



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John Ambulance Western Australia Ltd
(AG2018/6884)

ST JOHN AMBULANCE WESTERN AUSTRALIA LTD AMBULANCE OFFICERS' / PARAMEDICS ENTERPRISE AGREEMENT 2018

Ambulance and patient transport

DEPUTY PRESIDENT BEAUMONT

PERTH, 26 MARCH 2019

Application for approval of the St John Ambulance Western Australia Ltd Ambulance Officers'/Paramedics Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *St John Ambulance Western Australia Ltd Ambulance Officers'/Paramedics Enterprise Agreement 2018* (the **Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). It has been made by St John Ambulance Western Australia Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 as are relevant to this application for approval have been met.

[4] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Employer. No objection was raised.

[5] United Voice (WA Branch) (the **organisation**), 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), and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 26 March 2019 and, in accordance with s 54, will operate from 2 April 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/6884

Applicant:
St John Ambulance Western Australia Ltd

Undertaking- section 190

I, **Rene Anderson, Employee Relations Manager** of **St John Ambulance Western Australia Ltd** give the following undertakings with respect to the St John Ambulance Western Australia Ltd Ambulance Officers'/Paramedics Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by St John Ambulance Western Australia Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. St John undertakes to ensure that the Personal Leave provided as per Clause 29.2 will be no less than that provided for in the NES.
3. St John undertakes to ensure that the Compassionate Leave provided in Clause 29.6 will be no less than the 2 days compassionate leave provided for in the NES.
4. St John undertakes to only employ casual employees in AP1, AP2 and AP3 classifications.
5. St John undertakes to pay casual employees engaged to work a Public Holiday a 45% casual loading on the hourly base rate of pay of the appropriate classification as set out in Appendix 1 of the Agreement.
6. St John undertakes to allow eligible casual employees (excluding multi-hire employees) the right to request casual conversion in accordance with clause 10.6 of the Ambulance and Patient Transport Industry Award 2010.
7. St John undertakes to ensure that where a deduction is made in accordance with Clause 18.12, it will be as permitted by law.

Employer name: St John Ambulance Western Australia Ltd

Authority to sign: Rene Anderson

Signature: 

Date: 19.3.19



**ST JOHN AMBULANCE
WESTERN AUSTRALIA LTD**

**AMBULANCE OFFICERS' / PARAMEDICS
ENTERPRISE AGREEMENT 2018**

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

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1 AGREEMENT TITLE

This Agreement is to be known as the St John Ambulance Western Australia Ltd Ambulance Officers' / Paramedics Enterprise Agreement 2018.

2 AIMS AND OBJECTIVES OF THE AGREEMENT

This Agreement is intended to consolidate on previous initiatives and reflects St John's ongoing commitment to establishing a strong and lasting working relationship with its employees.

As such, the primary objectives of this Agreement are to:

- (a) create and maintain a workplace environment that values and enables employees to achieve their goals;
- (b) maximise the opportunity for St John and its employees to improve training, professionalism, career path progression, efficiency and performance in the provision of ambulance services;
- (c) develop workplace procedures that contribute to delivering the highest standards of productivity and service to its clients and the public;
- (d) provide high standards of workplace safety and equality of employment opportunity; and
- (e) create a workplace free of discrimination, harassment and vilification.

3 DEFINITIONS

| | |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement | means this Agreement, known as the St John Ambulance Western Australia Ltd Ambulance Officers' / Paramedics Enterprise Agreement 2018. |
| Allocated Position | means an entitlement to a position on a vehicle at a metropolitan Station (formerly known as a "Permanent Position"). |
| Ambulance Officer | means an employee who has obtained the qualification requirements of an Ambulance Officer as outlined in clause 9 of this Agreement. |
| Ambulance Paramedic | means an employee who has obtained the qualification requirements of an Ambulance Paramedic as outlined in clause 9 of this Agreement. |
| Approved Leave | means a period of leave approved and taken in accordance with this Agreement. |
| ASL | means the Ambulance Sequence List. |
| Classification | means any one of the classifications set out in Appendix 1 of this Agreement. |
| Consultative Committee | means the committee established under clause 6 . |

| | |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract Paramedic | means a Registered Paramedic engaged by St John to provide paramedic and/or first aid services to a third party under a commercial contract. |
| Country Location | means a location as determined by St John |
| CPHC | means College of Pre Hospital Care run by St John. |
| De Facto Spouse | means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes). |
| Extension Overtime | means time which is worked as an extension of the employee's rostered shift. |
| Fair Work | means Fair Work Commission, as established under the Fair Work Act. |
| Fair Work Act | means the <i>Fair Work Act 2009</i> (Cth) as amended or replaced. |
| Home Station | means the closest station to an employee's home to which they could be rostered to work. |
| Immediate Family | means: <ul style="list-style-type: none"> (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. |
| Leave Entitlement | means leave which is fully accrued and can be taken when approved by St John. |
| Leave Roster | means a block of leave allocated to each eligible employee by St John. |
| Mentoring Period | means a period of time as assessed by the CPHC that an employee has to work with a mentor. |
| Ordinary Time | means the base rate of pay plus shift penalties and relevant shift allowances. |
| Parties | means those parties listed in clause 4.2 of this Agreement. |
| Permanent Shift | has the meaning given by the clause 26.4(b) of this Agreement. |
| Preferred Position | means a position at a Station at which the employee has requested an Allocated Position. |

| | |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preferred Station | means a Station at which the employee has requested an Allocated Position. |
| Primary Care Giver | means a person who has 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. |
| Registered Paramedic | means an individual who holds a current registration with the Paramedicine Board of Australia and is included on the public register of paramedicine practitioners. |
| Rostered Station | means the Station at which an employee is rostered to work. |
| Service Sequence Number | means a number that is assigned to an employee on commencement of employment. This number is separate to the employee's personal file number. |
| Secondment | The temporary transfer of an employee from their primary position to an alternative position with the mutual agreement of St John and the employee. |
| Spouse | includes a former spouse, De Facto Spouse or a former De Facto Spouse. |
| Station | means a work location with operational ambulance vehicles assigned to it within the metropolitan region (as defined by St John). |
| St John | means St John Ambulance Western Australia Ltd. |
| Union | means United Voice. |
| Weekly Base Rate of Pay | means the weekly pay calculated from the hourly rate multiplied by 38. |

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 1 July 2018 as provided in Appendix 1.
- (c) The Agreement will have a nominal expiry date of 3 years from 1 July 2018. Therefore, the Agreement will expire on 30 June 2021.
- (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 Enterprise 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 his or her 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 or 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 7.1(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;

- (ii) provide to the affected employees and/or their nominated representative(s), if any, any requested information regarding the change, which may be written information, 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:
 - (iii) the likely effect on employees;
 - (iv) any measures to avoid or minimise adverse effects on the employees;
 - (v) any general matters raised in relation to the change and specific matters, where requested by the employees; and
 - (vi) 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; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (c) Nothing in this **clause 7** will prevent St John from implementing the change once it has complied with its obligations under this **clause 7**.
- (d) If St John proposes to make a major change that:
- (i) does not relate to a matter referred to in **clause 7.1(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 7.1(a)(i) – (iii)** above.
- (e) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (f) St John must provide information in writing to the affected employee and their representative (if any), as soon as practicable after a definite decision has been made about:
- (i) the nature of the changes;
 - (ii) effects the changes are likely to have on employees, and
 - (iii) measures to prevent or reduce the adverse effects of such changes on employees.

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 and their representative (if any) 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 CONTRACT OF EMPLOYMENT

8.1 General

- (a) Employees can be employed on a full-time, part-time, 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 weekly base rate of pay.

8.2 Probation

- (a) A new employee's employment is subject to a 3 month probationary period, with the exception of Student Ambulance Officers who require a 6 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.

9 PROGRESSION

9.1 Paramedic Progression

- (a) The following requirements must be met in order for an employee to be appointed at the relevant classification:
 - (i) Student Ambulance Officer - entry level for an Ambulance Officer having successfully completed the pre-employment course and been appointed to St John.
 - (ii) Ambulance Officer Grade 1 - after 12 months' at Student Ambulance Officer level and having successfully completed the theoretical and practical components of the second year of the Paramedical Science Degree.

- (iii) Ambulance Officer Grade 2 - after 12 months' at Ambulance Officer Grade 1 and having successfully completed the theoretical and practical components of the third year of the Paramedical Science Degree.
 - (iv) Ambulance Paramedic 1 (AP1) - up to 12 months' at Ambulance Officer Grade 2 and on successful completion of the theoretical and practical components of the Paramedical Science Degree.
 - (v) Ambulance Paramedic 2 (AP2) - after the completion of 3 years' as an AP1.
 - (vi) Ambulance Paramedic 3 (AP3) - after 4 years' as an AP2.
- (b) St John may vary the progression and/or appointment of an employee to any classification based on his or her experience and qualifications.
 - (c) Payment of Ambulance Officer Grades on progression, shall apply from the first pay period following promotion to that rank or sooner at St John's discretion.
 - (d) If an employee's employment terminates with St John and the employee is re-employed by St John within 2 years, the employee will be re-employed at the equivalent classification, as provided in **clause 9.1(a)** above, as he or she was previously employed.
 - (e) If an employee's employment terminates with St John and the employee is re-employed by St John more than 2 years later, the employee will be re-employed at a classification as determined by St John.
 - (f) Despite **clause 9.1(a)** above, if an employee is employed by St John and the employee has previous relevant experience and/or qualifications, St John will determine the employee's classification, provided the employee is able to provide relevant documentation to substantiate the experience or qualifications.

9.2 Continuing Education Program

- (a) Employees must successfully complete training as required by St John as part of the Continuing Education Program (**CEP**).
- (b) Training will be scheduled by St John and employees will be required to attend a minimum of 4 days over a period of 24 months.
- (c) Where possible training will be scheduled during normal working hours or as otherwise agreed between St John and the employee.
- (d) Training content will be developed to ensure that relevant skills and knowledge are maintained and / or enhanced as determined by St John. Non-clinical components of the scheduled CEP will not exceed 20% of total training time allocated.
- (e) The length of each training session will be 10 hours.
- (f) Training will be tailored to ensure that relevant skills and knowledge are refreshed. To assist in this process, St John will seek information from a range of staff and areas, including:
 - (i) Ambulance Officers/Paramedics;
 - (ii) The CPHC;
 - (iii) Clinical Services Director; and
 - (iv) Ambulance Service Director.

- (g) It is the intention that the training will achieve the following:
 - (i) maintain knowledge and skills to an optimum level;
 - (ii) update staff on new skills and practices;
 - (iii) update staff on Clinical Practice Guidelines and Skill Manual changes; and
 - (iv) give an opportunity for staff to make training suggestions, and discuss any concerns they have in their role.
- (h) Country employees may be required to undertake training as part of the CEP at his or her Sub-Centre or in Perth at the discretion of St John.

10 CASUAL

- (a) Only employees in classifications AP1 and above may be employed as a casual employee.
- (b) A casual employee will receive 25% casual loading on the hourly base rate of pay of the appropriate classification as set out in Appendix 1 of this Agreement.
- (c) A casual employee will receive a minimum of 3 hours per shift at the hourly rate for the applicable classification.
- (d) Superannuation contributions will be made on the ordinary earnings of the casual employee, including the casual loading.
- (e) Casual employees are not entitled to any form of paid leave, redundancy pay or paid public holidays. This clause overrides any inconsistent clause in this Agreement.
- (f) Casual Ambulance Paramedics must complete at least 84 hours work per year plus training as part of the Continuing Education Program and on-road training component, appropriate to the needs of each individual.
- (g) Either the casual employee or St John may terminate the employee's employment by giving 1 hour's notice or other notice as agreed. St John may elect to pay the employee 1 hour in lieu of notice.

11 PART-TIME

- (a) A part-time employee means an employee who is engaged to regularly work less than full-time ordinary hours.
- (b) Subject to legislative requirements, St John may offer part-time positions to any classification as operationally required.
- (c) St John will provide part-time employees with written confirmation of a regular pattern of work, specifying the following:
 - (i) the hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times each day.
- (d) A part-time employee shall receive payment for wages, annual leave, compassionate leave, personal/carer's leave and long service leave on a pro rata basis.

- (e) Part-time employees will be paid in accordance with the hourly rates of the relevant classification as set out in Appendix 1 of this Agreement.
- (f) Unless otherwise provided in this Agreement, a part-time employee shall receive the allowances described in **clause 18** on a pro rata basis.
- (g) The ordinary hours of work for a part-time employee may vary between a minimum of 10 hours and a maximum of 76 hours in any fortnight.
- (h) Part-time employees shall be paid overtime rates of double time as follows:
 - (i) in excess of 76 hours per pay fortnight; and
 - (ii) when working Extension Overtime; and
 - (iii) Immediate Call Back overtime.
- (i) If a part-time employee works additional hours, which is not Extension Overtime or Immediate Call Back overtime, up to 76 hours in a fortnight, they will be paid at ordinary time.
- (j) Travel allowance will be paid in accordance with **clause 18** of this Agreement.

12 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, with the employee being engaged and paid as a casual.
- (f) The rate of pay for multi-hire will be the appropriate casual rate for the position engaged.
- (g) While engaged in a multi-hire arrangement as a casual employee, **clause 10** 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.

13 MANAGERS ON ROAD

- (a) The Parties acknowledge the desirability of Managers to maintain his or her "on-road" skills.
- (b) Subject to **clause 13(d)** below, with the approval of St John, any employee may work with a manager as part of an operational crew. The manager must be qualified as an Ambulance Paramedic and can work on any shift or roster as agreed between St John and the employee.
- (c) Any person performing work in accordance with this **clause 13** is not working in a secondary classification under **clause 12** of this Agreement.
- (d) An employee may only work with a manager on-road as part of an operational crew on a voluntary basis.
- (e) No employee will be displaced from the operational crew where the manager is working on-road, without agreement.
- (f) Employees will only work with managers who have completed at least 84 hours work per year plus training as part of the Continuing Education Program and on-road training component, appropriate to the needs of each individual.

