

ST JOHN AMBULANCE AUSTRALIA SOUTH AUSTRALIA INC EMPLOYEE COLLECTIVE AGREEMENT 2006

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1.1 Title

This Agreement will be known as the St John Ambulance Australia South Australia Inc. Employee Collective Agreement 2006.

1.2 Duration of Agreement

This Agreement will operate from the date of lodgement with the Office of the Employee Advocate, and has a nominal expiry date 1 August 2009.

Despite this term the Agreement will continue in force until superseded by a replacement Agreement, or terminated in accordance with clause 1.11.

1.3 Parties Bound

The parties to this Agreement are:

- Employees of St John Ambulance Australia South Australia Inc
- St John Ambulance Australia South Australia Inc

1.4 Application

This Agreement applies to all employees engaged by the employer to perform work that is covered by the classifications set out in Schedule D.

1.5 Area of Operation

This Agreement applies in South Australia where employees of St John Ambulance Australia SA Inc. perform work covered by the Classifications set out in Schedule D

1.6 Letters of Engagement

All new employees will be provided with a letter of engagement which will include the following information:

- That the employer and employees are parties to this Employee Collective Agreement which determines in part, the employee's terms and conditions of employment.
- Advice as to the employee's employment category, rate of pay, classification and working hours.
- Reference to other relevant employment arrangements or policies.

1.7 Relationship to the Parent Award and "NAPSA"

The Clerks (SA) Award/NAPSA will not apply to an Employee's employment, nor do any terms of the Award/NAPSA. The terms of this Agreement completely replace the Clerks (SA) Award/NAPSA terms.

1.8 Relationship to Australian Fair Pay and Conditions Standards

In accordance with S.172 of the *Workplace Relations Act 1996*, any Australian Fair Pay and Conditions ("AFPC") Standard which provides a more favourable outcome for an employee will prevail over this Agreement.

Certain AFPC Standards are incorporated as terms of this Agreement and are set out in Schedule A.

1.9 Savings Clause

No employee is to suffer any reduction of conditions or entitlements as a result of this Agreement coming into operation.

A term of a contract of employment that is more beneficial to an employee than the corresponding term of this Agreement is to prevail over the corresponding term of the Agreement.

No employee shall be paid at a rate of pay below the applicable Australian Pay and Classification Scale (APCS) for the relevant classification.

1.10 Employment Policies

The parties acknowledge that this Agreement does not comprehensively prescribe all employment arrangements applicable to employees and some matters may be provided for by alternative arrangements such as employer policies.

The parties intend to consult over any proposed changes to such arrangements with a view to reaching agreement wherever possible and maintaining co-operative workplace relations.

1.11 Termination of Agreement

Subject to the *Workplace Relations Act 1996*, the parties agree that this Agreement can be terminated after its nominal expiry date, by agreement between the employer, and a majority of employees bound by the Agreement.

The parties do not intend to terminate this agreement in a manner other than as provided in this Clause.

1.12 No Extra Claims

The parties intend for this Agreement to be a "Closed Agreement" for its duration and do not intend to pursue any extra claims in relation to changes to the arrangements under this Agreement prior to April 2009.

1.13 Review of Agreement

The parties will review the structure of this Agreement and consider whether it may ultimately be replaced with a consolidated "stand alone" document.

PART 2 –OBJECTIVES & EMPLOYMENT ARRANGEMENTS

2.1 Objectives of Agreement

The objective of this Enterprise Agreement is to enable St John to succeed in achieving its Mission in a competitive industrial environment with the support of a competent, well trained, and well-remunerated staff. This goal will be achieved by optimising efficiencies using best work practices and quality objectives. A high standard of service delivery will ensure customer satisfaction with benefits for St John and its employees.

2.2 Work Practices

The parties to this agreement agree to recognize the need for the organization to have a range of measures at its disposal which may be applied from time to time to increase efficiency, productivity and organizational well being, as determined by external or internal requirements of the organization's environment.

As a consequence of this recognition, and in order to pursue more flexible work practices and improved skills development, the parties give a commitment to cooperate throughout the life of this Agreement to achieve the following strategic objectives:

- ◆ Alignment of Industrial Relations and Human Resource Management strategies with the divisional and organizational business plans and strategic objectives, not simply pay & conditions;
- ◆ To produce greater efficiency, job satisfaction and increased morale, through individual examination, analyses and redesign of work processes and tasks;
- ◆ To improve efficiency, productivity and job satisfaction, through increased emphasis on the skill mix requirements of jobs, and assessments to identify training needs for individuals;
- ◆ Initiatives to monitor satisfaction levels amongst staff and to take actions where necessary to improve areas of need; and
- ◆ Information on barriers to productivity, efficiency and quality that can be addressed through remedial strategies to improve working conditions, staff/management relationships and output.

These objectives will be pursued to bring about improved job satisfaction, productivity and employee morale, by implementing procedures to carry out the following:

- ◆ Projects to gather information on barriers to productivity, efficiency and quality
- ◆ Projects to implement remedial strategies to improve working conditions, staff/management relationships and output.
- ◆ Proposals to implement incentives for superior performance and achievement of defined objectives within the work group concerned, either singly or collectively;
- ◆ Projects to explore the implementation of more flexible working hours;
- ◆ Projects which explore Continuous Improvement and Quality Assurance issues, and where necessary, a review of classification structures and evaluation tools appropriate to the competencies of the work groups concerned, in the second year of the agreement period

2.3 Collective Agreement Wage Increase

In addition to the wage rates and allowances applied by the employer as at 27 March, 2006, all employees will be paid a Collective Agreement Wage Increase.

