

## **Know your Rights: Analysing a clause**

HERE'S A HANDY little framework for Delegates and Members to follow when reading and applying their award or agreement is below. Ask three questions:

1. What right or benefit does the clause provide?
2. What do you have to be to qualify?
3. What do you have to do to be eligible?

For example, say you're having a discussion with Members about their eligibility for the First Aid Certificate Allowance in the Tasmanian State Service Award.

### **What the clause says:**

(a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate Level 2, HLTF301B, National Training Package, or an equivalent certificate, is to be paid an allowance of \$731.00 per annum.

(b) Where the employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as Workplace Certificate Level 2, HLTF301B, National Training Package.

(c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in paragraph (b) of this subclause providing the employer still requires the employee to perform such duties.

Using the three questions:

1. The right or benefit is to be paid an allowance of \$731.00 per annum.
2. To qualify, you must be an employee (permanent or fixed term), who holds a certificate of the type referred to in the clause.
3. To be eligible, you must be nominated by your employer. Also, your employer must fund the obtaining and keeping current of your certificates and provide time off for that if they so nominate you.

If you apply this framework and ask these key questions, or help Members to do so then you can make sure we are protecting the conditions we worked so hard to secure. For support contact our Member Advice and Support Team.