14 JOB SHARE

- (a) In line with organisational needs, St John will not unreasonably refuse 2 employees to job share 1 equivalent full-time position subject to the following:
 - (i) any legislative requirements, all qualified Ambulance Paramedic classifications may be job shared;
 - (ii) only 1 job share employee in a pair may hold an Allocated Position, and that Allocated Position will remain with the original employee who holds the allocation;
 - (iii) each job sharing employee will work a 50% share of one of the following rosters:
 - (iii) 2, 2, 4 Roster, in the form of 1 day shift and 1 night shift; or
 - (iv) 4x4 Roster, in the form of 1 early shift and 1 late shift; or
 - (v) any other roster or shift arrangement which St John may offer;
 - (iv) each employee will be paid 50% of the ordinary time earnings and 50% of the relevant allowances (unless otherwise provided in this Agreement) of the full-time equivalent position;
 - (v) each employee applying to work in a job sharing arrangement must arrange their own job share partner;
 - (vi) each employee applying to work in a job sharing arrangement must submit a written application to St John at the same time for consideration;
 - (vii) the same annual leave block will be allocated by St John to both job share employees. However St John may approve different leave periods upon request from the employee(s);

- (viii) annual leave, long service leave and personal/carer's leave will accrue at a pro-rata rate of the full-time equivalent position;
 - (ix) with the approval of St John and at the initiative of an individual job share employee or a job share pair, 1 job share employee or a job share pair may be seconded into other work duties (for example, country relief, CPHC secondment, Industrial Paramedic service contract);
 - (x) if 1 job share employee is absent from work for less than 16 weeks for any reason the remaining partner will continue on job share pay, conditions, shift and individual roster patterns;
 - (xi) any job share employee or pair with an allocated position may be rostered away from his or her allocated position for up to a total of 16 weeks in any calendar year; and
 - (xii) subject to **clause 14(e)**, should 1 job share employee end the job share arrangement, the remaining job share employee may continue on job share pay and conditions until he or she finds another approved job share partner. If a replacement partner is not found within 8 weeks the remaining job share employee may be rostered with another single job share employee or as a spare on any shift.
- (b) An employee who wishes to submit an application to enter into a job share arrangement must include in their application the tenure for such arrangement, being either permanent or for a specified term. St John will confirm with the employee (prior to entering into the job share arrangement) the duration for which the arrangement has been accepted.
 - (c) St John will facilitate job share partner matching by maintaining and making available to all employees a database of employees interested in job sharing and their preferred geographic area.
 - (d) Travel allowance will apply in accordance with the terms outlined in **clause 18** of this Agreement. For the purpose of travel allowance, the one Allocated Position will apply to both employees.
 - (e) If an employee is without a job share partner for more than 16 weeks for any reason:
 - (i) the remaining employee without a partner may be rostered as a spare officer for a combined time exceeding 16 weeks in any calendar year, where operationally required; or
 - (ii) St John is able to roster that employee with another single job share employee, to work on another shift or roster; or
 - (iii) the remaining employee may make a written request to work full-time to cover their partner's absence, if approved by St John the additional hours will be paid at ordinary time.
 - (f) Individual shift patterns will be agreed between the job sharing pair and approved by St John, however if the pair is unable to agree, St John will allocate the individual shift patterns.
 - (g) Job share employees shall be paid ordinary time when working any hours in addition to the ordinary job share hours up to full time hours and will accrue appropriate leave.

- (h) Extension overtime worked at the completion of an employee's rostered shift and Immediate Call Back overtime will be paid at double time.
- (i) If an employee intends to terminate or vary a job sharing arrangement a written application to St John must be made. The termination or variation of the arrangement will take effect within a period of up to 12 weeks from the date the application is received by St John.

15 CONTRACT PARAMEDICS

St John may employ Registered Paramedics who are not qualified as a St John Ambulance Officer or Ambulance Paramedic to work as a Contract Paramedic in roles not covered by this Agreement. The Contract Paramedic will provide services to third parties such as industrial site and special event operators under a commercial agreement. The terms and conditions for a Contract Paramedic are not covered by this Agreement. A Contract Paramedic who is not currently employed as an Ambulance Officer or Ambulance Paramedic may only be offered employment in those roles after completing the required training and obtaining the necessary qualifications in accordance with **clause 9.1(a)**, unless the individual can demonstrate on road experience at a recognised jurisdictional ambulance service of which they were employed by, in these circumstances **clause 9.1** will apply.

A St John Ambulance Officer or Ambulance Paramedic may accept an opportunity to work for St John as a Contract Paramedic. Where a St John Ambulance Officer or Ambulance Paramedic is performing work as a Contract Paramedic, their terms and conditions will be specified in a written agreement. The terms and conditions of this Agreement do not cover the work performed as a Contract Paramedic.

A St John Ambulance Officer or Ambulance Paramedic who accepts a Contract Paramedic role may (where agreed with St John) continue to be rostered as an Ambulance Officer or Ambulance Paramedic in a classification covered by this Agreement. Where an employee is rostered as an Ambulance Officer or Ambulance Paramedic, the terms and conditions of this Agreement will apply to those shifts.

16 CRITICAL CARE PARAMEDICS (CCP)

16.1 Appointment

- (a) Critical Care Paramedic appointments will be subject to St John holding the contract to provide Critical Care Services and the employee continuing to maintain the minimum requirements of the role. Should the contract terminate employees appointed as Critical Care Paramedics will return to their Primary Position.
- (b) If an employee is appointed as a Critical Care Paramedic, the employee:
 - (i) will be paid as a Critical Care Paramedic, as set out in Appendix 1;
 - (ii) is expected to mentor and assess other employees as required by St John;
 - (iii) will be paid the Helicopter Flight Allowance as set out in **clause 18.8** of this Agreement; and
 - (iv) is not entitled to and shall not be paid the On Road Tutor/Mentoring Allowance set out in **clause 18.6** of this Agreement unless tutoring a Student Ambulance Officer.

- (v) St John will endeavour to ensure Critical Care Paramedics receive a minimum of 3 x 8 weeks per year of active operational duty on the helicopter.

16.2 CCPs Working in Country Locations

- (a) Critical Care Paramedics appointed to a country location will receive allowances in accordance with **clause 18**.
- (b) An appointment at a country location will be determined by St John and will be categorised as either:
 - (i) Permanent – if the employee is appointed to a country location on an ongoing basis, subject to St John holding the contract to provide Critical Care Services at that country location; or
 - (ii) Posting; or
 - (iii) Relief.
- (c) In the event that St John no longer provide Critical Care Services at that country location, they will return to their Primary Position in the Metropolitan Region.

16.3 Critical Care Roster

- (a) The roster will be aligned to a 2,2,4 roster in accordance with **clause 26.2**, but start times may be varied at each base to coincide with the flight crew roster.
- (b) Rostering arrangements at a base will be determined by St John after consultation with the employees at that location and (if requested by the employees) the employees' representative and in accordance with clause 7 of this Agreement.
- (c) Employees working at each location will be required to follow the determined shift pattern at that location.

16.4 Other Duties

- (a) An employee appointed as a Critical Care Paramedic will be required to perform the following specific roles as determined by St John when they are not rostered to work on the helicopter:
 - (i) CPHC
 - (ii) Inter hospital patient transfers
 - (iii) Clinical Support Paramedic (CSP) on-road (on-road paramedic skill set)
 - (iv) Ambulance Paramedic
 - (v) Country Paramedic roles, including but not limited to, Ambulance Paramedic, Station Manager, Community Paramedic.
- (b) An employee appointed as a Critical Care Paramedic may perform a role in the State Operations Centre (SOC), where agreed between St John and the employee.
- (c) Critical Care Paramedics only be required to perform a role as per **clause 16.4 (a)** within the same Region they are rostered to work as a Critical Care Paramedic. To clarify:
 - (i) A Critical Care Paramedic based at a Metropolitan location can be required to work at any location within the Metropolitan area;

- (ii) A Critical Care Paramedic based at a Country location can be required to perform a role at any location within that Regional area; and
- (iii) A Critical Care Paramedic may perform a role in a different Region, where agreed between St John and the employee.
- (d) Critical Care Paramedics will only receive the Helicopter Flight Allowance in **clause 18.8** for each shift they work on the helicopter.

17 RATES OF PAY & ALLOWANCES

17.1 Rates of Pay

- (a) Employees will be paid the rates of pay as set out in Appendix 1 of this Agreement.
- (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) Employees while appointed and employed in the classifications of Clinical Support Paramedic, and Critical Care Paramedic, will be paid the weekly base rate of pay for that position, even when working on-road in the role of an Ambulance Paramedic.

17.2 Allowances

Allowances within this Agreement will be increased in accordance with Appendix 2, unless specifically excluded.

17.3 Night Shift Payment

- (a) Employees who are performing work pursuant to the 2, 2, 4, roster described in **clause 26.2** of this Agreement will be entitled to receive a 'Night Shift Payment' in accordance with Appendix 2 in compensation for rostered night shifts.
- (b) The Night Shift Payment will be paid to employees who are performing work pursuant to the 2,2,4 roster (whether temporarily or permanently).
- (c) The Night Shift Payment will not be paid to employees that do not attend their rostered night shift, including all periods of personal/carers leave.
- (d) The Night Shift Payment will not be paid to employees when performing overtime.
- (e) When an employee is working in a secondment position listed in Appendix 1, and is rostered to work a night shift on a 2,2,4 roster, a Night Shift Payment will be made according to their primary classification as per Appendix 2.

18 ALLOWANCES

18.1 Travel Allowance - General

- (a) Except as otherwise provided in this Agreement, an employee is entitled to travel allowance when:
 - (i) attending Continuing Education Program courses as approved by St John; or
 - (ii) rostered to work away from his or her Home Station or Preferred Station and receives a minimum of 7 days' notice.

- (b) An employee is not entitled to travel allowance when:
 - (i) working with an on-road tutor;
 - (ii) working at his or her Allocated Position;
 - (iii) rostered to work at a Preferred Station;
 - (iv) rostered to work at their Home Station;
 - (v) the employee has given a written request to work at any location, including but not limited to, CPHC Secondments and Critical Care Paramedics; and
 - (vi) attending training for promotional purposes.
- (c) Travel allowance is paid at the rate in Appendix 2 of this Agreement for all forms of travel, subject to:
 - (i) the distances set out in the Distance Matrix; and
 - (ii) the distance calculated by the return trip distance in kilometres, from the employee's Home Station to the Rostered Station and then subtract 20 kilometres.
- (d) If an employee has 1 or more Preferred Stations, travel allowance will not be paid when rostered to any of those Preferred Stations.
- (e) If an employee is directed with at least 2 hours' notice, as described in **clause 26.16(b)** of this Agreement, before the beginning of the shift, to report to another Station, that employee must proceed to that Station in their own transport and will be paid applicable travel allowance.
- (f) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.2 Travel Allowance - Changing of Rostered Station (less than 7 days' notice)

- (a) In addition to the provisions of **clause 18.1** of this Agreement, when less than 7 calendar days' notice of change of current rostered Station is given and excess travel is involved, the employee (including employees working with an on-road tutor) shall be paid:
 - (i) a daily allowance in accordance with Appendix 2 of this Agreement, or part thereof, for each kilometre travelled in excess of the employee's current rostered Station; and
 - (ii) excess travelling time at the employee's hourly base rate of pay calculated at 1 minute per kilometre travelled in both directions.
- (b) Travelling distance and time will only be payable for 7 days, from the first shift whilst the rostered Station is changed, after which the travel allowance provision of **clause 18.1** of this Agreement will apply.
- (c) **Clauses 18.2(a)** and **18.2(b)** above do not apply to:
 - (i) part-time employees; or
 - (ii) a job share employee without a partner for more than 16 weeks pursuant to **clause 14(e)** of this Agreement.

18.3 Travel Allowance - Travel on Short Notice Overtime (Immediate Call Backs (ICB))

- (a) If St John requires an employee to work an overtime shift with less than 90 minutes' notice, the employee will be entitled to travel time of 1 hour at overtime rates in addition to actual time worked.
- (b) This entitlement will only apply once during any 3 hour minimum call out period for which the employee is paid under **clause 27(c)** of this Agreement.
- (c) In addition to **clause 18.3(a)** above, a travel allowance in accordance with Appendix 2 of this Agreement, calculated from residence/accommodation to the work location and return, by the shortest road journey may be claimed.
- (d) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.4 Travel Allowance - Mutual Exchange Duty Cover

- (a) An employee who is standing in for another employee is entitled to travel allowance as outlined in **clause 18.1** of this Agreement, subject to:
 - (i) the criteria in **clauses 18.1(b) to 18.1(e)** being applicable; and
 - (ii) the allowance paid will not be greater than the allowance to which the replaced employee would have received.
- (b) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.5 Location Allowance (Zone & Country)

In addition to any other allowances prescribed in this Agreement, an employee working in specific locations will receive an allowance in accordance with Appendix 2 of this Agreement.

18.6 On Road Tutor/Mentoring Allowance

Employees at Ambulance Paramedic classification or higher who perform the role of a tutor will be paid an allowance in accordance with Appendix 2 of this Agreement for each occasion tutoring is provided.

18.7 Overtime Meal Allowance

- (a) Subject to the provisions of this clause, an employee who is required to work more than one hour of Extension Overtime shall be paid a meal allowance in accordance with Appendix 2 of this Agreement.
- (b) Further entitlements to a meal allowance will occur after each subsequent four hour interval of Extension Overtime worked, i.e. after 5th hour, 9th hour and so forth.
- (c) For the purpose of **clauses 18.7(a)** and **18.7(b)** above, the continuity of work shall not be deemed to have been interrupted by any meal break allowed.
- (d) This clause does not apply in respect of any period of overtime where the employee has been notified on the previous day or earlier that he or she will be required to work, except where the employee is required to travel or transport vehicles from a country area to the metropolitan area, or metropolitan area to a country area, or from one country town to another.
- (e) If an employee has been given notice, as referred to in **clause 18.7(d)** above, and as a consequence of the notification provided a meal or meals, and is subsequently not required to work overtime or is required to work less

overtime than notified, the employee shall be paid the allowance for each meal provided and not required.

- (f) This clause only applies to Extension Overtime.
- (g) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.8 Helicopter Flight Allowance

- (a) A Helicopter Flight Allowance will be paid to employees classified as Critical Care Paramedic for each shift on which they work on the helicopter in accordance with Appendix 2 of this Agreement.
- (b) Critical Care Paramedic employees will not be paid travel allowance referred to in **clause 18.1** of this Agreement when they are eligible to receive the Helicopter Flight Allowance.

18.9 Urban Search and Rescue (USAR) Allowance

A USAR allowance will be paid in accordance with Appendix 2 of this Agreement, to employees who are assigned as Special Operations Officers and who maintain their currency of skill in USAR training.