The Collective Agreement Wage Increase will be applied in the form of an annual wage increase of three (3) percent each year for the life of this Agreement for full time employees to be paid from 1 July 2006 and 1 July for each subsequent year for the life of this Agreement. Part time employees will receive a pro rata amount.

The Collective Agreement wage increase will be paid by adding three (3) percent to the relevant hourly rates as calculated from the weekly rates set out as applied by the Employer.

Casual employees will be paid an additional 20% loading on the Collective Agreement wage increase.

Subject to Clause 1.8, the Collective Agreement wage increase is in lieu of any award increases determined as a result of Federal or State wage increases.

Prior to the nominal expiry date of this Agreement, the parties will discuss options for further wage increases to apply after 2009.

The minimum wage rates payable under this Agreement are set out in Schedule C.

2.4 Salary Progression

A full time employee will move to the next increment level of the Grade to which they are appointed on completion of 12 months service at the current increment level. Incremental progression for part time and casual employees will be after 1400 hours provided this does not occur sooner than 12 months.

Incremental progression for all employees will be subject to satisfactory service in the previous 12 months, as determined through performance review.

2.5 Salary Packaging Arrangements

Subject to meeting all the necessary legislative requirements, the employer and an employee may agree to substitute non-cash benefits in lieu of a proportion of the wage prescribed in Schedule 2. The limit of such benefits shall be 50% of the wage prescribed in Schedule 2 or the maximum statutory limit per employee, whichever is the lesser amount. Employees using this arrangement shall be responsible for the payment of the fee charged to manage the scheme.

All existing entitlements (i.e., employer superannuation, leave loading, penalties, and overtime) will be based on the "pre-package" salary.

At the date of this agreement being signed St John is exempt from fringe benefits taxation. St John has committed to the salary packaging arrangements ONLY for the period it remains exempt from fringe benefits (or equivalent) taxation. Should St John lose its exemption from fringe benefits (or equivalent) taxation then the substitution of non-cash benefits in lieu of a proportion of the wage prescribed in Schedule 2 must be renegotiated

2.5.2 Employees wishing to access salary packaging must indicate that:

2.5.2.1 they have sought independent expert advice in relation to entering into such an arrangement; and

2.5.2.2 they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefits items which are selected, the salary packaging arrangement shall lapse and a new arrangement will be put in place whereby the total cost of salary packaging to the employer does not increase. If the employee elects to continue with packaging the cost of the payment of the FBT will be passed back to him/her, or benefit items can be converted back to salary to be taxed at the relevant PAYG tax rate; and

An employee may cancel a salary packaging arrangement by giving one month's written notice.

2.6 Family and Household Members

For the purposes of eligibility for paid or unpaid compassionate or carer's leave under this Agreement whether derived from the "NAPSA" or the AFPC's, the following persons are all included as family or household members:-

Spouse, de facto spouse, former spouse, former de facto spouse, whether or not such person is of the same sex as the employee;

Grandparents, grandparents-in-law; parents and parents-in-law;

Siblings, step-siblings, siblings and step-siblings of spouse, de facto spouse, former spouse, former de facto spouse whether or not such person is the same sex as the employee;

Child, adult child, adopted child, step-child, ex-nuptial child, and grand-child.

2.7 HOURS OF WORK/SPAN OF NORMAL HOURS

2.7.1 Maximum ordinary hours

The maximum number of ordinary working hours of full time employees will be an average of 38 hours per week to be worked on one of the following bases:

- 2.7.1.1 38 hours within a work cycle not exceeding seven consecutive days; or
- 2.7.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 2.7.1.3 114 hours within a work cycle not exceeding twenty one consecutive days or
- 2.7.1.4 152 hours within a work cycle not exceeding twenty-eight consecutive days

2.7.2 Spread of ordinary Hours

Retail employees are defined as employees whose work takes place in the retail environment or is closely linked with the sale of products other than training courses. This includes but is not limited to: Sales Manager, Sales Consultants, and casual staff employed in the retail environment.

- 2.7.2.1 Non retail employees and Trainers may be required to work their ordinary hours between the hours of 7.30am and 6:00pm, Monday to Friday inclusive.
- 2.7.2.2 In addition to the ordinary hours as set out in 2.7.2.1, retail employees' ordinary hours may be extended to between 8.00am and 5.00pm on a Saturday. Prior to any significant roster changes, the employer will consult with the retail employees.
- 2.7.2.3 In addition to the ordinary hours set out in 2.7.2.1, Trainers' ordinary hours may be extended to 7.30am to 10.30pm Monday to Sunday.
- 2.7.2.4 An individual employee's ordinary working hours will be based on the operational needs of the work area where they are employed. The work area Manager will determine these hours in advance. There may be the ability to arrange these ordinary work hours to enable employer and employee flexibility, for example to attend after hours meetings or have time off (TOIL) to attend to personal business.
- 2.7.2.5 Ordinary hours must not exceed eight (8) on any day unless there is mutual agreement in which case a maximum of ten (10) ordinary hours may be worked

2.7.3 Arrangement of hours

The hours of work of full-time employees can be worked in one of the following arrangements:

- 2.7.3.1 by employees working less than eight (8) ordinary hours each day.
- 2.7.3.2 by employees working less than eight (8) ordinary hours on one day each week
- 2.7.3.3 by employees working less than eight (8) ordinary hours on one day each fortnight
- 2.7.3.4 by employees working a twenty (20) day cycle, being 19 working days and one day off in the cycle.
- 2.7.3.5 The method of implementation shall be agreed between the employer and the employees. In the event that no agreement can be reached the matter shall be dealt with according to the Grievance and Dispute Settling Procedure.

