



Ambulance Employees Association of Western Australia



AEAWA Transport Officers Log of Claims 2020-2023

Clause 4.4 - Term of Agreement

3-year term. Nominal expiry 30 June 2023

Clause 16 - Pay & Allowances

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.

Clause 7 - Introduction to change

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

Clause 32 - 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).

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.

Clause 26.8 - Long Service Leave Replace Clause 23.5 with new wording.

See attached **Appendix 1** (incorporating pro rata).

Clause 25 - Paid Parental Leave Replace Clause 23.6 with new wording.

Similar wording to Paramedic agreement to reflect the PPL.

Clause 25(c) - Superannuation default fund

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

Clause 26.14 - Revise 'Special leave' exchange policy to reflect actual happenings.

See attached **Appendix 6**.

Clause 23.11 - Revisit Leave Without Pay Clause.

See attached Appendix 2 to update various areas that qualify

New Clause - Family and Domestic Violence Leave = General

See attached **Appendix 3**.

New Clause - Family and Domestic Violence Leave = Unpaid Leave

See attached **Appendix 4**.

New Clause - Defense Service Leave

See attached **Appendix 5**.

New Clause - Transition to Retirement Clause

See attached **Appendix 6**.

Clause 15.8 - Review Current ICB Travel Clause.

See attached **Appendix 8**.

Clause 18 – Transport Secondment Pools

Review transport secondment pools with a period defined to ensure a 'fair and transparent' opportunity for all employees.

Clause 26.1 – Annual Leave Clause

Include the word 'agreed' annual leave roster.

Clause 22B(ii) & 22D(ii)

Revisit the trial roster proposed during last agreement but not implemented. Include penalty for broken meal break.

See attached **Appendix 7**.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 1 – Long Service Leave (General)

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 xxx 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 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 xxxx, 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. 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 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.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 2 – Leave Without Pay

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.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia

PO Box 1007,

Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 3 – Family and Domestic Violence Leave (General)

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.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 4 – Family and Domestic Violence Leave (Unpaid)

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.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 5 – Defense Service Leave

Defense 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.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 6 – Transition to Retirement

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 another appropriate role with the Ambulance Service or PTS call centre 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 outlined in Section xxxx.
- (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.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 7 – Revisit Trial Roster

Revisit Trial Roster

Clause 22

- (b) A Transport Officer may work the following rosters;
- (i) 5 shifts of 8.5 hours worked Monday – Friday between the hours 0500 and 0100; or
 - (ii) 3 shifts of 10.5 hours and 1 shift of 11 hours worked Monday – Friday between the hours 0500-0100 which is provided on a trial basis during the life of the agreement. And subject to operational requirements; or
 - (iii) 2 shifts of 8.5 hours each on Weekends Only (Part Time).
- (c) An employee whilst in induction training will be paid the appropriate weekly base rate of pay.
- (d) Employees will be allocated a 30-minute paid break during the shift with the following conditions:
- (i) The meal break cannot be taken within the first two or last two hours of the shift; and
 - (ii) Breaks will commence immediately when allocated and end at 30 minutes; and
 - (iii) The break may be interrupted to meet urgent operational needs; and
 - (iv) No penalties or Special Leave shall apply in the event the meal break is interrupted, not taken or not allocated due to urgent operational needs. (if the break is interrupted before the 30 minutes concludes the crew will receive an overtime payment until the crew return to complete the portion of meal break denied.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640



Ambulance Employees Association of Western Australia



Appendix 8 - Revisit ICB Travel Clause

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 xxx of this Agreement.
- (c) In addition to clause xxx 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 kilometer 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 kilometer 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) casual employees; or
 - (ii) a job share employee without a partner for more than 16 weeks pursuant to clause xxx of this Agreement.



Contact Us

Email: info@aeawa.com.au

Ambulance Employees Association of Western Australia
PO Box 1007,
Joondalup 6919

ABN: 66 550 017 640