18.10 Air-conditioning Allowance

Permanent Employees as per **clause 18.15(a)(i)** will be paid this allowance when required by St John to permanently reside north of the 26th parallel, and including:

- (i) Kalgoorlie; and
- (ii) Norseman.

The amount will be in accordance with Appendix 2 of this Agreement.

18.11 Uniform Allowance

If St John requires an employee to wear any special uniforms, dress, clothing or footwear, St John will reimburse the employee for the reasonable costs of purchasing this clothing or footwear, unless it is provided by St John at no cost to the employee. Where clothing is supplied without cost to the employee, it will remain the property of St John.

18.12 Driver's Licence Reimbursement

- (a) Where an employee is required for the purpose of employment to hold a driver's licence, the fee paid will be reimbursed to the employee on presentation of a receipt covering the current licensed period.
- (b) Where the licensed period is greater than a year and the employee's employment concludes prior to the license expiring, St John may deduct and retain from any final monies owing to the employee any reimbursed monies for the remaining period of the licence.

18.13 Watches / Glasses Reimbursement

- (a) St John will reimburse, up to a maximum of \$200, towards the replacement or repair of an employee's watch and/or spectacles, including prescription sunglasses, which are:
 - (i) used in the course of the employee's employment; and
 - (ii) are lost, damaged or destroyed whilst on duty.

- (b) **Clause 18.13(a)** does not apply if the item was lost, damaged or destroyed through the employee's own negligence, unless it is claimable under the *Workers' Compensation and Injury Management Act 1981 (WA)*.

18.14 Funeral Expenses

Where an employee dies due to an accident arising out of their employment or where it can be medically proven that illness resulting in death was directly associated with their employment, reasonable costs of funeral expenses shall be paid by St John.

18.15 Country Allowance - General

- (a) Employees working in the country (collectively referred to as **Country Employees**) will be categorised as either:
 - (i) Permanent - if the employee is appointed on a permanent basis at the Country Location; or
 - (ii) Posting - if the employee is appointed to work at the Country Location between 30-52 weeks; or
 - (iii) Relief - if the employee is appointed to work at the Country Location up to 30 weeks in one period.
- (b) Posting employees may, with the agreement of St John, extend his or her posting period at the Country Location. If this occurs, the employee will remain a Posting employee.

18.16 Country Allowance - Removal Expenses Reimbursement

- (a) St John will pay all reasonable removal expenses when employees are:
 - (i) on Permanent and/or Posting placement; and
 - (ii) transferring between the Metropolitan region and a Country Sub-Centre; or
 - (iii) transferring between Country Sub-Centres.

18.17 Country Allowance - Proximity Allowance

- (a) This allowance only applies to country Sub-Centres as determined by St John.
- (b) Employees will be paid this allowance, as outlined in Appendix 2 of this Agreement, subject to the employee:
 - (i) being a Permanent employee appointed to the Sub-Centre; and
 - (ii) being available for and participating in Immediate Call Backs; and
 - (iii) living within 15kms by road from the Sub-Centre; and
 - (iv) not being eligible for the "on-call" allowance as prescribed in **clause 18.19** of this Agreement.
- (c) Employees will not be paid this allowance when the Employee is on any period of long service leave.

18.18 Country Allowance - On Call Phone Allowance

- (a) Except where a mobile phone is provided, if an employee is required to be "on call" St John Ambulance will:
 - (i) pay for all costs associated with connecting a telephone to the employee's residence; and
 - (ii) pay all rental charges plus 20 percent of all calls charged.

- (b) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.19 Country Allowance - On Call Roster Allowance

- (a) An employee required to be "on call" shall:
 - (i) be required to remain contactable;
 - (ii) respond if there is a call; and
 - (iii) be entitled to a payment equivalent to 0.5% of the Student Ambulance Officer - Operations weekly base rate of pay, as prescribed in Appendix 1 of this Agreement, for each hour or part thereof the employee is rostered on call.
- (b) An employee is "on call" when rostered on the on call roster as determined by St John.
- (c) If an employee is called out for duty while on call, the employee will be paid at the rate of double time for the actual hours or part thereof on duty, but will not be entitled to be paid the on-call allowance prescribed in **clause 18.19(a)(iii)** above during this time. The employee will be paid a minimum payment of 2 hours per call but the employee will not receive additional payments for subsequent calls attended during the 2 hour period.
- (d) An employee on call is permitted to temporarily leave the Station or home provided he or she has made satisfactory arrangements for the proper carrying out of the service during the employee's absence.
- (e) An employee will be free from on-call duty every second weekend and for an average of 8 days in every period of 16 consecutive days.
- (f) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.20 Country Allowance - Country Travel Reimbursement and Allowance

- (a) Where an employee is either travelling to a Country Location for the purposes of relocating to the country or relocating back from working in the country:
 - (i) **clauses 18.1, 18.2, 18.3 and 18.4** do not apply; and
 - (ii) the employee will be reimbursed the actual fuel costs for the road journey, unless bus or air fares are provided; and
 - (iii) the employee will be paid an allowance of double time for pre-calculated journey times, dependent upon mode of travel, if the journey is undertaken on a rostered day off.
- (b) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

18.21 Country Allowance - Country Posting Rent Assistance

- (a) The maximum amount of rent that a Posting employee will pay for accommodation is \$108.24 per week. St John will be liable for the remaining cost of the agreed accommodation.
- (b) The amount in **clause 18.21(a)** above will increase by 2% on the first full pay period on or after 1 July each year of the Agreement's nominal operating period.

18.22 Country Relief Employee Expenses Allowance

- (a) A Relief employee shall be entitled to an allowance of \$233 per week upon the receipt by St John of a valid statutory declaration that the employee is “maintaining a home” prior to commencing the relief appointment, and will continue to be “maintaining a home” for the duration of the relief period.
- (b) An employee who does not provide St John with a Statutory Declaration that the employee is “maintaining a home” will not be entitled to the allowance in **clause 18.22(a)** above.
- (c) If a Relief employee is required to do work for a period of less than 1 week (7 days), then the allowance in **clause 18.22(a)** above will be paid on a proportionate basis.

18.23 Country Relief Accommodation Expenses Allowance

- (a) Relief employees working in a country Sub-Centre will be provided with paid accommodation and breakfast in a hotel, motel, or such other accommodation as agreed by St John.
- (b) A Relief employee who elects not to stay in accommodation provided by St John must provide to St John a valid Statutory Declaration that the employee is “maintaining a home” prior to commencing the relief appointment. An employee will then be entitled to receive an allowance as follows:
 - (i) \$500 per week without the production of receipts; or
 - (ii) up to \$709.83 per week upon receipt by St John of all valid tax receipts substantiating actual, relevant expenditure.
- (c) An employee who does not provide St John with a Statutory Declaration that the employee is “maintaining a home” will not be entitled to the allowance in **clause 18.23(b)** above.
- (d) If a Relief employee is required to do work for a period of less than 1 week (7 days), then the allowance set out in **clause 18.23(b)** above will be paid on a proportionate basis.

18.24 Country Allowance - Remote Location Allowance

- (a) This allowance only applies to remote locations as determined by St John.
- (b) Employees will be paid this allowance, as outlined in Appendix 2 of this Agreement, when they accept a Permanent appointment to specific locations above the 26th Parallel and including but not limited to the following:
 - (i) Kalgoorlie; and
 - (ii) Norseman.

18.25 Country Allowance - Country Training Travel Allowance

- (a) Where St John requires an employee to attend an area or town other than that Sub-Centre to which the employee is stationed (for the purposes of training or any other work-related matter), the employee will receive a nightly allowance in accordance with Appendix 2 of this Agreement.
- (b) With respect to job share and part time employees, this allowance will be paid in full to the employee who accrues it, and not pro-rated.

19 NORTH WEST DUTIES ALLOWANCE

The provisions of the North West Duties Allowance shall apply to all employees performing work at their sub-centre in Broome, Hedland, Kununurra, Karratha, and any other Country Location within the Pilbara and Kimberley Regions, as defined by the Western Australian government. The provisions of this clause do not apply to Community Paramedics.

19.1 General

The payment of the North West Duties allowance is based upon the following requirements:

- (a) On duty employees will be based at the Sub Centre and be the first to respond to any calls for work.
- (b) Employees on stand-by shall at all times:
 - (i) remain in the locality of the relevant Sub-Centre;
 - (ii) remain contactable; and
 - (iii) be available to immediately commence work if volunteer ambulance officers are not available for that period.
- (c) If additional ambulances are required, available off duty employees will be required to attend the relevant Sub-Centre and perform work when volunteer Ambulance Officers are not available.
- (d) Employees may be required to cover for employees who are absent from work on personal/carer's leave or Workers' Compensation.
- (e) Additional relief cover for an absent employee will be provided by St John when:
 - (i) the employee is absent for reasons of personal/carer's leave or Workers' Compensation; and
 - (ii) all employees other than the absent employee at the Sub-Centre have worked 4 shifts to cover the absent employee; and
 - (iii) the absence is continuous;
- (f) In addition to **clause 19.1(e)** above St John will determine when additional relief is provided, taking into consideration the individual circumstances of each sub centre.
- (g) Employees are required to support, work with and encourage the recruitment and training of Volunteer Ambulance Officers.
- (h) Employees are required to conduct 42 hours of training of Volunteer Ambulance Officers per calendar year, as directed by St John in consultation with CPHC. The 42 hours of training do not include training provided to a Volunteer Ambulance Officer as contained in **clause 20(f)**.
- (i) Employees (other than relief employees) are required to successfully complete all necessary trainer qualifications as determined by St John, with such training paid for by St John.
- (j) Employees are required to liaise with indigenous groups and organisations to promote a healthy relationship of knowledge and understanding of the services provided by St John.

- (k) An employee in receipt of the North West Duties allowance will not be entitled to the allowances provided in **clauses 18.18** and **18.19** of this Agreement.
- (l) Employees will be entitled to 1 return flight to Perth each for the employee, the employee's Spouse and any dependent children of the employee under 18 years of age. Flights cannot be cashed out and will not accumulate from year to year. For the purposes of this clause, "Spouse" does not include a former spouse.

19.2 Roster

- (a) Employees in receipt of the North West Duties Allowance will work a roster that has been approved by St John with stand-by as follows:
 - (i) a standard crew will comprise 1 employee and 1 volunteer Ambulance Officer;
 - (ii) a second employee must be on stand-by when a volunteer Ambulance Officer is not available; and
 - (iii) stand-by hours will (so far as possible) be distributed evenly between employees over the 8 week roster cycle.

19.3 Rate of Pay

- (a) Employees will be paid the rates of pay as contained in Appendix 1 of this Agreement.
- (b) Employees will be paid the North West Duties Allowance as set out in the Appendix 3 of this Agreement.
- (c) For the purposes of this clause, overtime is paid at twice the hourly rate applicable, as set out in Appendix 1 when:
 - (i) An employee is working at a public event; or
 - (ii) Employees are required to travel and attend the Continuing Education Program outside rostered hours for:
 - A. all hours rostered in attendance at the Continuing Education Program training; and
 - B. all hours of travel as determined by St John.
 - (iii) An employee is required to cover the absence of another employee who is attending training as part of the Continuing Education Program.
- (d) Claims for any additional overtime, not otherwise mentioned in this **clause 19**, must be approved by the Regional Manager or Operations Manager Country Ambulance Service prior to the overtime being worked.
- (e) In addition to any allowances that may apply in **clause 18** of this Agreement, employees working at their sub-centre in Broome, Hedland, Kununurra, Karratha, and any other Country Location within the Pilbara and Kimberley Regions, as defined by the Western Australian government are entitled to the North West Duties Allowance, as contained in Appendix 3, which is inclusive of any payment for overtime worked (unless otherwise prescribed in this clause), time on stand-by, time spent delivering training, immediate call backs, sick leave cover and overtime meal allowances.
- (f) Employees permanently appointed to a role in the North West and receiving the North West Duties Allowance at the time this Agreement becomes

operational will be eligible for the grandparenting arrangements as contained in Appendix 3 - Table 1 until 30 June 2021.

- (g) Employees who become eligible to receive the North West Duties Allowance after the operation of this Agreement will be paid the allowance in accordance with Appendix 3- Table 2.

20 WORKING WITH VOLUNTEERS

St John recognises the importance of the employees' role in ensuring the success of the country volunteer model.

- (a) Where employees are required to work with volunteers, St John will, as soon as practicable, ensure that volunteers receive volunteer driver training and have acquired a minimum set of skills. St John will ensure all volunteers working with a paramedic will have received driver training within 3 months of commencing as a volunteer.
- (b) The minimum skill set required of volunteers will be determined by St John in consultation with the Union and employee representatives.
- (c) The standard crew at a Country Location, will be as determined by St John and will generally consist of one employee and one clinical Volunteer Ambulance Officer, with the exception of Bunbury Station, where St John retains the ability, with the agreement of the employee, to form a crew with a clinical Volunteer Ambulance Officer.
- (d) An employee who is working at a Country Location is entitled to receive a 'Working with Volunteers' allowance in accordance with Appendix 2 for each shift worked by the employee which involves the employee working (for all or part of that shift) as part of a crew with a volunteer.
- (e) An employee working as part of an operational crew with a volunteer will be required to mentor, provide support and assist with skill development of that volunteer as part of the operational crew.
- (f) Employees are not required to conduct training of volunteers while part of an operational crew, other than to the volunteer who forms part of that operational crew.
- (g) An employee who is working at a Country Location (other than an employee receiving the North West Allowance) may be requested to conduct training of volunteers when not on shift. This will be subject to agreement between St John and the employee.
- (h) However, an employee is not entitled to receive the 'Working with Volunteers' payment where the employee:
 - (i) is a Community Paramedic; or
 - (ii) is performing Immediate Call Back work, unless the Immediate Call Back is required to cover a Duty Paramedic and is for a full shift with a volunteer; or
 - (iii) is performing work at a community/sport event.

21 COMMUNITY PARAMEDIC

21.1 General

Employees appointed as a Community Paramedic are required to support the assigned Sub-Centre(s) outside the Perth metropolitan area to maintain and enhance current operations as well as maximise the communities involvement in the provision of ambulance services.

21.2 Appointment

An appointment to a Community Paramedic position will be in accordance with **clause 25** of this Agreement.