2.7.3.6 The arrangement of hours of each employee prior to the commencement of this Enterprise Agreement shall become the arrangement of hours under this agreement unless or until a change is determined according to sub clause 2.7.2 hereof.

2.7.3.7 The hours of work for Community Care Coordinators shall be as mutually agreed by the employer and Community Care Coordinators.

2.7.3.8 The provision of clause 2.7.2 shall not apply to hourly paid Community Care Coordinators.

2.8 CONTRACT OF HIRING

2.8.1 Contract Of Employment

2.8.1.1 The contract of hiring of all employees shall be by the fortnight, unless an express contract to the contrary exists.

2.8.1.2 Employment may be terminated in accordance with clause 2.16.

2.8.1.3 Nothing in this clause shall take away from the employer the right to dismiss an employee for serious or wilful misconduct, in which case payment need only be made to the time of dismissal.

2.8.1.4 The employer may employ employees on a full-time, part-time, or casual basis in accordance with the relevant provisions of this agreement.

2.8.2 Permanent Employees

Permanent employees are those engaged to work a minimum of 38 hours per week, and not subject to a fixed term contract appointment, who have satisfactorily completed a probationary period, agreed in advance of their employment, of no longer than three months duration.

On and from the date of operation of this Enterprise Agreement all existing fixed term contract employees will become permanent employees, with the exception of those employees whose position is subject to external funding.

2.8.3 Part-Time Employment

2.8.3.1 A part-time employee is a person engaged to work less than full-time on a regular basis.

2.8.3.2 Unless there is an expressed agreement to the contrary between the employer and the employee, the hours of a part-time employee shall be no less than 15 hours per week with a minimum daily engagement of two (2) hours.

2.8.3.3 A part-time employee shall be paid for each hour worked during ordinary working hours 1/38th of the weekly rate prescribed.

2.8.3.4 A part-time employee shall be entitled to pro-rata annual leave and sick leave.

2.8.3.5 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the employer. This provision applies to meet the short-term requirements of either party.

2.8.4 Fixed Term Contract Employment

2.8.4.1 The employer may need to employ staff for specific periods/projects on a fixed term basis, from time to time where the employer considers that there is reasonable uncertainty about the

permanent nature of the position, due to anticipated funding, structural, technological or workplace and job design changes.

Such employees so employed shall be entitled to all the benefits and conditions within this agreement, on a pro-rata basis, other than Clause 2.15, Redundancy

2.8.4.2 All employees engaged pursuant to sub-clause 2.8.4.1 shall, on commencement, be informed in writing of the nature of their contract of employment, its duration and the reason for the fixed term employment.

2.8.4.3 In the event of a dispute relating to the hours of work of a fixed term employee, the terms of the dispute settling procedure of the Agreement shall be applied.

2.8.5 Casual Employment

2.8.5.1 A casual employee is a person engaged and paid as such.

2.8.5.2 A casual employee for working ordinary time shall be paid 1/38th of the weekly rate per hour prescribed by this agreement plus a loading of 20% in lieu of annual leave, sick leave and public holidays not worked.

2.8.5.3 Casual employees shall be paid for a minimum daily engagement of two (2) hours.

2.9 OVERTIME

2.9.1 Staff

2.9.1.1 Subject to sub clause 2.7.3.4, for all time worked on any day in excess of eight hours or thirty eight (38) in one week, overtime shall be paid at the rate of time and a half for the first two hours and double time after.

2.9.1.2 Time worked on a Saturday morning up to two hours shall be paid at the rate of time and a half.

2.9.1.3 Time worked in excess of two hours on a Saturday morning or time worked after 12 noon on a Saturday shall be paid at the rate of double time.

2.9.1.4 All time worked on a Sunday shall be paid at double time.

2.9.1.5 Where the employee and employer agree, time off in lieu of payment for overtime may be taken. In such circumstances the number of hours to be taken as time in lieu shall not accumulate to be greater than the number of hours in three normal working days and shall be taken with the approval of the work area manager, but in any event within twelve months of the overtime being worked.

Time off will be granted in lieu of payment for overtime worked on basis of one hour of time off for each hour worked.

2.9.1.6 An employee may be required to work reasonable overtime at overtime rates and the employee is expected to work overtime in accordance with such requirement.

2.10 CALL BACK

An employee recalled to work overtime after having left the place of employment shall be entitled to receive payment for three hours at the appropriate overtime rates.

