

Appendix K

Clause 23.10 Special Leave

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 23.10 Special Leave

23.10 Special Leave

- (a) Special leave is paid leave which may be granted by St John, subject to operational requirements.
- (b) An employee can apply for special leave up to 3 months in advance, provided that any such application is made by completing the appropriate documentation.
- (c) An employee will not be granted special leave if he or she has, or will have, more than 48 hours owing to St John or where the approval will have a negative effect on staffing levels as determined by St John.
- (d) Only ~~2~~ 3 employees per shift will be granted Special Leave at any time.
- (e) Subject to the provisions of this clause, Special Leave will be granted to those who make an application first.
- (f) Additional employees may be granted a Special Leave absence at St John's discretion, in consideration of exceptional circumstances submitted by the employee.
- (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.
- (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 23.10(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) An employee may accumulate Time Accrued in Advance by working up to a maximum of 48 ~~96~~ hours. The employee must advise St John in writing that they wish to accrue such time in advance to be taken as special leave.
- ~~(m) If an employee 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 23.10(h)(ii).~~
- (m) Any accrued time which has not been taken as special leave will be paid out on termination of the employee's employment.
- (n) 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.
- (o) Special leave can only be cancelled if at least 24 hours' written notice is given through the special leave form.