21.3 Roster

- (a) An employee will work an average of 42 hours per week.
- (b) Employees will work under the following flexible rostering arrangements:
 - (i) nominal spread of hours will be between 0600 and 1800;
 - (ii) the actual hours of duty will vary to suit the requirements of the location;
 - (iii) the actual hours and the spread of hours will be determined in consultation with, and the approval of, the line manager.
- (c) The Community Paramedic Allowance as set out in Appendix 2 includes all hours spent on Standby and 6 hours per week for overtime.
- (d) Additional overtime hours worked above those set out in **clause 21.3** above, may be accrued towards time off in lieu with the approval of the line manager.

21.4 Maintenance of Clinical Skills

- (a) To maintain currency of practical clinical skills, a permanent Community Paramedic will be required to perform a minimum of 48 hours annually of skills maintenance.
- (b) Permanent Community Paramedics will have the opportunity to identify specific areas that need to be refreshed or practiced to support them to maintain their practical skills at an optimum level. Permanent Community Paramedics will be required to provide a skills maintenance plan to their line manager each year, which is subject to approval by St John. This can include the following activities:
 - (i) on road shifts, as part of a normal crew with a paramedic, to ensure relevant skills are maintained, and
 - (ii) review of specific skills or procedures in the CPHC.
- (c) Skills maintenance activities may be scheduled at a metropolitan location either immediately prior or after CEP or an alternate time subject to approval by St John. On road shifts may be worked at a career country ambulance sub-centre in their Region, if the time and location is determined to be suitable by St John.

21.5 Rate of Pay / Allowances

- (a) Employees will be paid in accordance with Appendix 1 - Rates of Pay of this Agreement.

- (b) Community Paramedics are entitled to the Community Paramedic Allowance and other relevant allowances as set out in Appendix 2.

22 COUNTRY STATION MANAGER

- (a) The Station Manager 3 (SM3) rate of pay in Appendix 1 of this Agreement shall apply to all permanent Station Managers in a country location.
- (b) Employees performing relief of a Station Manager role at a country location will be paid the SM3 rate of pay for the relief period.

23 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.

24 HEALTH ASSESSMENTS

- (a) St John may require, at its own cost, an employee to undergo a health assessment:
 - (i) as a condition of employment; or
 - (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 selected by St John from the Referral List.

- (d) The employee agrees to authorise the healthcare professional to release from the health assessment relevant information to St John to determine the employee's capacity to perform their role. 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 Director for a review of the decision.

25 SECONDMENTS

- (a) Seconded Employees may work modified rosters of an average of 42 hours per week as determined by St John. The modified rosters will be confirmed and offered at the commencement of recruitment for the secondment engagement.
- (b) The secondment period will be determined by St John in accordance with operational requirements and may be up to two (2) years (104 weeks) in duration. St John may extend a secondment engagement period, but not exceeding three years (156 weeks) in total, with the agreement of the employee based on operational requirements.
- (c) No employee will remain seconded into the same position for more than 3 years continuous service.
- (d) The secondment period will be included in the advertisement for the position.
- (e) The provisions of this clause do not apply to **clause 15**.
- (f) Employees in a secondment that commenced prior to the Agreement becoming operational and will exceed the maximum secondment period outlined in **clause 25(b)** above will be provided by St John within 4 weeks of the Agreement becoming operational, a notice period of three months (13 weeks) to six months (26 weeks) that the secondment is ending.

26 ROSTERS, SHIFTS AND HOURS OF WORK

26.1 General

- (a) The ordinary hours of work shall be an average of 38 per week plus reasonable additional hours specific to each roster.
- (b) The maximum rostered shift length of rosters will be 13 hours.
- (c) The types of rosters are:
 - (i) 2, 2, 4 Roster;
 - (ii) 4X4 Roster; and
 - (iii) other rosters as currently operating in Country Regions.
- (d) For any shift which is worked past midnight (therefore on 2 days), the day the shift commences will be considered the day worked.

- (e) Rostering arrangements in Country Locations will be determined by St John after consultation with the employees at that location and (if requested by the employees) the employees' representative and in accordance with **clause 7** of this Agreement.
- (f) Any employee in induction training will be paid the appropriate weekly base rate of pay and will work an average of 38 hours per week.

26.2 2,2,4 Roster

- (a) Subject to **clause 26.3(i)** of this Agreement, 2, 2, 4 Roster employees will work an 8 day cycle, made up of the following:
 - (i) 2 consecutive day shifts;
 - (ii) 2 consecutive night shifts, and
 - (iii) 4 days off.
- (b) The rostered shift times for permanent 224 vehicles at the time this Agreement is operational is:
 - (i) 0700 hours to 1800 hours for a day shift; and
 - (ii) 1800 hours to 0700 hours for a night shift.
- (c) The rostered shift start times for new 224 vehicles are between:
 - (i) 0700 to 0800 (day shift); and
 - (ii) 1800 to 1900 (night shift).
- (d) Employees with an allocated position on a 224 vehicle at the time this Agreement becomes operational may elect to change their start time by agreement between St John and employees that have an allocated position on the 224 vehicle at the same depot. The start times will be between:
 - (i) 0700 to 0800 (day shift); and
 - (ii) 1800 to 1900 (night shift).
- (e) The hours worked in a normal 8 day cycle are 48 in accordance with **clause 26.2(b)** above.
- (f) The paid hours of work on average in a week are:
 - (i) 38 ordinary hours; and
 - (ii) 2 hours, to be paid at time and a half; and
 - (iii) 2 hours, to be compensated as Accrued Days Off.
- (g) The 2 hours paid at time and a half as set out in **clause 26.2(f)(ii)** above, will be paid in the following way:
 - (i) 2 hours, which are included in the employees' base weekly pay; and
 - (ii) 1 hour, paid as a Shift Penalty, as set out in Appendix 1 of this Agreement.
- (h) To compensate employees for working 2 additional hours, as set out in **clause 26.2(f)(iii)** above, employees will accrue a total of 12 days (2.4 weeks) in a 12 month period (**Accrued Days Off**).
- (i) Accrued Days Off will be taken in the following way:

- (i) 10 days (2 weeks) will be taken pro rata as whole days off in conjunction with annual leave; and
- (ii) the remaining 2 days (0.4 of a week) is rolled into the base hourly rate of pay as reflected in Appendix 1 of this Agreement.
- (j) The 2 weeks per annum of Accrued Days Off will accrue on a daily basis and any balance of hours will be paid to the employee upon termination.
- (k) If an employee has taken Accrued Days Off in advance of it being credited to the employee, and the employee's employment is terminated, St John may withhold an amount equivalent to the number of hours paid in advance from any final monies owed to the employee.

26.3 Metropolitan Roster - General

- (a) **Clauses 26.3 to 26.7** apply only to employees working in the Metropolitan region.
- (b) Employees will be assigned a Home Station, in accordance with their place of residence.
- (c) Eligible employees will be placed on an Ambulance Sequence List (ASL).
- (d) For the purpose of the ASL, eligible employees means:
 - (i) Ambulance Paramedic classifications and above; and
 - (ii) employees who are directly employed holding Paramedic qualifications and have completed the required probationary and mentoring period with St John.
- (e) For the purpose of the ASL, non eligible employees are:
 - (i) all employees excluding Ambulance Paramedic classifications and above; and
 - (ii) Paramedics who are employed holding Paramedic qualifications and who are in their probationary and mentoring period with St John.
- (f) Employees whilst working in the country will not be on the ASL.
- (g) Eligible employees will be placed on the ASL subject to the following:
 - (i) the lowest Service Sequence Number being placed on the bottom of the ASL; and
 - (ii) as new employees are placed on the top of the ASL the equivalent number will be removed from the bottom of the ASL; and
 - (iii) St John will determine the minimum number of eligible employees who must remain on the ASL; and
 - (iv) employees will be selected from the top of the list.
- (h) If an employee is on a secondment, they will be exempt on the first occasion of being selected from the top of the ASL pursuant to **clause 26.3(g)(iv)** however, the employee will not be exempt if they are required a second time.
- (i) Where St John has exhausted all voluntary options, eligible employees on the ASL can be involuntarily rostered to another shift or roster for up to 8 weeks. If all available employees on the ASL have been involuntarily rostered for 8 weeks, employees may be rostered for additional periods of up to 8 weeks.

- (j) Employees who are not eligible for the ASL can be rostered to work on any shift, vehicle and any roster, subject to **clause 26.4(d)(iv)**.
- (k) Any change of roster, which was requested by the employee, will not count towards the time limitations referred to in **clause 26.3(i)** above and **clause 26.10** of this Agreement.
- (l) When an employee works another roster, or shifts outside the ordinary roster pattern, this may result in an imbalance of calendar days on or days off. If this occurs, except when employees exchange annual leave periods, St John will rectify the imbalance as soon as practicable by directing the employee:
 - (i) to work additional shifts; or
 - (ii) to take shifts off.
- (m) St John may direct an employee with a Permanent Shift to work on a different shift or roster, subject to the employee not working more than 2 consecutive night shifts and late shifts.
- (n) Should an employee's employment terminate with any outstanding imbalance of hours, St John will pay any outstanding hours and any hours owed will be deducted from final monies owed to the employee.
- (o) No employee will suffer a reduction in pay from due to a temporary shift movement from a 2, 2, 4 roster to a 4x4 roster or other roster as determined by St John, notwithstanding that less than normal hours may be worked, however, an employee will not be entitled to receive the nightshift payment set out in **clause 17.3** during any period when an employee is performing work on a 4x4 roster, whether temporarily or on a permanent basis.
- (p) Employees may be allocated a position on a vehicle on a 2, 2, 4 Roster or on the 4X4 Roster by making a Preferred Position Request, as set out in **clause 26.8** of this Agreement.
- (q) Employees with Allocated Positions are able to apply to relinquish their Allocated Positions and become rotating officers. Applications must be submitted to Rosters for approval and, if approved, will be effective after the completion of the next full roster period. Applications will not be unreasonably refused.

26.4 Metropolitan Roster - 2, 2, 4 Roster

- (a) An employee working a 2, 2, 4 Roster will work on any of the following shifts:
 - (i) Black Shift;
 - (ii) Blue Shift;
 - (iii) Red Shift; or
 - (iv) Green Shift.
- (b) The following employees will be assigned a shift, as referred to in **clause 22.4(a)** above (**Permanent Shift**):
 - (i) Paramedics who are employed holding paramedic qualifications and who have completed their probationary and mentoring period with St John; and
 - (ii) Student Ambulance Officers and Ambulance Officers who have completed their probationary and mentoring period with St John.

- (c) Permanent Shifts will be assigned prior to the completion of the next full roster period.
- (d) A Permanent Shift may be changed in the following ways:
 - (i) by agreement with St John, and the employee giving St John's Roster department a written request; or
 - (ii) by the employee being allocated a position on another shift, as set out in **clause 26.8** of this Agreement; or
 - (iii) by promotion to Station Manager and above, where St John will determine the shift as operationally required; or
 - (iv) as operationally required where the classification of the position is Student Ambulance Officer or Ambulance Officer.

26.5 Metropolitan Roster 4X4 Roster

- (a) Subject to **clause 26.3(I)** of this Agreement, employees on a 4X4 Roster will work 8 day cycles in the following pattern:
 - (i) 4 consecutive shifts, and
 - (ii) 4 days off.
- (b) An employee will be rostered to work 2 Early Shifts followed by 2 Late Shifts.
- (c) Late Shifts will be shifts with start times that are later than the commencement time of the employee's previously worked Early Shift.
- (d) All shift lengths for 4x4 vehicles will be 12 hours' duration.
- (e) Employees with an Allocated Position on a 4x4 vehicle prior to the operation of this Agreement will retain the following shift times, unless agreed between St John and the employee:
 - (i) Commence on or after 0630; and
 - (ii) Finish on or before midnight.
- (f) Employees that hold an allocated position on a 4x4 vehicle at the time this Agreement becomes operational may elect to change their span of hours by agreement between St John and all employees that hold the allocated position on the same vehicle at the same depot. The span of hours will be 0600 to 2400.
- (g) From the operation of this Agreement all new 4x4 vehicles will have a span of hours from 0600 to 2400.
- (h) Employees on a 4X4 Roster will receive all entitlements, including annual leave, superannuation and fortnightly wages, equal to a 2, 2, 4 Roster employee, with the exception of the nightshift payment provided for in **clause 17.3**, which is not payable to any employee performing work on the 4 x 4 roster.
- (i) Subject to this clause, St John may determine the roster, hours, and the allocation of positions for any 4X4 Roster.

26.6 Introduction of 27 and 47 vehicles

- (a) St John is committed to the permanent placement of ambulance resources, however it is required to retain discretion and flexibility over the placement of the resources to ensure response times are met and patient outcomes are optimized.

- (b) As soon as it is evident that a 27 or 47 vehicle is required permanently in a specific location, St John will permanently place the vehicle at that specific location.
- (c) St John will review all 27 and 47 vehicles every 12 months, to assess whether they should be placed at a specific location permanently.
- (d) The decision to make a 27 or 47 vehicle permanent at a specific location will take into account current and future:
 - (i) operational requirements,
 - (ii) service requirements,
 - (iii) staffing levels,
 - (iv) operational viability, and
 - (v) the desirability of creating new Allocated Positions.

26.7 Station Manager Positions

- (a) At least 1 Allocated Position will be reserved for a Station Manager at each Station and will be filled in accordance with **clause 26.9** of this Agreement.
- (b) Where a Station Manager position becomes vacant and St John requires exceptional skills, the position may be advertised and the most suitable applicant appointed.

26.8 Preferred Position Request

- (a) If an employee wishes to work at a specific Station or on a specific roster, shift or vehicle, the employee may make a Preferred Position Request.
- (b) Upon receipt by St John, the request will be added to the Preferred Position Request List at the time and date of receipt of the complete application. However, it will not be effective as the employee's Preferred Position until the start of the next roster.
- (c) Applications to remove a preferred position will be effective from the start of the next roster. In the event that a request is made during the last two weeks of the roster, it will be effective after the completion of the next full roster period.
- (d) Employees rostered to work at a Station for which they have made a Preferred Position Request will not be paid travel allowance.

26.9 Filling an Allocated Position

- (a) When any position becomes vacant St John will determine the classification of that position.
- (b) An employee's Allocated Position will be considered vacant, and will commence to fill the position within a 3 month period, when the employee accumulates time away from their Allocated Position in excess of 104 weeks in any 156 week period excluding the following:
 - i) Critical Care Paramedics;
 - ii) an authorised period of paid leave and/or unpaid leave, including unpaid personal/carer's leave, unpaid parental leave, and unpaid domestic violence leave;
 - iii) Country relief; and

- iv) time away from the allocated position in accordance with **clause 26.10(a)**.

