

Appendix R

Clause 27.1 Annual Leave

St John proposed clause changes.

Without Prejudice

St John propose the following revisions to clause 27.1:

27.1 Annual Leave

- (a) Transport Officers working a roster outlined in **Appendix 1** (other than casual employees) are entitled to:
- i) annual leave (or pro rata), subject to clause 27.1 (e), of four (4) weeks per year; and
 - ii) two (2) weeks' additional leave, as prescribed in clause 23.1 (a) (i) A of this Agreement.
- (b) Mental Health Transport Officers (other than casual employees) are entitled to:
- (i) annual leave (or pro rata), subject to clause 27.1 (e) of four (4) weeks per year;
 - (ii) if the employee is a shift ~~employee~~ **worker** and is regularly required to work Sundays and public holidays, an additional one (1) week annual leave ~~in lieu of regularly worked Sundays and public holidays for the purposes of the NES;~~ and
 - (iii) one (1) week additional leave.
- (c) An employee working an alternative roster **from subclause 27.1 (a) or (b) above**, will have their annual leave entitlements calculated according to their hours of work and shifts in accordance with this Agreement and ensuring the entitlements are no less than the NES. This will provide:
- (i) annual leave (or pro rata), subject to clause 27.1 (e), of four (4) weeks per year; and
 - (ii) if an employee is a shift ~~employee~~ **worker** and is regularly required to work Sundays and public holidays, an additional one (1) week annual leave ~~in lieu of regularly worked Sundays and public holidays for the purposes of the NES.~~
- (d) Annual leave/additional leave accrues progressively and accumulates year to year.
- (e) Employees are not entitled to accrue annual 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 27.10 (b)**, ~~or periods of approved workers' compensation.~~
- (f) An employee on annual leave/additional leave who has an entitlement to paid personal/ carer's leave, in accordance with clause 27.2 of this Agreement, and who within 14 days of resuming work produces to St John a certificate from a registered medical practitioner that 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 27.2.**

(m) Where **clause 27.1 (l)** 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 **27.1(h)** above.