



Ambulance Employees Association of Western Australia

AEAWA SOC Log of Claims – 2021-2024

Item 1 – Clause 4.4

Term of Agreement

A 3-year agreement with a nominal expiry date of 30th June, 2024

Item 2 – Clause 14

Pay & allowances Increases

Pay and allowance increase by 2% per annum for the term of the agreement effective from the 1st of July 2020 and any back pay.

Item 3 – Clause 7

Introduction to Change

Include "in writing" in clause 7.1(a)(ii)

Item 4 – Clause 29

Dispute settling procedure

Remove wording 'and the dispute relates to a matter arising under this Enterprise Agreement or relating to the National Employment Standards from clause 29(d).

Item 5 – New Clause

Pay out of Unused Personal leave

Unused personal leave to paid out on resignation at the rate of 50% of officers base rate.

Item 6 – Clause 23.5

Long Service Leave Replace Clause 23.5 with new wording.

See Appendix 1

Item 7 – Clause 23.6

Members wanted to know when the new headsets are arriving and have requested better equipment be utilised by the organisation so they can perform their roles to the best of their ability.

See Appendix 1

Item 8 – Clause 22.C

Superannuation default fund.

St John to bring the Communications Officers agreement into line with the default fund being named.

Item 9 – Clause 23.7

Replace current clause. Jury Service with new wording.

See Appendix 3

Item 10 – Clause 23.8

Court attendances; refine clause.

See Appendix 4

Item 11 – Clause 23.9

New clause 'rate of pay' for Approved Leave.

See Appendix 5

Item 12 – Clause 23.1

Revise 'Special leave' exchange policy to reflect actual happenings.

See Appendix 6

Item 13 – Clause 23.11

Revisit leave Without pay Clause.

See Appendix 7

Item 14 – New Clause

Review Family and Domestic Violence Leave (General).

See Appendix 8

Item 15 – New Clause

Review Family and Domestic Violence Leave (Unpaid Leave).

See Appendix 9

Item 16 – New Clause

New Clause – Défense Service Leave

See Appendix 10

Item 17 – New Clause

New Clause – Transition to Retirement Clause.

See Appendix 11

Item 18 – Clause 15.8 – ICB Travel Clause

Review the current ICB Travel Clause.

See Appendix 12

Item 19 – Clause 18 – Secondment Pool.

Review secondment pools with the State Operations Centre with a period defined to ensure a 'fair and transparent' opportunity for all employees.

To discuss further



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Appendix 1 - 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 employee's 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 In Vitro Fertilisation program provided she provides written confirmation from the appropriate medical authority of the dates of the involvement in the program; 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 xxx 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 xxx and xxx 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 were 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.



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Appendix 2 – 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.



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Appendix 3 – 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.



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Appendix 4 – 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.



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Appendix 5 – 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.



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Appendix 6 – Special Leave Exchange

- a. If all special leave positions have been exhausted for a shift or it is during a period outlined in clause xxx 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 officer with radio dispatch capabilities must be covered by an officer with similar capabilities.
 - 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 xxx 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.



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Appendix 7 – 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 xxxx;
 - iv) Training with Defence Force Reserves Leave in accordance with clause xxxx; and
 - v) Transition to Retirement in accordance with clause xxxx.



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Appendix 8 – 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.



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Appendix 9 – Family and Domestic Violence Leave (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.



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Appendix 10 – Défense 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.



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Appendix 11 – 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 xx of this Agreement.
 - (ii) Job-sharing an equivalent full-time position in line with clause xx 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 alternate role, and
 - B. possibly 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 xxx
 - (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 Year's Eve and New Year's 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.



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Appendix 12 – 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.

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

- a. In addition to the provisions of clause xxx 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 x 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 xxx of this Agreement will apply.
- (c) Clauses (a) and (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.



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