26.10 Rostered Away from an Allocated Position

- (a) Any employee with an Allocated Position may be rostered away from their Allocated Position to another Station, however not across shift or roster, for up to 16 weeks in any calendar year.
- (b) Periods away from an employee's Allocated Position will not count towards the 16 weeks' total if it is at the employee's own request.

26.11 Ambulance Officers / Student Ambulance Officers / New Ambulance Paramedics

- (a) When an employee has completed their mentoring period they may make a Preferred Position Request.
- (b) Ambulance Officers and New Ambulance Paramedics will be assigned a Permanent Shift in accordance with **clause 26.4** of this Agreement.
- (c) Grade 2 Ambulance Officers will be offered and assigned a vacant Allocated Position but will not be able to take it up until their classification changes to Ambulance Paramedic.
- (d) New Ambulance Paramedics will be offered and assigned a vacant Allocated Position once they have commenced in a Permanent Shift.

26.12 Rotating Officers

- (a) Employees without an Allocated Position will be designated as a Rotating Officer.
- (b) Subject to the rostering provisions of this Agreement, Rotating Officers will be rostered to work at any Station and on any roster, shift or vehicle.
- (c) Rotating Officers will be rostered to the same shift start time for a minimum 4 week period, unless agreed between St John and the employee. A minimum of 21 days' notice will be provided when there is a change in shift start time.

26.13 Spare Officers

- (a) St John may roster spare employees at a Station to cover vacancies and absences.
- (b) Spare officers will be available for on-road duties and may be directed to work as part of a standard operational crew on the roster.
- (c) Spare officers must report for duty according to the roster unless otherwise directed.
- (d) Spare officers who are not rostered to a vehicle at a Station are required to contact the Duty Manager, State Operations Centre at the commencement of duty.

26.14 New Stations, Relocated Stations / Vehicles and Extra Vehicles at a Station

- (a) All Allocated Positions at a new station will be advertised.
- (b) For a new station, Ambulance Paramedics may make a Preferred Position Request from 0800 hours on the date of the Station becoming operational.
- (c) If a Station is relocated or if the available Allocated Positions at a Station are moved to another Station, an employee with an Allocated Position at the

original Station will be given first preference to retain their Allocated Position at the new Station.

- (d) If an additional vehicle is assigned to a Station, any new Allocated Positions will be filled in accordance with **clause 26.9** of this Agreement.

26.15 Temporary Reduction in Rank

If an employee with an Allocated Position is reduced in rank by St John for any reason including, but not limited to, training or disciplinary reasons, the employee may be rostered away from his or her Allocated Position for the entire period whilst reduced in rank.

26.16 Roster changes before and after the commencement of shift

- (a) If an employee is rostered to work on a particular day, St John may direct the employee, prior to or after the commencement of work on that day, to work at another Station or roster for the length of their original rostered shift, in accordance with this Agreement.
- (b) For any location changes St John will as far as practicable provide at least 2 hours' notice prior to the commencement of the shift. If notice is given at least 2 hours prior to the commencement of the shift, it is the responsibility of all employees to report to their designated work location at the commencement of their shift in their own time, by their own means.
- (c) If notification is within 2 hours or after the commencement of the shift, St John will, if required, provide transport. This is not applicable to Immediate Call Backs.

26.17 Cleaning Time

- (a) St John will allow 30 minutes paid time to each employee for cleaning and checking of a vehicle prior to commencing special duties or special functions.
- (b) Where necessary, St John will allow reasonable paid time not exceeding 30 minutes to an employee for cleaning (including any changing connected therewith) after the employee returns from a call or other duties.
- (c) St John will arrange for Stations to be professionally cleaned each week. Employees are responsible for maintaining the cleanliness of Stations and employees will not be allowed extra time or allowance for maintaining general Station cleanliness.

26.18 Fatigue Management

- (c) The parties recognise that fatigue is an issue of primary concern and acknowledge that the following work-related factors can contribute to fatigue:
- Shift length
 - Start and finish times
 - Breaks within and between shifts
 - Amount of overtime, especially shift extension overtime
 - Workload management
 - Employee personal responsibility
- (d) The Consultative Committee will meet to discuss issues in relation to fatigue management that arise during the term of this Agreement.

- (e) The Consultative Committee may consider and recommend changes on any fatigue related issues.
- (f) If the parties to this Agreement make a decision in relation to fatigue which results in a proposed variation to the terms of this Agreement, a variation will be sought according to the requirements of the Fair Work Act.
- (g) If a dispute arises in relation to fatigue management, the dispute will be dealt with in accordance with the dispute settling procedure set out in **clause 35**.

27 OVERTIME

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in **clause 26** of this Agreement, will be deemed overtime and will be paid at the rate of double time.
- (b) In the calculation of overtime each day shall stand alone.
- (c) An employee recalled for duty outside normal rostered hours will be paid at overtime rates for a minimum of 3 hours.
- (d) Where overtime is necessary it will, wherever reasonably practicable, be arranged so that the employee will have at least 9 consecutive hours off work between shifts.
- (e) Where an employee at the direction of St John works overtime where the employee will not receive 9 consecutive hours off duty between the completion of a rostered shift and the commencement of the next rostered shift, the employee will:
 - (i) be released from duty until the employee has had 9 consecutive hours off duty without loss of pay; or
 - (ii) if directed by St John to resume work without 9 hours off duty be paid at double time until released from duty; and
 - (iii) will be entitled to be absent until the employee has had 9 consecutive hours off duty without loss of pay.
- (f) **Clause 27(e)** above does not apply to employees working while on an on call roster.

28 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 a default fund, which is currently Rest Super or a replacement fund in accordance with Superannuation legislation, until a fund is nominated by the employee.
- (d) Employees may make additional contributions after 3 months of employment. The employee must give to St John written authorisation as required by St John.

- (e) 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.
- (f) Contributions will be made in relation to paid leave in accordance with this Agreement.
- (g) Contributions will not be made in respect of periods of unpaid leave.
- (h) 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.
- (i) 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 PPL Act).

29 LEAVE ENTITLEMENTS

29.1 Annual Leave and Additional Leave

- (a) Employees (other than casual employees) are entitled to annual leave (or pro rata), subject to **clause 25.1(d)**, of 4 consecutive weeks' per year.
- (b) In addition to **clause 25.1(a)** above, if the employee is a shift employee and is regularly required to work Sundays and public holidays they will be entitled to the following leave:
 - (i) For the purposes of the National Employment Standards, an additional 1 week annual leave in lieu of regularly worked Sundays and public holidays;
 - (ii) an additional 1 week in lieu of public holidays falling on rostered days off; and
 - (iii) an additional 2 weeks as per **clauses 26.2(h) to 26.2(k)** of this Agreement (**Accrued Days Off**).
- (c) Annual leave (referred to in **clause 29.1(a)**) and additional annual leave (referred to in **clause 29.1(b)(i)**) and additional leave (referred to in **clauses 29.1(b)(ii)** and **29.1(b)(iii)**) accrues progressively and accumulates year to year.
- (d) Employees are not entitled to accrue annual leave and additional leave during any periods of unauthorised leave, leave without pay (including while on salary continuance), unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period of 12 weeks as provided by St John in **clause 29.10(b)**) or periods of approved Workers' Compensation.
- (e) All new employees will have their Leave Roster allocated by St John.
- (f) Annual leave and additional leave will be taken in accordance with the Leave Roster, unless otherwise agreed between St John and an employee.
- (g) St John will as far as practicable attempt to accommodate requests for changes to leave.

- (h) When an employee takes annual leave set out in **clause 29.1(a)** above, the employee will be paid:
 - (i) a loading of 17.5% calculated on the employee's weekly base rate of pay; or
 - (ii) shift penalties where applicable,
 whichever is the greater for annual leave taken.
- (i) When an employee takes annual leave set out in **clauses 29.1(a)** and **29.1(b)(i)** and additional leave set out in **clauses 29.1(b)(ii)** and **29.1(b)(iii)** above, the employee will be paid his or her applicable shift allowances and shift penalties.
- (j) Any accrued annual leave and additional leave which has not been taken will be paid to the employee upon termination of employment, including the payment referred to in **clauses 29.1(h)** and **29.1(i)** above, where applicable.
- (k) Except for shift employees, if a public holiday falls on a day the employee is on annual leave or additional leave the employee will not be deducted annual leave or additional leave for that day.
- (l) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.
 - (i) An employee on annual leave/additional leave who has an entitlement to paid personal leave, in accordance with **clause 29.2** of this Agreement, and who within 14 days of resuming work produces to St John a certificate from a qualified medical practitioner that during annual leave/additional leave the employee was confined to home or to a hospital for a reason which, if the employee had not been on annual leave/additional leave, would have entitled the employee to payment of sick leave, shall be deemed to be absent from work through sickness for so much of that period as the employee would otherwise have been entitled to payment under that clause.
 - (ii) An employee on annual/additional leave who has an entitlement to community service leave, as provided for in the Fair Work Act, must meet the evidentiary and notice requirements of the Fair Work Act.
- (m) Where **clause 29.1(l)(i)** 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 29.1(h)** above.

29.2 Personal/Carer's Leave - General

- (a) Employees are entitled to personal/carers leave per year, as set out in the table below:

| Employee | Personal/Carer's Leave entitlement (in paid hours) per year | Number of hours deducted per shift from entitlement |
|----------------------------------|----------------------------------------------------------------------|-----------------------------------------------------|
| Employees working a 2,2,4 Roster | (for 11/13 hour shift) 108.57 (120 shift hours, 2.5 shift rotations) | Day Shift - 9.95 Night Shift – 11.76 |

| | | |
|--------------------------------|----------------------------------------------------------------------|-------------------------------------------------------|
| Employees working a 4X4 Roster | (for 12/12 hour shift) 108.57 (120 shift hours, 2.5 shift rotations) | Early Shift – 10.86 hours Late Shift – 10.86 hours |
|--------------------------------|----------------------------------------------------------------------|-------------------------------------------------------|

| Shift Length | Calculation | Deduction |
|------------------------|-------------------|-------------------|
| 11 hour day | $11/42 \times 38$ | = 9.95 pay hours |
| 13 hour night | $13/42 \times 38$ | = 11.76 pay hours |
| 12 hour day early/late | $12/42 \times 38$ | = 10.86 pay hours |

- (b) Personal/carer's leave includes both sick leave and carer's leave.
- (c) All new employees, will have available to them the first 2 years personal/carer's leave in advance of it accruing as an entitlement.
- (d) Employees are not entitled to accrue personal/carers' leave during any periods of unauthorised leave, leave without pay (including while on salary continuance), unpaid parental leave (including periods covered by the Paid Parental Leave other than the paid parental leave period of 12 weeks as provided by St John in **clause 29.10(b)**), or periods of approved Workers' Compensation).
- (e) St John at its discretion may allow an employee to take paid personal/carer's leave which has not been accrued. If this occurs, the employee's entitlement will be negative until the personal/carer's leave already taken has accrued over time.
- (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) After the first 2 years of employment, and subject to **clause 29.2(e)** above, personal/carer's leave accrues progressively and accumulates from year to year.
- (h) St John may require an employee, and the employee must provide, satisfactory documentary evidence in relation to a period of personal/carer's leave. The employee must provide to St John a medical certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration, which sets out the reasons for the employee's absence from work and the estimated duration of the employee's incapacity.
- (i) Employees will not be required to provide any evidence/certification for paid sick leave for up to 2 calendar days in any calendar year.
- (j) St John may require the employee to undergo a health assessment as per **clause 24(a)(iii)** to determine whether an employee is able to perform the inherent requirements of the employee's job.

29.3 Personal/Carer's Leave – Paid Sick Leave

- (a) Sick leave may be taken by an employee because of personal illness or injury.

- (b) If the employee seeks to take sick leave, the employee is required to notify St John of his or her absence as soon as reasonably practicable. It is preferred that the employee notify St John, for operational reasons:
 - (i) at least 2 hours prior to his or her shift, if it is a Day Shift; or
 - (ii) at least 4 hours prior to his or her shift, if it is a Night Shift.
- (c) If an employee has exhausted his or her entitlement to paid sick leave, the employee may apply to take annual leave or additional leave, be on unpaid sick leave, or agree another form of leave with St John.
- (d) If an employee is injured at work and the employee has accrued personal/carer's leave, the employee will be paid sick leave until their Workers' Compensation claim is approved, at which stage the employee's personal/carer's leave will be re-credited to the extent of the approved Workers' Compensation.
- (e) **Clause 29.3(b)** above will not apply where it is not reasonably practicable for the employee to give such notice.

29.4 Personal/Carer's Leave – Paid Carer's Leave

- (a) Carer's leave may be taken by an employee to provide care or support to a member of the employee's Immediate Family or household because that person is ill or injured or is affected by an unexpected emergency.
- (b) If the employee seeks to take paid carer's leave, the employee is required to:
 - (i) notify St John of his or her absence as soon as reasonably practicable. It is preferred that the employee notify St John, for operational reasons, at least 2 hours prior to his or her shift, if it is a Day Shift, and at least 4 hours prior to his or her shift, if it is a Night Shift;
 - (ii) provide details of the relationship with the person requiring care; and
 - (iii) advise St John of the estimated length of absence.

29.5 Personal/Carer's Leave – Unpaid Carer's Leave

- (a) If an employee has used all his or her accrued paid personal/carer's leave entitlements, the employee is entitled to 2 days unpaid carer's leave, on each occasion, the employee provides care or support to a member of his or her Immediate Family or household because that person is ill or injured or is affected by an unexpected emergency. An employee cannot take unpaid carer's leave if the employee has accrued personal/carer's leave.
- (b) The employee must notify St John of his or her absence as soon as reasonably practicable. It is preferred that the employee notify St John, for operational reasons:
 - (i) at least 2 hours prior to his or her shift, if it is a Day Shift; and
 - (ii) at least 4 hours prior to his or her shift, if it is a Night Shift.

29.6 Compassionate Leave

- (a) An employee is entitled to compassionate leave not exceeding the number of hours worked by the employee in 4 ordinary shifts of work, on each occasion, a member of the employee's Immediate Family or household:
 - (i) dies; or

- (ii) suffers a personal injury or illness that poses a serious threat to his or her life.
- (b) The employee must give St John any evidence that it reasonably requires.
- (c) The employee should give notice to St John as soon as reasonably practicable of the intention to take leave.