2.11 CONDITIONS FOR TRAINERS EMPLOYED FOR WORK OVERSEAS

- 2.11.1 Time actually worked instructing First Aid Classes shall be paid at the ordinary Trainer rate dependent upon the level of course being taught.
- 2.11.2 Time spent travelling from Adelaide to the destination and from the destination to Adelaide shall be paid at the ordinary rate applicable to instruction of Senior First Aid courses. No overtime allowance shall be paid for travelling time.
- 2.11.3 An overseas allowance of \$40 per day shall be paid for each day from the date of arrival in the destination country to the date of departure.
- 2.11.4 The employer accepts responsibility for payment of all costs associated with: visas, airfares, travel insurance, accommodation, transfers to & from airport, transfers to & from teaching site, travel and medical insurance (to cover emergency medical treatment and extradition in medical emergency) and meals on days when the trainer is teaching.

2.12 STAFF TRAINING AND DEVELOPMENT

St John recognises that employees are a major resource and asset for the organisation and is committed to maximising the potential of employees through the provision of and support for training/education opportunities.

Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as training courses, conferences and seminars etc. The responsibility for staff development is shared between employees and the employer and individual employees are expected to show initiative in seeking development opportunities.

Where further staff development is to enhance the skills and knowledge of the Employee, St John will determine in discussion with the Employee the amount of support to be provided. This may take the form of paid leave and/or paid expenses or leave without pay. This will be at the discretion of the employer having regard to the needs of the organisation.

The parties acknowledge that St John expects excellence in its employees - in their achievement of outcomes, their task knowledge and skills, and in their ability to work as part of a team and contribute to the organisation as a whole.

In order to achieve this aim and to achieve improvements in productivity all employees will be given the opportunity to receive formal feedback on their performance in a manner which is constructive and helpful at 12 month intervals.

Feedback will be via a performance appraisal and development scheme to be developed and introduced in consultation with staff representatives during the life of this agreement.

2.13 CONFIDENTIALITY

St John places importance on the skills and knowledge of employees and seeks to encourage the development of expertise and innovation. St John demands that employees maintain confidentiality and loyalty at all times especially with respect to the intellectual property of St John and details of its business activities. The area of confidentiality also relates to the disclosure of information about clients and customers.

2.14 REDUNDANCY

Definition

'Redundancy' in this Clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone.

2.14.1 Exclusions

2.14.1.1 This clause does not apply to employees with less than 1 year's continuous service. The general obligation of employers should be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

2.14.1.2 This clause does not apply in the case of:

1. Dismissal for conduct that at common law justifies instant dismissal;
2. casual employees;
3. employees engaged for a specific period of time; or
4. employees engaged for a specific task or tasks.

2.14.2 Discussions before Termination

2.14.2.1 Where an employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer must have discussions as soon as practicable with the employees directly affected and with the Union. Discussions must include:

1. the reasons for the proposed terminations;
2. measures to avoid or minimise the terminations;
3. measures to mitigate the adverse effects of any terminations on the employees concerned.

2.14.2.2 For the purposes of such discussion the employer must as soon as practicable provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations, including:

1. The reasons for the proposed terminations;
2. the number and categories of employees likely to be affected;
3. the number of workers normally employed; and
4. the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information, the disclosure of which when looked at objectively, would be damaging to the employer's interests.

2.14.3 Period of Notice of Termination on Redundancy

2.14.3.1 If the services of an employee are to be terminated due to *redundancy* such an employee must be given notice of termination as prescribed by Clause 2.16 of this Agreement.

2.14.3.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is engaged must be given not less than three months notice of termination.

2.14.3.3 Should the employer fail to give notice of termination as required in 2.14.3.1 or 2.14.3.2 in this Agreement, the employer must pay to that employee the ordinary

rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for all purposes.

2.14.4 Time Off During Notice Period

2.14.4.1 During the period of notice of termination given by the employer an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

2.14.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

2.14.5 Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of *redundancy* the employer shall notify Centrelink accordingly as soon as possible, giving relevant information including:

1. a written statement of the reason(s) for the termination(s);
2. the number and categories of the employee(s) likely to be affected; and
3. the period over which the termination(s) are intended to be carried out.

2.14.6 Severance Pay

2.14.6.1 In addition to the period of notice prescribed for termination in Clause 2.15 and 2.14.3.1 or 2.14.3.2, an employee whose employment is terminated by reason of *redundancy* is entitled to the following amounts of severance pay in respect of a continuous period of 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 over	8 weeks pay

2.14.6.2 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

2.14.6.3 An employer may apply to the Commission for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on *redundancy* occurring.

2.14.7 Incapacity To Pay

An employer may make application to the Commission for an order to have the severance pay prescription varied on the basis of the employer's incapacity to pay.

2.14.8 Alternative Employment

An employer may make application to the Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

2.14.9 Written Notice

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- 2.14.9.1 The date and time of the proposed termination of the employee's employment;
- 2.14.9.2 Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated;
- 2.14.9.3 Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 2.14.9.4 Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

2.14.10 Transfer to Lower Paid Duties

Where an employee whose job has become *redundant* accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

2.14.11 Employee Leaving During Notice

An employee whose employment is terminated on account of *redundancy* may terminate his or her employment during the period of notice. If the employee does so, he or she is entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

2.15 TERMINATION OF EMPLOYMENT

2.15.1 Notice of Termination by Employer

2.15.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

2.15.1.2 In addition to the notice in 2.15.1.1, employees over forty five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

- 2.15.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 2.15.1.1 and/or 2.15.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 2.15.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 2.15.1.5 The period of notice in this clause does not apply in the case of:
1. dismissal for conduct that at common law justifies instant dismissal;
 2. casual employees;
 3. employees engaged for a specific period of time; or
 4. employees engaged for a specific task or tasks.

