

Appendix U

Clause 27.14, 27.15 & New Clause – Special Leave

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clauses 27.14 and 27.15:

27.14 Special Leave

- (a) Special Leave is paid leave which accrues and may be granted by St John subject to operational requirements. **This will not apply for those periods outlined in clause 27.14 (o) in this Agreement.**
- (b) **St John will provide a specified number of Special Leave positions.**
 - (i) **The positions will be based on 7% of the total number of metropolitan employees in established vehicles completing on road shifts in a 24 hour period.**
 - (ii) **The country Special Leave positions will be based on the operational requirements specific to the country location and backfill will be arranged by the country employee accessing Special Leave.**
- (c) **An employee in a metropolitan and country location may accumulate Special Leave. The Employee must advise St John in writing that they wish to accrue Special Leave when they work an additional shift. The Special Leave accrued will be in lieu of extra hours worked by the Employee.**
- (d) An employee can apply for special leave up to three (3) months in advance provided that any such application is made by completing the appropriate documentation. While on Special Leave, the employee will continue to be paid ordinary time.
- (e) An employee will not be granted Special Leave if they have, or will have, more than 42.5 hours owing to St John.
- (f) 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 (1 hour worked equates to 1 hour paid back); or**
 - B. **paying an equivalent amount to St John as a cash payment based on single time their primary position rate of pay with penalties and allowances; or**

- C. debited against the employee's accrued annual leave entitlement before the employee next proceeds on rostered annual leave (1 hour annual leave equates to 1 hour paid back).
- (g) 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.
- (h) St John will not withhold payment of overtime referred to in **clause 27.14 (g)** above, when that overtime has been earned on a shift extension unless agreed between St John and the Employee.
- (i) 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~~ **pay back the Special Leave with one of the pay back provisions** (or a combination) as set out in clause (i) above before Special Leave is taken.
- (j) 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. **This will be calculated at single time based on their primary position inclusive of penalties and allowances.**
- (k) An employee may accumulate Time Accrued in Advance by working up to a maximum of ~~42.5~~ **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.
- ~~(l) If an employee has accumulated 42.5 hours Time Accrued in Advance, they may be granted an additional 42.5 hours to be paid back to St John as per clause (i).~~
- (m) **An employee with extenuating circumstances may apply to Staff Deployment to delay repayment of special leave hours with overtime. There is a requirement that these arrangements must be approved by Staff Deployment in advance.**
- (n) Any accrued time which has not been taken as special leave:
- (i) **An employee can request for some or all of their Special Leave accruals to be paid out. This will be paid out at double time. The payment will be at the rate of pay applicable to the employee's primary position, unless the employee can demonstrate that the special leave was accrued at a higher rate of pay. St John will not unreasonably refuse an employee's request for accruals to be paid.**
- (ii) **will be paid out on termination of the employee's employment. The payment will be at the rate of pay applicable to the employee's primary position.**
- (o) Special Leave will not be granted during the Christmas **Eve, Christmas Day, Period (24-31 December)**, New Year's Eve, New Year's Day, Australia Day, and the **gazetted public holidays during the Easter Period (Good Friday to Easter Monday)** or any other public holidays which ~~have been proclaimed in Western Australia.~~ **This period includes any additional public holidays that are proclaimed due to the public holidays being carried forward to the next week, or any other public holidays which have been proclaimed in Western Australia.**
- (p) Special Leave can ~~only~~ be cancelled ~~if~~ **by providing** at least 24 hours' written notice ~~is given~~ through the **appropriate documentation. Special Leave form.**

27.15 Special Leave Shift Exchange

- (a) If all Special Leave positions have been exhausted for a shift or it is during a period outlined in clause (ii) 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:
- (i) The employee providing the coverage must be the equivalent role as the employee they are replacing.
 - (ii) The employee accessing special leave will have the relevant Time Accrued in Advance hours deducted.
 - (iii) The employee providing coverage will be paid the applicable overtime rates in accordance with clause **Error! Reference source not found.** of this Agreement.
 - (iv) 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.
 - (v) 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.
 - ~~(vi) Where an employee is sick or a member of their immediate family is ill or injured and required the employee to provide care or support, it will not be recorded as a failure under clause (iv), provided the employee produces a medical certificate from a medical practitioner for the period that covers the failed shift exchange. The medical certificate must be provided to St John as soon as practicable.~~

27.16 Special Leave – Portability

- (a) Special Leave balances can be transferred between metropolitan and country locations, however an employee is only eligible to utilise metropolitan Special Leave accruals in a country location when they are permanent or on a posting.
- (b) An employee on country relief can accrue Special Leave. While an employee is on country relief they are only eligible to access Special Leave accrued during that occasion of country relief. Any unused Special Leave accrued while on country relief will be transferred for use when they return to a metropolitan location.