29.7 Public Holidays

- (a) Each employee is entitled to the public holidays proclaimed in Western Australia. However, if an employee is scheduled to work on a public holiday, the Parties and the employee agree that the employee will work the shift.
- (b) The Parties agree that the compensation for public holidays worked is the additional leave as set out in **clause 29.1(b)(i)** and the equivalent of 1 week's pay which has been rolled into the base hourly rate in Appendix 1. However, this does not apply to part time employees, who will be paid at the rate of double time and a half for all hours worked on a public holiday.
- (c) If a part time employee is not rostered to work on a public holiday, that employee will not be paid for the public holiday.
- (d) Except in the case of shift employees, where a public holiday falls on a day in which an employee is on annual leave or additional leave, the employee will not have any annual leave or additional leave deducted for the public holiday.

29.8 Long Service Leave – General

- (a) Subject to the additional provisions of this clause, the provisions of the *Long Service Leave Act 1958* (WA) will apply to each employee.
- (b) Employees are not entitled to accrue long service leave during any periods of:
 - (i) unauthorised leave or leave without pay (including while on salary continuance); or
 - (ii) unpaid parental leave (including periods covered by the Paid Parental Leave Scheme other than the paid parental leave period of 12 weeks as provided by St John in **clause 29.10(b)**).
- (c) Each employee is entitled to paid long service leave at ordinary time on the following basis:
 - (i) at the completion of 10 years' of continuous service – 13 weeks;
 - (ii) at the completion of each subsequent 7 years' of continuous service - 13 weeks; and
 - (iii) an employee will be able to access pro rata long service leave after 7 years' of continuous service, scheduled in 4 week blocks and approved by St John based on operational requirements.
- (d) Further to **clause 29.8(c)** above, an employee will receive:
 - (i) a pro rata long service leave payment, in respect of the number of years of completed service since the employee last became entitled to leave under **clause 29.8(c)** above; and where applicable
 - A. a pro rata long service leave payment if the employee:
 - AA. has completed at least 7 years continuous service with St John; and

- BB. employment ends.
 - B. a pro rata long service leave payment if the employee is:
 - AA. at least 55 years old; and
 - BB. resigns; and
 - CC. has completed at least 12 months continuous service with St John; or
 - C. a pro rata long service leave payment if the employee:
 - AA. has completed at least 12 months continuous service with St John; and
 - BB. the employees employment is ended by St John on the account of ill health, or as a result of an accident; or
 - D. a pro rata long service leave payment if the employee;
 - AA. has completed at least 3 year continuous service with St John; and
 - BB. resigns to enter an Invitro Fertilisation programme provided she provides written confirmation from the appropriate medical authority of the dates of the involvement in the programme; or
 - E. a pro rata long service leave payment to the executor of the relevant estate if the employee:
 - AA. dies; and
 - BB. completed between 12 months and less than 3 years continuous service with St John; or
 - F. a pro rata long service leave payment, if:
 - AA. the employee's employment is terminated by his or her death or is terminated by St John for any reason other than for serious misconduct; and
 - BB. the employee has completed as least 3 years' continuous employment with St John but less than 10 years' service.
- (e) A part-time employee is entitled to pro rata long service leave. If the hours of a part-time employee have varied, payment shall be at the rate based on the average number of hours worked over the full qualifying period.
- (f) A part-time employee who, during the qualifying period, has been continuously employed on both part-time and full-time employment, will be paid at a rate determined by the proportion of the service on a part-time basis to that on a full-time basis.
- (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 4 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 29.9** of this Agreement.

- (i) Any period during long service leave for which paid personal/carer's 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, long service leave or public holidays;
 - (ii) absences on paid personal/carer's leave;
 - (iii) periods on an approved rostered day off;
 - (iv) absences on approved unpaid personal leave except that portion of a continuous absence which exceeds 3 months;
 - (v) absences on approved unpaid leave, other than unpaid personal leave, but not exceeding 2 weeks in any qualifying period;
 - (vi) 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;
 - (vii) absences on Workers' Compensation for any period not exceeding 6 months.
- (k) Subject to **clause 29.8(j)**, service shall not be deemed to have been broken if the employment is ended by St John for any reason other than misconduct and:
 - (i) if the employee resumes employment with St John no later than 6 months from the day on which the employment was ended; and
 - (ii) payment for pro rata long service leave has not been made.
- (l) The service of an employee shall be deemed NOT to include any other absence of the employee except as provided in **clause 29.8(j)** above.
- (m) 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.
- (n) Long service leave must be taken within 6 months of becoming due unless agreed otherwise between the employee and St John.
- (o) Except for shift employees, if a public holiday falls on a day during an employee's absence on long service leave, the employee's absence shall be extended by an additional day.
- (p) An employee cannot undertake any form of employment for hire or reward, while on long service leave.
- (q) Except as otherwise provided for in this Agreement, any long service leave that the employee has become entitled to under **clauses 29.8(c)** and **29.8(d)** above is payable upon termination of employment.
- (r) If an employee works continuously for at least 12 months in a higher classification than he or she was originally employed, and takes long service leave no later than 2 weeks after finishing in the higher classification, the employee is to be paid at the higher classification rate of pay.
- (s) Where St John requires employees to submit to health assessments and where following such assessment St John terminates the employment of an

employee, the employee shall be entitled to payment for credits accrued for long service leave.

29.9 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; and
 - (ii) St John will determine the amount of sufficient leave credits that are required to remain for the employee to access in the future; and
 - (iii) St John will assess requests against staffing levels at the time; and
 - (iv) each employee can only make 1 claim per financial year; and
 - (v) the agreement is in writing.

29.10 Parental Leave

- (a) Subject to this clause, each employee is entitled to parental leave in accordance with the Fair Work Act. Parental leave includes paid leave, maternity leave, paternity/partner leave and adoption leave.
- (b) Employees (except a casual employee) who are the Primary Care Giver are entitled to 12 weeks' paid parental leave at the weekly base rate of pay, subject to:
 - (i) the employee completing and providing all appropriate documentation; and
 - (ii) 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.
- (c) The entitlement to paid parental leave and unpaid parental leave needs to be taken as a single continuous period.
- (d) St John will not unreasonably refuse any application for extended unpaid parental leave.
- (e) Employees (except a casual employee) who are not, or will not be, the Primary Care Giver for a child will be entitled to leave of 8 shifts paternity/partner leave without loss of pay subject to the following:
 - (i) the paid paternity/partner leave must commence within 21 days of the birth or adoption of the child;
 - (ii) the employee must provide as much notice as possible;
 - (iii) the 8 shifts paid paternity/partner leave must be taken as one continuous period; and
 - (iv) the employee must complete and provide all appropriate documentation.

29.11 Jury Service

- (a) An employee 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.

29.12 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, special leave or other leave as agreed with St John.
- (d) If the proceedings are work related, St John will release the summoned employee for the required period and will continue to pay the employee ordinary time, including necessary travel time, while in attendance.
- (e) If the proceedings are work related, and the employee is not rostered to work, St John will pay the summoned employee overtime for the period required in court.
- (f) The employee shall provide St John with proof of attendance and the duration of such attendance.

29.13 Rate of Payment for Approved Leave

- (a) If an employee qualifies for leave in accordance with this Agreement, the employee will be paid at the rate of pay they receive immediately before the period the employee's absence begins.
- (b) If an employee's rate of pay increases during a period of leave, as referred to in Appendix 1 of this Agreement, the employee will receive the increased applicable rate of pay from the applicable time.

29.14 Special Leave

- (a) Special leave is paid leave which may be granted by St John subject to operational requirements. This will not apply for those periods as outlined in **clause 25.14 (m)** in this Agreement.
- (b) St John will provide a specified number of Special Leave positions. The positions will be based on 6% of the total number of metropolitan employees in established vehicles completing on road shifts. The available special leave positions will be calculated separately for day/early shifts and night/late shifts.
- (c) Each employee can apply for special leave up to 3 months in advance provided that any such application is made completing the appropriate documentation.
- (d) An employee in a metropolitan location may accumulate Time Accrued in Advance by working up to a maximum of 48 hours. The employee must advise St John in writing that they wish to accrue Time Accrued in Advance to be taken as special leave. Employees in country locations may accumulate up to a maximum of 96 hours.

- (e) If an employee in a metropolitan location has accumulated 48 hours Time Accrued in Advance, they may be granted an additional 48 hours to be paid back to St John as per **clause 29.14(h)(ii)** below, however this does not apply to employees in country locations.
- (f) An employee will not be granted special leave if he or she has, or will have, more than 48 hours owing to St John.
- (g) While on special leave, the employee will continue to be paid ordinary time.
- (h) The time taken on special leave will be:
 - (i) in lieu of extra hours worked by the employee in advance (Time Accrued in Advance); or
 - (ii) paid back by the employee by either:
 - A. working shifts in addition to their normal roster, at a time after the special leave; or
 - B. paying an equivalent amount to St John as a cash payment; or
 - C. debited against the employee's accrued annual leave entitlement before the employee next proceeds on rostered annual leave.
 - (iii) The provisions of **clause 29.14(h)(ii)** do not apply to employees employed in Country Locations.
- (i) If an employee owes St John special leave hours, St John may at its discretion pay only 50% of an employee's overtime with the other 50% reducing the amount of owed hours.
- (j) If an employee does not have time accrued in advance of taking special leave, St John and the employee must agree to one of the payback provisions (or a combination) as set out in **clause 29.14(h)(ii)** above before special leave is taken.
- (k) If an employee's employment is terminated before the employee has paid back any outstanding special leave, the employee authorises St John to deduct and retain monies equal to the value of the number of hours outstanding from any final monies owed to the employee.
- (l) Any accrued time which has not been taken as special leave:
 - (i) cannot be transferred between metropolitan and country operations;
 - (ii) will be paid out upon an employee's transfer between metropolitan and country operations or to a non-operational role; and
 - (iii) will be paid out on termination of the employee's employment;
- (m) Special leave will not be granted during the Christmas Period (24-31 December), New Years Eve, New Years Day, Australia Day, and the Easter Period (Good Friday to Easter Monday) or any other public holidays which have been proclaimed in Western Australia.
- (n) Special leave can only be cancelled if at least 24 hours' written notice is given through the special leave form.
- (o) If an employee accesses Special Leave for a penalty shift:

- (i) they may be required to work the equivalent shift if the organisation requests, and
- (ii) if the organisation determines that there is a pattern of special leave that has resulted in an overpayment of penalties the organisation may require the employee to repay any resulting overpayment by either a payroll deduction or by working equivalent penalty shifts.

29.15 Special Leave Exchange

- (a) If all special leave positions have been exhausted for a shift or it is during a period outlined in **clause 29.14(m)** of this Agreement, employees who have credit hours are permitted to use these hours to provide overtime rates to another employee in exchange for them covering the shift. A special leave exchange is subject to the following:
 - (b) The Employee providing the coverage must be the equivalent role as the employee they are replacing, specifically:
 - (i) An Ambulance Paramedic must be covered by an Ambulance Paramedic.
 - (c) The Employee accessing Special Leave will have the relevant Time Accrued in Advance hours deducted.
 - (d) The employee providing coverage will be paid the applicable overtime rates in accordance with **clause 27** of this Agreement.
 - (e) In the event that a special leave exchange fails and the employee arranged does not perform the shift, the Time Accrued in Advance hours will be credited to St John.
 - (f) If an employee is a party to more than two (2) failed special leave shift exchanges in a 12 month period, they will be exempt for a subsequent 12 month period from either arranging a shift exchange or providing coverage for another employee.

29.16 Leave Without Pay

- (a) A written application may be made for leave without pay and may be granted at the discretion of St John Ambulance.
- (b) Leave without pay applications will include consideration of all other applicable leave entitlements.
- (c) Leave without pay applications may be applicable for, but not limited to:
 - i) Community Service Leave;
 - ii) Cultural and Ceremonial Leave;
 - iii) Family and Domestic Violence Leave in accordance with **clause 29.17**;
 - iv) Training with Defence Force Reserves Leave in accordance with **clause 29.19**; and
 - v) Transition to Retirement in accordance with **clause 37**.

29.17 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 employees 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.

29.18 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, leave accessed for Family and Domestic Violence purposes will be recorded as leave without pay.

29.19 Defence Service Leave

- (a) An employee who is a volunteer member of the Defence Force Reserves or the Australian Defence Force Cadets may access Defence Service Leave. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- (b) Application for leave of absence for Defence service will in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee will provide a certificate of attendance to the Employer.

- (c) An Employee is entitled to paid leave for a period not exceeding 4 shifts in any period of twelve months commencing on 1 July in each year for the purpose of attending training camps, schools, classes or courses of instruction.
- (d) Part-time employees will receive the same paid leave entitlement with their entitlement calculated on a pro-rata basis.
- (e) Casual employees are not entitled to paid leave for the purpose of Defence service.
- (f) An employee may elect to take leave without pay or use annual or long service leave accruals for some or all of their absence on Defence service.

30 SALARY CONTINUANCE INSURANCE

- (a) St John will take out a collective salary continuance policy on behalf of the employees, provided that St John will only be required to pay a maximum of 1.7% of the collective sum of Ordinary Time earnings of all employees covered by this Agreement. St John will communicate to the employees any changes to the benefits provided under the policy as soon as practicable.
- (b) Employees are entitled to Salary Continuance Insurance in their substantive role, at the rate of that substantive role.
- (c) Casual employees are not entitled to Salary Continuance Insurance.
- (d) From 1 July 2019 salary continuance will cease to be provided by St John Ambulance and Employees will receive financial compensation through a 2.0% increase to the base rate. This increase will be applicable to all Employees' covered by this Agreement and it will be effective from the first pay period as of 1 July 2019. This increase will see the financial benefit remain within the Employees salary.

31 WORKERS' COMPENSATION

All employees are covered by the *Workers' Compensation and Injury Management Act 1981 (WA)*.

32 EQUAL EMPLOYMENT OPPORTUNITY, DISCRIMINATION AND HARASSMENT

St John is committed to conducting its business in a way which ensures fair, equitable and non discriminatory employment and operational practices and equal opportunity for all.

33 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 33.1(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.

34 TERMINATION OF EMPLOYMENT

34.4 Termination without notice by St John

St John may terminate an employee's employment without notice for serious misconduct.