2.15.2 Statement of Employment

At the employee's request the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

2.15.3 Payment In Lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

2.15.4 Notice of Termination by Employee

In order to terminate employment an employee must give the employer 2 weeks notice.

2.16 CONTINUOUS SERVICE DEFINITION

2.16.1 Maintenance of Continuous Service

Except as otherwise indicated, service is deemed to be continuous despite:

- 2.16.1.1 Absence of the employee from work in accordance with the employee's contract of employment or any provision of this agreement.
- 2.16.1.2 Absence of the employee from work for any cause by leave of the employer.
- 2.16.1.3 Absence from work on account of illness, disease, or injury.
- 2.16.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- 2.16.1.5 Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or the Long Service Leave Act 1987.
- 2.16.1.6 Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- 2.16.1.7 Transfer of employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first

employer's business. In this case, service with the first employer is deemed to be service with the second employer.

2.16.1.8 Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

2.16.1.8 Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

2.16.2 Calculation of Period of Service

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

2.16.2.1 To the extent that the employee receives or is entitled to receive pay for the period, or;

2.16.2.2 Where the absence results from a decision of the employer to stand the employee off without pay.

2.17 FLEXIBILITY OF WORK

2.17.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling or frustrate the operation of enhanced skill opportunities or career paths for employees.

2.17.2 Any direction issued by the employer according to 2.17.1 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

2.18 HIGHER DUTIES

2.18.1 An employee who for a period of one day or more is called upon to perform the work of an employee in a higher classification must be paid for all time worked at a minimum of the rates of pay prescribed for that higher classification.

2.18.2 Where the minimum rate of pay for the higher classification is equal to the employee's current substantive rate of pay, the rate payable shall be equal to the second increment of the higher classification.

2.19 UNIFORMS

2.19.1 Where it is a requirement of St John that an employee wears uniform St John will supply that uniform in accordance with the St John Staff Uniform Policy.

2.19.2 Other employees may wear St John identified clothing (as per the St John Staff Uniform Policy) at their own discretion.

2.19.3 St John will make available St John identified clothing to employees at cost price less 50%.

2.20 MEAL ALLOWANCE

An employee required to work overtime at the end of his/her working day for more than two hours without being notified on the previous day or earlier, that he/she will be so required to work, shall be paid the meal allowance of a sum of \$10.50 (Ten dollars and fifty cents).

2.21 MEAL BREAKS

2.21.1 Subject to sub clause 2.21.2 a meal break of 56 minutes shall be allowed to employees on each working day if they are rostered to work greater than 5 consecutive hours. This break must commence between the hours of 11.30am and 2.30pm

2.21.2 By agreement between the employee and employer, a shorter meal break may be taken provided that it is of a minimum duration of half an hour.

2.22 PERSONAL PROPERTY

2.22.1 The employer shall replace or repair any employee's watch and/or spectacles including prescription sunglasses, used in the course of employment that are lost, damaged or destroyed other than through the employee's own gross negligence, up to a maximum of \$200.00 per item.

2.22.2 The employer may require the employee to furnish a statutory declaration setting out the circumstances of loss, damage or destruction.

2.23 VEHICLE ALLOWANCE

2.23.1 Employees required to use their own vehicle on St John business will be reimbursed for such travel at the rate of 50c per kilometre.

2.23.2 **Community Care Coordinators** – will be reimbursed for all business travel from their office.

2.23.3 **All other staff** – will be allocated to a St John Centre and may claim reimbursement for business travel which is in excess of either their normal return distance to work or more than 50km return journey, whichever is the greater. Travel to be by the most direct route and is calculated on a daily basis.

Any agreement to a different form of reimbursement than that provided in this clause must be recorded in writing and reviewed at the request of the Employee.

2.2 STAFF MEETINGS

As required St John will arrange staff meetings that may incorporate an educational or training session

St John will use its best endeavours to hold those meetings at a time convenient to the greatest number of employees however they will be held out of business hours.

Employees are strongly encouraged to attend all staff meetings and they shall commit a maximum of 12 hours of unpaid time per annum as reasonably requested by St John to attending staff meetings, which are outside of their normal working hours.

2.26 CLASSIFICATION OF EMPLOYEES

Refer to Schedule C

2.27 PAYMENT OF WAGES AND SALARIES

2.27.1 Wages and salaries shall be paid fortnightly by Electronic Funds Transfer to a bank or other financial institution account nominated by the employee.

- 2.27.2 Each payday the employee shall be provided with a pay-slip, which sets out the employee's gross pay, all deductions and allowances.

2.28 COUNSELLING SERVICE

The Employer will pay for a one hour counselling session with a psychologist or other suitable health professional per non-work related matter. Each employee shall be entitled to two sessions each calendar year. Work related matters are to be managed via the existing Peer Support System.

2.29 SUPERANNUATION

2.29.1.1. "Existing Fund" means SA Ambulance Service Superannuation Fund, a scheme registered and approved by the Insurance and Superannuation Commission, membership of which is limited to employees who are members of the fund as at 1 January 1998.

