

## Appendix H

# Annual Leave

St John proposed clause changes

Without Prejudice

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**St John propose the following revision to clause 23.1 Annual Leave:**

### **23.1 Annual Leave**

- (a) Employees (other than casual employees) are entitled to annual leave (or pro rata), subject to clause 23.1(e) of 4 weeks' per year.
- (b) In addition to clause 23.1(a) above, if the employee is a Shift ~~Employee~~ **Worker** they will be entitled to the following leave:
  - i. for the purposes of the National Employment Standards, an additional 1 week; and
  - ii. an additional 1 week in lieu of public holidays; and
  - iii. in lieu of any penalties for working on public holidays, a payment equivalent to 1 week's ordinary pay including penalties.
- (c) In addition to clauses 23.1(a) and (b) above:
  - i. if the employee works a day, night, afternoon roster an additional 1 week, in lieu of the additional hour worked on the afternoon shift; or
  - ii. if the employee works the day, night roster, an additional 2 weeks, in lieu of a paid meal break on night shift, provided that an employee taking a meal break described in clause 19(h) will not have the entitlement to additional leave described in this clause 23.1(c)(ii) reduced.
- (d) Annual leave accrues progressively and accumulates year to year.
- (e) 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 23.6 (b)**). ~~or periods of approved Workers' Compensation.~~
- (f) Annual leave and additional leave will be taken in accordance with the Leave Roster, unless otherwise agreed between St John and an employee, and in not more than 2 periods in any year of service.
- (g) St John will as far as practicable attempt to accommodate requests for changes to leave.

- (h) Where an employee takes annual leave as set out in clause 23.1(a) above, the employees 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) Any accrued annual leave which has not been taken will be paid to the employee upon termination of employment, including applicable leave loading or shift penalties.
- (j) Except for Shift Employees to whom clause 23.1(b) applies, if a Public Holiday falls on a day the employee is on annual leave the employee will not be deducted annual leave for that day, and an additional day will be added to the employee's period of leave.
- (k) An employee on annual leave/additional leave who has an entitlement to paid personal/ carer's leave, in accordance with **clause 23.2.2** of this Agreement, and who within 14 days of resuming work produces to St John a certificate from a ~~qualified~~ **registered** medical practitioner that ~~during annual leave/accrued days off the employee was confined to home or to a hospital for a reason which, if the employee had not been on annual leave/accrued days off,~~ would have entitled the employee to payment of personal leave **had they not been on annual 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 **clause 23.2.2**.
- (l) Where clause 23.1(k) above applies, the employee will take the period deemed to be sick leave as annual leave/accrued days off at a time convenient to St John but on ordinary time, without the loading prescribed in clause 23.1(h) above.