34.5 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 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 his or her 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) The amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, St John would have become liable to pay to the employee because of the employment continuing during that period. The total must be worked out on the basis of:
- (i) the employee's ordinary hours of work (even if they are not standard hours); and
 - (ii) the amounts payable to the employee in respect of those hours including allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.

34.6 Termination by employee

- (a) The notice of termination required to be given by an employee shall be 7 days.
- (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 proper notice, St John may deduct and retain monies equal to the value of the number of days for which notice was not given.
- (d) The period of notice specified in this clause does not apply to casual or fixed-term employment.

34.7 Time Off During Notice Period

If St John has given notice of termination to an employee, an employee shall be allowed up to 1 day's time-off without loss of pay for the purpose of seeking other employment. The time-off shall be taken at times that are convenient to the employee after consultation with St John.

35 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 35(a)** above within 5 week days 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 35(b)** above within 5 week days of being raised with the relevant line manager, the dispute will be referred to the Chief Executive Officer or his/her nominee, who will attempt to resolve it.
- (d) If the dispute is not resolved as outlined in **clause 35(c)** above within 5 week days of being raised with the Chief Executive Officer or his/her 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; and
 - (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.

36 GENERAL

36.4 Notice Board

- (a) St John will provide a notice board of reasonable dimension to be erected in a prominent position in each work location.
- (b) A copy of this Agreement will be permitted to be posted on the notice board unless a copy of the Agreement is available to all employees on St John's intranet.

36.5 Variation

This Agreement may only be varied in accordance with the Fair Work Act.

36.6 Severance

If a term of this Agreement offends any statute or rule of law that would render it void, voidable or unenforceable, that term will be severed from the rest of the Agreement without affecting the remainder of the Agreement.

37 TRANSITION TO RETIREMENT

- (a) Employees who are aged 55 or over and have indicated their intention in writing to retire from St John may consider participating in a transition to retirement arrangement. St John will not unreasonably refuse a request by an employee where the proposed arrangement will assist the employee to transition to retirement and it meets St John's operational requirements.
- (b) St John recognises there are a number of flexible working practices contained in this Agreement which may assist an employee's transition to retirement. These include:
 - (i) Working less than full-time ordinary hours, in line with **clause 11** of this Agreement;
 - (ii) Job-sharing an equivalent full-time position in line with **clause 14** of this Agreement;
 - (iii) Transferring to the role of Ambulance Officer within 12 months' of notice being provided to St John and where the appropriate supervision is available. To avoid doubt, the following will be applied to employees that elect to transfer:
 - A. the relevant salary and conditions of an Ambulance Officer role, and
 - B. ongoing skills maintenance and education will be required.
 - (iv) Applying for alternative roles within St John Ambulance, such as a Patient Transport Officer.
- (c) In addition, an employee who has indicated their intention in writing to transition to retirement may, with approval of St John:
 - (i) Cash out long service leave, in line with **clause 29.9**.
 - (ii) Be granted 4 weeks leave without pay per annum, subject to:

- A. a leave request is submitted no less than 12 months prior to the requested period of leave without pay;
 - B. the 4 weeks leave without pay must align to either the first or second half of a roster; and
 - C. it will not be granted during the Christmas Period (24-31 December), New Years Eve and New Years Day.
- (iii) Be appointed to a role which is lower in pay (post transitional role) and long service leave entitlements will be preserved and paid at the pre transition rate of pay:
- A. the amount of preserved long service leave entitlements will be communicated in writing to the employee, and
 - B. post transition all long service leave entitlements will be accrued and paid at the applicable rate of the new role.

EXECUTED BY THE PARTIES AS AN ENTERPRISE AGREEMENT on the understanding that it be registered under the *Fair Work Act 2009 (Cth)*.

SIGNED on behalf and with the authority of

St John by:

Signature of the Authorised Person: Antony Smithson

Name in Full: ANTONY SMITHSON

Position: FINANCE DIRECTOR / CO. SEC^y

Address: 209 GREAT EASTERN HIGHWAY
BELMONT WA 6104

On this date:

SIGNED on behalf and with the authority of

United Voice by:

Signature of the Authorised Person: Pat O'Donnell

Name in Full: PATRICK O'DONNELL

Position: ASSISTANT SECRETARY

Address: 54 CHESTER ST PERTH 6000

On this date: 10/12/2018

APPENDIX 1

Rates of Pay - Ambulance Officer/Paramedic Enterprise Agreement

1.5% increase effective from 1 July 2018

| Position | Base Rate Weekly | Hourly Rate | Shift Allowance Weekly | Shift Penalty Weekly | Total Weekly | Total Annually |
|-----------------------------------------|------------------|-------------|------------------------|----------------------|--------------|----------------|
| Student Ambulance Officer - CPHC | \$1,019.88 | \$26.84 | - | - | \$1,019.88 | \$53,203.65 |
| Student Ambulance Officer - Operations | \$1,056.98 | \$27.82 | \$337.26 | \$27.82 | \$1,422.06 | \$74,184.02 |
| Ambulance Officer Grade 1 | \$1,069.34 | \$28.14 | \$341.20 | \$28.14 | \$1,438.68 | \$75,051.23 |
| Ambulance Officer Grade 2 | \$1,181.87 | \$31.10 | \$377.11 | \$31.10 | \$1,590.08 | \$82,949.28 |
| Ambulance Paramedic - AP1 | \$1,393.32 | \$36.67 | \$444.58 | \$36.67 | \$1,874.57 | \$97,789.89 |
| Ambulance Paramedic - AP2 | \$1,466.86 | \$38.60 | \$468.04 | \$38.60 | \$1,973.51 | \$102,951.29 |
| Ambulance Paramedic - AP3 | \$1,540.70 | \$40.54 | \$491.60 | \$40.54 | \$2,072.85 | \$108,133.64 |
| Station Manager Gd 1 | \$1,572.58 | \$41.38 | \$501.77 | \$41.38 | \$2,115.73 | \$110,370.67 |
| Station Manager Gd 2 | \$1,604.01 | \$42.21 | \$511.80 | \$42.21 | \$2,158.02 | \$112,576.66 |
| Station Manager Gd 3 | \$1,635.23 | \$43.03 | \$521.76 | \$43.03 | \$2,200.03 | \$114,768.07 |
| CPHC Trainer Secondment** | \$1,635.24 | \$43.03 | \$521.76 | \$43.03 | \$2,200.03 | \$114,768.44 |
| CPHC Training Officer Secondment*** | \$1,667.33 | \$43.88 | \$532.00 | \$43.88 | \$2,243.21 | \$117,020.81 |
| Critical Care Paramedic – back pay rate | \$1,683.81 | \$44.31 | \$537.26 | \$44.31 | \$2,265.39 | \$118,177.84 |
| Critical Care Paramedic **** | \$1,791.98 | \$47.16 | \$571.78 | \$47.16 | \$2,410.92 | \$125,769.61 |
| Clinical Support Paramedic*** | \$1,791.98 | \$47.16 | \$571.78 | \$47.16 | \$2,410.92 | \$125,769.61 |
| TL-Ambulance Operations*** | \$1,791.98 | \$47.16 | \$571.78 | \$47.16 | \$2,410.92 | \$125,769.61 |
| Community Paramedic** | \$1,791.98 | \$47.16 | \$571.78 | \$47.16 | \$2,410.92 | \$125,769.61 |

Job sharers are pro-rata salary split.

** Acting Positions. Only paid whilst rostered to the position.

*** Acting positions paid at all times when in this temporary position

**** Rate only applies from operation of this Agreement

| | | |
|---------------|----------|-----|
| Shift Loading | Night | 15% |
| | Saturday | 50% |
| | Sunday | 75% |

Casual rates incur 25% loading

APPENDIX 1

Rates of Pay - Ambulance Officer/Paramedic Enterprise Agreement

1.5% increase effective from 1 July 2019; and
2% increase to payout salary continuance insurance (SCI).

| Position | Base Rate Weekly | Hourly Rate 1.5% | SCI rate 2% | Shift Allowance Weekly | Shift Penalty Weekly | Total Weekly | Total Annually |
|----------------------------------------|---------------------|---------------------|----------------|---------------------------|-------------------------|--------------|----------------|
| Student Ambulance Officer - CPHC | \$1,055.57 | \$27.24 | \$27.78 | - | - | \$1,055.57 | \$55,065.78 |
| Student Ambulance Officer - Operations | \$1,093.98 | \$28.23 | \$28.79 | \$349.06 | \$28.79 | \$1,471.83 | \$76,780.46 |
| Ambulance Officer Grade 1 | \$1,106.77 | \$28.56 | \$29.13 | \$353.14 | \$29.13 | \$1,489.03 | \$77,678.03 |
| Ambulance Officer Grade 2 | \$1,223.24 | \$31.57 | \$32.19 | \$390.31 | \$32.19 | \$1,645.73 | \$85,852.50 |
| Ambulance Paramedic - AP1 | \$1,442.09 | \$37.22 | \$37.95 | \$460.14 | \$37.95 | \$1,940.18 | \$101,212.54 |
| Ambulance Paramedic - AP2 | \$1,518.20 | \$39.18 | \$39.95 | \$484.42 | \$39.95 | \$2,042.58 | \$106,554.59 |
| Ambulance Paramedic - AP3 | \$1,594.63 | \$41.15 | \$41.96 | \$508.81 | \$41.96 | \$2,145.40 | \$111,918.32 |
| Station Manager Gd 1 | \$1,627.62 | \$42.00 | \$42.83 | \$519.33 | \$42.83 | \$2,189.78 | \$114,233.64 |
| Station Manager Gd 2 | \$1,660.15 | \$42.84 | \$43.69 | \$529.71 | \$43.69 | \$2,233.55 | \$116,516.84 |
| Station Manager Gd 3 | \$1,692.46 | \$43.68 | \$44.54 | \$540.02 | \$44.54 | \$2,277.03 | \$118,784.95 |
| CPHC Trainer Secondment** | \$1,692.47 | \$43.68 | \$44.54 | \$540.03 | \$44.54 | \$2,277.03 | \$118,785.34 |
| CPHC Training Officer Secondment*** | \$1,725.68 | \$44.54 | \$45.41 | \$550.62 | \$45.41 | \$2,321.72 | \$121,116.53 |
| Critical Care Paramedic | \$1,854.70 | \$47.86 | \$48.81 | \$591.79 | \$48.81 | \$2,495.30 | \$130,171.55 |
| Clinical Support Paramedic*** | \$1,854.70 | \$47.86 | \$48.81 | \$591.79 | \$48.81 | \$2,495.30 | \$130,171.55 |
| TL-Ambulance Operations*** | \$1,854.70 | \$47.86 | \$48.81 | \$591.79 | \$48.81 | \$2,495.30 | \$130,171.55 |
| Community Paramedic** | \$1,854.70 | \$47.86 | \$48.81 | \$591.79 | \$48.81 | \$2,495.30 | \$130,171.55 |

Job sharers are pro-rata salary split.

** Acting Positions. Only paid whilst rostered to the position.

*** Acting positions paid at all times when in this temporary position

| | | |
|---------------|----------|-----|
| Shift Loading | Night | 15% |
| | Saturday | 50% |
| | Sunday | 75% |

Casual rates incur 25% loading

APPENDIX 1

Rates of Pay - Ambulance Officer/Paramedic Enterprise Agreement

1.75% increase effective from 1 July 2020

| Position | Base Rate Weekly | Hourly Rate | Shift Allowance Weekly | Shift Penalty Weekly | Total Weekly | Total Annually |
|----------------------------------------|------------------|-------------|------------------------|----------------------|--------------|----------------|
| Student Ambulance Officer - CPHC | \$1,074.05 | \$28.26 | - | - | \$1,074.05 | \$56,029.43 |
| Student Ambulance Officer - Operations | \$1,113.12 | \$29.29 | \$355.17 | \$29.29 | \$1,497.59 | \$78,124.12 |
| Ambulance Officer Grade 1 | \$1,126.13 | \$29.64 | \$359.32 | \$29.64 | \$1,515.09 | \$79,037.39 |
| Ambulance Officer Grade 2 | \$1,244.64 | \$32.75 | \$397.14 | \$32.75 | \$1,674.53 | \$87,354.92 |
| Ambulance Paramedic - AP1 | \$1,467.33 | \$38.61 | \$468.19 | \$38.61 | \$1,974.13 | \$102,983.76 |
| Ambulance Paramedic - AP2 | \$1,544.77 | \$40.65 | \$492.90 | \$40.65 | \$2,078.32 | \$108,419.30 |
| Ambulance Paramedic - AP3 | \$1,622.53 | \$42.70 | \$517.71 | \$42.70 | \$2,182.94 | \$113,876.89 |
| Station Manager Gd 1 | \$1,656.10 | \$43.58 | \$528.42 | \$43.58 | \$2,228.10 | \$116,232.73 |
| Station Manager Gd 2 | \$1,689.20 | \$44.45 | \$538.98 | \$44.45 | \$2,272.64 | \$118,555.89 |
| Station Manager Gd 3 | \$1,722.08 | \$45.32 | \$549.47 | \$45.32 | \$2,316.87 | \$120,863.69 |
| CPHC Trainer Secondment** | \$1,722.09 | \$45.32 | \$549.48 | \$45.32 | \$2,316.88 | \$120,864.08 |
| CPHC Training Officer Secondment*** | \$1,755.88 | \$46.21 | \$560.26 | \$46.21 | \$2,362.35 | \$123,236.07 |
| Critical Care Paramedic | \$1,887.16 | \$49.66 | \$602.15 | \$49.66 | \$2,538.97 | \$132,449.55 |
| Clinical Support Paramedic*** | \$1,887.16 | \$49.66 | \$602.15 | \$49.66 | \$2,538.97 | \$132,449.55 |
| TL-Ambulance Operations*** | \$1,887.16 | \$49.66 | \$602.15 | \$49.66 | \$2,538.97 | \$132,449.55 |
| Community Paramedic** | \$1,887.16 | \$49.66 | \$602.15 | \$49.66 | \$2,538.97 | \$132,449.55 |

Job sharers are pro-rata salary split.