2.29.1.2 "Fund" means the Statewide Superannuation Trust Fund established and governed by a Trust Deed dated 29 September 1988 as may be amended from time to time and includes any superannuation scheme, which may be made in succession to it.

2.29.1.3 "Ordinary Time Earnings" means, for the purposes of the Superannuation Guarantee (Administration) Act 1992, an employee's award classification rate and penalty loadings including weekend and public holiday rates where the time worked is part of the employee's ordinary hours of work and such ordinary time earnings will operate to provide a notional earnings base.

2.29.2 Membership

An employer will ensure an employee becomes and remains (whilst employed by the employer) a member of a Fund or Existing Fund.

2.29.3 Contributions

An employer will make contributions for an employee in accordance with the legislative requirements in 2.29.4. These contributions will be based on the employee's ordinary time earnings.

2.29.4 Superannuation Legislation

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Clause 2.30 PUBLIC HOLIDAYS

2.30.1 Public Holidays will be allowed to full-time and part-time employees without deduction of pay.

Public Holidays are the days (or subsequent days) on which the following holidays are observed:

- New Year's Day;
- Australia Day;
- Good Friday;
- the day after Good Friday;
- Easter Monday;
- Anzac Day;
- Adelaide Cup Day;
- Queen's Birthday;
- Labour Day;
- Christmas Day;
- Proclamation Day,

and any other day which by proclamation or Act of Parliament may be declared a public holiday or any other day which may be substituted for any such day.

PART 3 – INDUSTRIAL RELATIONS & DISPUTE SETTLING PROCEDURES

3.1 Consultative Arrangements

Consultative Arrangements will be developed and meetings convened as required to ensure successful implementation of the Agreement and to discuss any potential disputes about matters affecting employees covered by the Agreement

3.2 Grievance & Dispute Settling Procedures

- 3.2.1 This procedure is to be construed widely so as to avoid wherever possible, disputation or litigation.
- 3.2.2 Any grievance or issue arising out of, or in connection with this Agreement, or any industrial matter pertaining to the relationship between the employer and the employees may be addressed through this procedure.
- 3.2.3 This procedure accommodates grievances and disputes of an individual and collective nature with the emphasis on resolving matters as close as possible to the workplace and source of the dispute.
- 3.2.4 An employee may be represented at any stage in this procedure by a representative of their choosing.
- 3.2.5 An employee must, in the first instance discuss and attempt to resolve grievances or issues with the supervisor in charge of the section in which the grievance, or issue exists. The employee may be accompanied by their nominated workplace representative.
- 3.2.6 If the matter is not resolved in the first instance, the matter is to be referred to local management who will nominate the employer's representative. The employer's representative must investigate, discuss and attempt to resolve the matter with the employee's nominated workplace representative.
- 3.2.7 If the matter is not resolved at the local discussions, and the employee so requests, the employee's nominated workplace representative must arrange a conference to be attended by such employee's nominated workplace representative and by senior management and such other representatives as the management decides.
- 3.2.8 At any stage in the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time frame as agreed between the parties.
- 3.2.9 If there is undue delay by any party in responding to the matter, the party complaining of the delay may take the matter to a higher level under these procedures.
- 3.2.10 It is the intention of all parties to this agreement to co-operate fully with their respective representatives, so as to enable the timely and effective operation of these procedures.
- 3.2.11 Nothing in this procedure prevents the parties from agreeing to an alternative disputes procedure at any stage.
- 3.2.12 Wherever possible matters affecting the workforce will be discussed through Consultative Arrangements convened on an as needed basis.

- 3.2.13 Where the grievance or dispute cannot be resolved through the Consultative Arrangements, the parties will meet and confer and attempt to agree on an independent conciliator, mediator, or arbitrator to assist in the resolution of the matter.
- 3.2.14 Where the parties agree on an independent conciliator or mediator or arbitrator, such person is empowered to take steps to assist the parties to agree upon a resolution of the matter. During this process all parties will abide by any recommendations made by the independent person. Under this procedure, the agreed independent person is empowered, as a last resort, to arbitrate a resolution to the dispute.
- 3.2.15 In the event that the parties cannot agree upon an independent conciliator, mediator or arbitrator, then any party to this Agreement, or employees covered by this Agreement may refer the matter to the Australian Industrial Relations Commission ("AIRC").

The AIRC is empowered to conciliate, or as a last resort, and subject to jurisdiction under the prevailing legislation, arbitrate a resolution to the dispute. All parties must abide by any recommendations issued by the AIRC under this procedure.

SCHEDULE A

Australian Fair Pay and Conditions Standards

The following Australian Fair Pay and Conditions standards are incorporated as terms of this Agreement.

B.1 Part 7 Division 2 Wages

S.208 (The minimum rates of pay will be no less than the preserved APCS' derived from the pre-reform wage instrument – viz – the Clerks (SA) Award as at March 27, 2006).

B.2 Part 7 Division 3 Maximum Ordinary Hours of Work

S.226(1) (a) (i) and S.226(1) (b) – (The employee must not be required or requested to work more than 38 hours per week or “reasonable additional hours”)

S.226 (2) – (Calculating number of hours worked)

S.226 (3) - (Start of averaging period)

S.226 (4) – (Reasonable additional hours)

B.3 Part 7 Division 4 Annual Leave

S.234 – Annual leave accrual, crediting and accumulation rules.

