	\$17.13
SPECIFIC COURSE	per day	\$22.69	\$23.03	\$23.37
RESOURCE TRANSPORT	per claim	\$18.15	\$18.42	\$18.70
STANDBY	per claim	\$90.79	\$92.15	\$93.54
TRAINER COACHING	per day	\$36.31	\$36.85	\$37.40
TRAINING LOCATION	per day	\$8.85	\$8.98	\$9.12

* All days/courses which are less than 4 hours will be half the day/course rate