** Acting Positions. Only paid whilst rostered to the position.

*** Acting positions paid at all times when in this temporary position

| | | |
|---------------|----------|-----|
| Shift Loading | Night | 15% |
| | Saturday | 50% |
| | Sunday | 75% |

Casual rates incur 25% loading

APPENDIX 2

Allowances - Ambulance Officer/Paramedic

First Increase - 01/07/2018

Second Increase - 01/07/2019

Third Increase - 01/07/2020

| Description of Allowance | % Increments | First Increase | Second Increase | Third Increase | Payment |
|------------------------------------------|--------------|----------------|-----------------|----------------|-----------|
| Air-conditioning Allowance*** | 1.25% | \$34.97 | \$35.40 | \$35.85 | per week |
| Community Paramedic Allowance | 1.25% | \$785.99 | \$795.81 | \$805.76 | per week |
| Country Training Travel Allowance | 1.25% | \$176.53 | \$178.74 | \$180.97 | per night |
| Helicopter Flight Allowance | 1.25% | \$79.72 | \$80.72 | \$81.73 | per day |
| On Call Roster Allowance | 1.25% | \$5.27 | \$5.33 | \$5.40 | per hour |
| On Road Tutor Allowance | 1.25% | \$17.63 | \$17.85 | \$18.07 | per day |
| Overtime Meals Allowance | 1.25% | \$14.73 | \$14.91 | \$15.10 | per meal |
| Proximity Allowance | 1.25% | \$220.31 | \$223.06 | \$225.85 | per week |
| Remote Location Allowance | 1.25% | \$367.18 | \$371.77 | \$376.41 | per week |
| Travel Allowance | 0% | \$0.76 | \$0.76 | \$0.76 | per km |
| Urban Search and Rescue (USAR) Allowance | 1.25% | \$22.03 | \$22.30 | \$22.58 | per week |
| Working with Volunteers Allowance* | 1.25% | \$13.42 | N/A | N/A | per shift |
| Working with Volunteers Allowance** | 1.25% | \$17.63 | \$17.85 | \$18.07 | per shift |

*Rate applies effective 1 July 2018 to operation of this Agreement for back pay.

**Rate only applies from operation of this Agreement.

***Allowance only applies to Kalgoorlie and Norseman from operation of this Agreement.

| Location Allowances (Zone & Country) | % Increments | First Increase | Second Increase | Third Increase | Payment |
|--------------------------------------|--------------|----------------|-----------------|----------------|----------|
| Geraldton | 1.25% | \$70.38 | \$71.26 | \$72.15 | per week |
| Goldfields | 1.25% | \$46.98 | \$47.57 | \$48.16 | per week |
| Metro Surrounding Area | 1.25% | \$15.66 | \$15.86 | \$16.05 | per week |
| Northern Region | 1.25% | \$219.80 | \$222.55 | \$225.33 | per week |
| Southwest | 1.25% | \$36.01 | \$36.46 | \$36.91 | per week |

| | |
|------------------------------------|----------------------------|
| North West Duties Allowance | Refer to Appendix 3 |
|------------------------------------|----------------------------|

APPENDIX 2

Allowances - Ambulance Officer/Paramedic

Night Shift Payment

First Increase - Operation of this Agreement

Second Increase - 01/07/2019

Third Increase – 01/07/2020

| | First Increase | Second Increase | Third Increase | Payment |
|----------------------------------------|-----------------------|------------------------|-----------------------|----------------|
| Percentage increments | 5% | 1.25% | 1.25% | |
| Student Ambulance Officer - Operations | \$53.11 | \$53.77 | \$54.45 | per shift |
| Ambulance Officer Grade 1 | \$53.73 | \$54.40 | \$55.08 | per shift |
| Ambulance Officer Grade 2 | \$59.38 | \$60.12 | \$60.87 | per shift |
| | | | | |
| Ambulance Paramedic - AP1 | \$70.00 | \$70.88 | \$71.76 | per shift |
| Ambulance Paramedic - AP2 | \$73.70 | \$74.62 | \$75.55 | per shift |
| Ambulance Paramedic - AP3 | \$77.41 | \$78.37 | \$79.35 | per shift |
| | | | | |
| Station Manager Gd 1 | \$79.01 | \$80.00 | \$81.00 | per shift |
| Station Manager Gd 2 | \$80.59 | \$81.59 | \$82.61 | per shift |
| Station Manager Gd 3 | \$82.15 | \$83.18 | \$84.22 | per shift |

APPENDIX 3

North West Duties Allowance

Table 1 - Grandparenting arrangement for eligible North West Paramedics

| Position | Operation of Agreement |
|---------------------------|------------------------|
| Ambulance Paramedic - AP1 | \$64,507.44 |
| Ambulance Paramedic - AP2 | \$67,912.07 |
| Ambulance Paramedic - AP3 | \$71,324.32 |
| Station Manager - SM1 | \$72,806.29 |
| Station Manager - SM2 | \$74,261.34 |
| Station Manager - SM3 | \$75,706.88 |

(Effective from 30/6/2021 all grandparenting arrangements will cease and **Table 2** rates will apply.)

Table 2 - New appointments to locations eligible for the North West Duties Allowance

| Position | Operation of Agreement | | | |
|---------------------------|---------------------------------------------|-------------|-------------|-------------|
| | Number of Paramedics at North West location | | | |
| | 2* | 4 | 6 (7) | 8 (9) |
| Ambulance Paramedic - AP1 | \$65,412.85 | \$52,286.28 | \$39,746.37 | \$30,579.78 |
| Ambulance Paramedic - AP2 | \$68,865.38 | \$55,045.98 | \$41,844.21 | \$32,193.79 |
| Ambulance Paramedic - AP3 | \$71,324.32 | \$57,011.48 | \$43,338.32 | \$33,343.32 |
| Station Manager - SM1 | \$73,828.29 | \$59,012.97 | \$44,859.79 | \$34,513.90 |
| Station Manager - SM2 | \$75,303.90 | \$60,192.47 | \$45,756.41 | \$35,203.73 |
| Station Manager - SM3 | \$76,769.76 | \$61,364.17 | \$46,647.10 | \$35,889.00 |
| 1.25% - 01/07/2019 | | | | |
| Position | Number of Paramedics at North West location | | | |
| | 2* | 4 | 6 (7) | 8 (9) |
| | Ambulance Paramedic - AP1 | \$66,230.51 | \$52,939.86 | \$40,243.20 |
| Ambulance Paramedic - AP2 | \$69,726.19 | \$55,734.05 | \$42,367.26 | \$32,596.21 |
| Ambulance Paramedic - AP3 | \$72,215.87 | \$57,724.12 | \$43,880.05 | \$33,760.11 |
| Station Manager - SM1 | \$74,751.14 | \$59,750.63 | \$45,420.54 | \$34,945.32 |
| Station Manager - SM2 | \$76,245.20 | \$60,944.87 | \$46,328.36 | \$35,643.78 |
| Station Manager - SM3 | \$77,729.38 | \$62,131.22 | \$47,230.19 | \$36,337.62 |
| 1.25% - 01/07/2020 | | | | |
| Position | Number of Paramedics at North West location | | | |
| | 2* | 4 | 6 (7) | 8 (9) |
| | Ambulance Paramedic - AP1 | \$67,058.39 | \$53,601.61 | \$40,746.24 |
| Ambulance Paramedic - AP2 | \$70,597.77 | \$56,430.73 | \$42,896.85 | \$33,003.67 |
| Ambulance Paramedic - AP3 | \$73,118.57 | \$58,445.68 | \$44,428.55 | \$34,182.11 |
| Station Manager - SM1 | \$75,685.53 | \$60,497.51 | \$45,988.29 | \$35,382.14 |
| Station Manager - SM2 | \$77,198.27 | \$61,706.69 | \$46,907.47 | \$36,089.32 |
| Station Manager - SM3 | \$78,701.00 | \$62,907.86 | \$47,820.56 | \$36,791.84 |

*Employees in a current 2 person location will not be grandparented at this time as they are currently meeting the requirements of a two person station. If the numbers at that location increase during the life of this Agreement the employees who were in those positions at the commencement of this Agreement will be grandparented at the rate that is applicable at the time the numbers increase. All grandparenting arrangements will cease on 30/6/2021 and the applicable North West Duties allowance will apply as per Table 2 above.

North West Duties Allowance is paid on a pro-rata basis for hours worked while entitled to the North West Duties.

APPENDIX 4A

Components of Pay and Leave

Ambulance Officer / Paramedic Pay Components:

- Base Rate Weekly (Base) as per Appendix 1 – Rates of Pay
 - Payment for working 38 hours per week
- Hourly Rate
 - The hourly rate is derived from dividing Base Rate Weekly by 38 hours
- Shift Allowance per week (see Appendix 4B and 4C)
 - Is calculated by using the following loadings reflected in Appendix 1 – Rates of Pay
 - Night shift 15%
 - Saturdays 50%
 - Sundays 75%
 - Refer to Appendix 4B and 4C for the calculations
- Shift Penalty per week
 - The Shift Penalty is equal to one hour of the Hourly Rate.
- Total Weekly Rate
 - This is the Base, Shift Allowance and the Shift Penalty added together.
- Total Annual Rate
 - Total Annual Rate is the Total Weekly Rate times 52.1667 weeks per annum.

Ambulance Officer / Paramedic Leave

- Annual Leave
 - Four consecutive weeks of leave per annum with payment of base rate weekly.
 - With a leave loading of 17.5% calculated on four weeks of weekly base rate or shift allowance for the four weeks, whichever is the greater.
 - Currently the four weeks of shift allowance is the greater value
- Additional Leave for Public Holidays (2 weeks)
 - One week of leave per annum for working on Sundays and Public Holidays to be taken in conjunction with annual leave.
 - One week of leave per annum in lieu of Public Holidays falling on rostered days off to be taken in conjunction with annual leave.
- Additional Leave for Accrued Days Off (2.4 weeks)
 - The extra two hours were converted in 1st July 1986 to 2.4 weeks of accrued days off (ADOs) per annum, two weeks to be taken in conjunction with annual leave, and;
 - The balance of ADOs as a payment of 0.4 of a week has been rolled into the hourly rate as of the Collective Agreement 2008-2011.
- Public Holiday Penalty
 - Payment of one week of ordinary rate has been rolled into the hourly rate as of the Collective Agreement 2008-2011, in lieu of any penalties for working on Public Holidays.

APPENDIX 4C

Base Rate Weekly as at 1st July 2014 for AP1 \$1,293.60
Hourly Rate based on 38 hours per week \$34.0400

Day shift 2 11 hours
 Night shift 2 13 hours
 Roster 4 on 4 off
 There are 7 rotations in an 8 week roster cycle
 There are 48 hours worked in 1 rotation

 Therefore 336 hours worked in 8 week roster cycle
 that is 42 hours per week (average)

 But 2 hours per week are contributed to leave as accrued days off (ADOs)
or 16 hours per 8 wk roster cycle are contributed to leave as ADOs
 Therefore 320 hours per 8 wk roster cycle still to be compensated

In an eight week period the following shifts are worked on the 224 Roster

| Weeks | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|-------|-----|-----|-----|-----|-----|-----|-----|
| 1 | D | D | N | N | | | |
| 2 | | D | D | N | N | | |
| 3 | | | D | D | N | N | |
| 4 | | | | D | D | N | N |
| 5 | | | | | D | D | N |
| 6 | N | | | | | D | D |
| 7 | N | N | | | | | D |
| 8 | D | N | N | | | | |

Hours worked in an 8 week roster cycle on each day of the week

| | Total | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|----------------|------------|------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| Weekday Days | 110 | 22 | 22 | 22 | 22 | 22 | 22 | 22 |
| Weekday Nights | 130 | 26 | 26 | 26 | 26 | 26 | 26 | 26 |
| Sat & Sun | 96 | | | | | | 48 | 48 |
| Total | 336 | | | | | | | |
| Subtract | 16 | from Weekdays Days | | | | | | |
| Weekday Days | 94 | hours after the deduction of 16 hours per 8 wk roster cycle which are contributed to additional leave annually as ADOs | | | | | | |

From the above totals, the Base Rate Weekly and Shift Allowance can be calculated

| Percentages | | Multiplier | hrs / 8 wks | Total | Rate /hr | \$ / 8 wks |
|---------------------------------------|------|------------|-------------|--------|-----------|--------------------|
| Weekday Days | 0 % | | 94 | 94.00 | \$34.0400 | \$3,199.76 |
| Weekday Nights | 15 % | 1.15 | 130 | 149.50 | \$34.0400 | \$5,088.98 |
| Saturdays | 50 % | 1.5 | 48 | 72.00 | \$34.0400 | \$2,450.88 |
| Sundays | 75 % | 1.75 | 48 | 84.00 | \$34.0400 | \$2,859.36 |
| Total compensation for 8 weeks | | | | | | \$13,598.98 |

For "weekly compensation" divide by 8
Weekly Compensation \$1,699.87

Paramedic Wages
Base Rate Weekly \$1,293.60

| | | |
|---------------------------------|-------------------------------------------------------------|-----------------|
| Shift Allowance per week | (subtract Base Rate Weekly from Weekly Compensation) | \$406.27 |
|---------------------------------|-------------------------------------------------------------|-----------------|

To complete the Total Weekly Rate add

Shift Penalty per week (equal to hourly rate) **\$34.0400**

Total Weekly Rate (including allowances and penalties) \$1,733.91

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/6884

Applicant:

St John Ambulance Western Australia Ltd

Undertaking- section 190

I, **Rene Anderson, Employee Relations Manager** of **St John Ambulance Western Australia Ltd** give the following undertakings with respect to the St John Ambulance Western Australia Ltd Ambulance Officers'/Paramedics Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by St John Ambulance Western Australia Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. St John undertakes to ensure that the Personal Leave provided as per Clause 29.2 will be no less than that provided for in the NES.
3. St John undertakes to ensure that the Compassionate Leave provided in Clause 29.6 will be no less than the 2 days compassionate leave provided for in the NES.
4. St John undertakes to only employ casual employees in AP1, AP2 and AP3 classifications.
5. St John undertakes to pay casual employees engaged to work a Public Holiday a 45% casual loading on the hourly base rate of pay of the appropriate classification as set out in Appendix 1 of the Agreement.
6. St John undertakes to allow eligible casual employees (excluding multi-hire employees) the right to request casual conversion in accordance with clause 10.6 of the Ambulance and Patient Transport Industry Award 2010.
7. St John undertakes to ensure that where a deduction is made in accordance with Clause 18.12, it will be as permitted by law.

Employer name: St John Ambulance Western Australia Ltd

Authority to sign: Rene Anderson

Signature: 

Date: 19.3.19