S.235 – Annual leave – payment rules.

S.236 (1) (2) (3) and (4)

B.4 Part 7 Division 5 – Personal Leave

S.244 – Meaning of personal/carer's leave

S.246 (4) and (5) - Crediting and Accumulation

S.247 – Payment rule

B.5 Part 7 Division 5 – Subdivision E – Guarantee of Compassionate Leave

S.257 – Guarantee of Compassionate Leave

S.258 – Taking of Compassionate Leave

S.259 – Compassionate Leave – Payment Rate

B.6 Part 7 Division 6 – Parental Leave

S.268 – Transfer to a safe job

S.280 – Return to work – maternity leave

SCHEDULE B
Operative date 1 July 2006

Wage Rates

Rates	Current Min Fortnight Base Rate	Current Casual hourly Rate	3% increase Payable first full pay period on or after 1/7/06	3% increase Casual Rate On or after ffpp After 1/7/06
Grade 2				
Level 3	1177.47	18.5916	1212.79	19.1493
Level 4	1208.22	19.0772	1244.47	19.6495
Level 5	1239.00	19.5632	1276.17	20.1501
Grade 3				
Level 1	1239.00	19.5632	1276.17	20.1501
Level 2	1269.77	20.0490	1307.86	20.6504
Level 3	1300.55	20.5350	1339.56	21.1510
Level 4	1331.32	21.0208	1371.26	21.6515
Level 5	1362.09	21.5067	1402.96	22.1519
Grade 4				
Level 1	1362.09	21.5067	1402.96	22.1519
Level 2	1435.47	22.6653	1478.53	23.3453
Level 3	1508.85	23.8239	1554.11	24.5386
Level 4	1583.42	25.0014	1630.92	25.7514
Level 5	1657.98	26.1787	1707.72	26.9640
Grade 5				
Level 1	1657.98	26.1787	1707.72	26.9640
Level 2	1744.38	27.5428	1796.71	28.3691
Level 3	1830.78	28.9071	1885.71	29.7743
Level 4	1916.00	30.2527	1973.48	31.1603
Level 5	2001.22	31.5982	2061.26	32.5462

SCHEDULE B
Operative date 1 July 2007

Wage Rates

Rates	Current Min Fortnight Base Rate	Current Casual hourly Rate	3% increase Payable first full pay period on or after 1/7/07	3% increase Casual Rate On or after ffpp After 1/7/07
Grade 2				
Level 3	1212.79	19.1493	1249.17	19.7238
Level 4	1244.47	19.6495	1281.80	20.2390
Level 5	1276.17	20.1501	1314.46	20.7546
Grade 3				
Level 1	1276.17	20.1501	1314.46	20.7546
Level 2	1307.86	20.6504	1347.10	21.2699
Level 3	1339.56	21.1510	1379.75	21.7855
Level 4	1371.26	21.6515	1412.40	22.3010
Level 5	1402.96	22.1519	1445.04	22.8165
Grade 4				
Level 1	1402.96	22.1519	1445.04	22.8165
Level 2	1478.53	23.3453	1522.89	24.0456
Level 3	1554.11	24.5386	1600.74	25.2748
Level 4	1630.92	25.7514	1679.85	26.5239
Level 5	1707.72	26.9640	1758.95	27.7730
Grade 5				
Level 1	1707.72	26.9640	1758.95	27.7730
Level 2	1796.71	28.3691	1850.61	29.2202
Level 3	1885.71	29.7743	1942.28	30.6676
Level 4	1973.48	31.1603	2032.69	32.0951
Level 5	2061.26	32.5462	2123.10	33.5226

SCHEDULE B
Operative date 1 July 2008

Wage Rates

Rates	Current Min Fortnight Base Rate	Current Casual hourly Rate	3% increase Payable first full pay period on or after 1/7/08	3% increase Casual Rate On or after ffpp After 1/7/08
Grade 2				
Level 3	1249.17	19.7238	1286.65	20.3155
Level 4	1281.80	20.2390	1320.26	20.8462
Level 5	1314.46	20.7546	1353.89	21.3772
Grade 3				
Level 1	1314.46	20.7546	1353.89	21.3772
Level 2	1347.10	21.2699	1387.51	21.9080
Level 3	1379.75	21.7855	1421.14	22.4391
Level 4	1412.40	22.3010	1454.77	22.9700
Level 5	1445.04	22.8165	1488.40	23.5010
Grade 4				
Level 1	1445.04	22.8165	1488.40	23.5010
Level 2	1522.89	24.0456	1568.58	24.7670
Level 3	1600.74	25.2748	1648.76	26.0330
Level 4	1679.85	26.5239	1730.25	27.3197
Level 5	1758.95	27.7730	1811.72	28.6062
Grade 5				
Level 1	1758.95	27.7730	1811.72	28.6062
Level 2	1850.61	29.2202	1906.13	30.0968
Level 3	1942.28	30.6676	2000.55	31.5876
Level 4	2032.69	32.0951	2093.67	33.0579
Level 5	2123.10	33.5226	2186.79	34.5283

SCHEDULE C: CLASSIFICATION OF EMPLOYEES

Classification within this structure will be determined by the level of competency and skill that is required not the duties per se.

Progression through incremental levels

A full time employee will move to the next increment level of the Grade to which they are appointed on completion of 12 months service at the current increment level. Incremental progression for part time and casual employees will be after 1400 hours provided this does not occur sooner than 12 months.

Incremental progression for all employees will be subject to satisfactory service in the previous 12 months, as determined through performance appraisal."

Junior rates

Employees under the age of 20 who are employed at Grade 2 will be paid a pro rata rate according to the following percentages:

16 years or under	60%
17 years or under	70%
18 years or under	80%
19 years or under	90%
20 years or under	100%

No junior rates will apply to any other grade.

GRADE 2

Characteristics of the grade

Employees at this grade undertake routine activities, which require the practical application of basic skills and techniques.

General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Work is performed under direction using established practices, procedures and instructions. Problems can usually be resolved by reference to established practices, procedures, and instructions or by reference to the supervisor.

Employees at this grade may be responsible and accountable for their own work within established routines, methods and procedures and may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same or lower classifications.

Typical duties/skills/responsibilities

- Reception/switchboard, e.g. directing telephone callers to appropriate staff, provide routine information, relaying internal information and greeting of visitors
- Maintenance of basic records, receipting and data input
- Filing, collating, photocopying, operation of common office equipment
- Handling or distributing mail including messenger service
- Recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc
- Processing of sales and/or visa/cheque payments, counter assistance
- Picking, packing and despatch of stock to meet orders
- Receiving stock and counting stock

GRADE 3**Characteristics of the grade**

Employees at this grade have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

They are responsible and accountable for their own work, which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require employees to exercise limited judgement and initiative within the range of their skills and knowledge. In addition, employees may be required to assist senior workers with specific projects.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower grade and/or provide assistance to less experienced employees at the same grade.

Typical duties/skills/responsibilities

- Perform elementary tasks within the organisation requiring knowledge of established work practices relevant to the work area e.g. reception/switchboard duties as in grade 2 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and the use of interpersonal skills are a key aspect of the position
- provide general advice and information on the organisation's products and services e.g. front counter/telephone
- assist senior employees in the preparation, implementation and evaluation of special programmes or courses at an elementary level
- operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, Dictaphone equipment, typewriter
- word processing eg the use of a word processing software package to created, format, edit, correct, print and save text documents eg standard correspondence and business documents
- stenography
- copy typing and audio typing
- maintenance of records including initial processing and recording relating to the following:
 - reconciliation of accounts to balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters
- computer application involving use of a software package which may include one or more of the following functions:
 - spreadsheet or worksheet
 - graphics
 - accounting/payroll file
 - following standard procedures and using existing fields of information within a data base
- arrange travel bookings and itineraries, make appointments, organise internal meetings on behalf of executives, screen telephone calls

GRADE 4**Characteristics of the grade**

Employees at this grade will be required to perform basic administrative functions associated with their specialist skill area and non-routine tasks eg retail management, accounting, computing, special project work, course design or research. Instructing in First Aid to the level of Occupational First Aid, Advanced CPR and Advanced First Aid is also a feature.

Work at this grade will involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience.

Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in the application of existing work procedures. Employees will be responsible for managing and planning their own work.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require allocation of duties) to employees in lower grades and would be able to train such employees by means of personal instruction and demonstration.

Typical duties/skills/responsibilities

- Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger
- provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills
- apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - create new files and records
 - maintain computer based records management systems
 - identify and extract information from internal and external sources
 - use of advanced word processing/publishing/keyboard functions
- application of specialist terminology and technical knowledge
- prepare special programmes or first aid courses requiring specialist technical knowledge
- teach first aid courses as required
- implement and manage quality control systems within the organisation or a particular section of the organisation
- undertake interviewing and selection processes for volunteers
- manage the activities of volunteers within community based programmes

* NOTE: These typical duties/skills may be either at grade 4 or grade 5 dependent on the characteristics of that particular grade.

GRADE 5**Characteristics of the grade**

Employees at this grade will be required to have specialist knowledge in their particular field, which has been gained through qualification and/or considerable experience. eg accounting, computer systems management. They will be required to perform complex administrative tasks within the guidelines provided. They will require only limited guidance or direction and would normally report to more senior staff as required,

Employees at this grade may supervise employees in lower grades in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems. They are also able to train employees in Grades 1 - 4 by personal instruction and demonstration.

Typical duties/skills/responsibilities

- able to prepare financial/tax schedules, calculate costing and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance
- advise on/provide information on the following:
 - employment conditions
 - workers compensation procedures and regulations
 - superannuation entitlements, procedures and regulations
- Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - create new files and records
 - maintain computer based records management systems
 - identify and extract information from internal and external sources
 - use of advanced word processing/publishing/keyboard functions

* NOTE: These typical duties/skills may be either at grade 4 or grade 5 dependent on the characteristics of that particular grade.

SIGNED on behalf of:
Employees of St John Ambulance Australia
South Australia Inc

SIGNATURE

PRINT NAME AND TITLE

In the presence of:

SIGNATURE OF WITNESS

PRINT NAME

Date

SIGNED on behalf of:
NAME OF EMPLOYER

SIGNATURE

PRINT NAME AND TITLE

In the presence of:

SIGNATURE OF WITNESS

PRINT NAME

Date