

Appendix V

Family and Domestic Violence – Paid Leave

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 27.17 and 27.18 and as a result, propose revisions to clause 3 and 27.16.

27.17 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), **including by a person who is related to the person according to Aboriginal or Torres Strait Islander kinship rules**. 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.

27.18 Family and Domestic Violence – ~~Un~~Paid Leave

- (a) **In each 12 month period, a**An employee experiencing family **and domestic** violence may have access to 10 ~~un~~paid days of family and domestic violence leave for medical appointments, attending legal proceedings, counselling, relocation or making other safety arrangements, and other activities **associated with the experience of** 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 family and domestic violence, leave may be taken with short notice after discussions with the Line Manager.~~ An employee seeking to take family and domestic violence leave is required to notify St John of their absence as soon as reasonably practicable, including the period, or expected period, of the leave.
- (d) The leave may be taken as a single continuous ~~5~~ 10 day period, separate periods of one or more days each, or any separate period to which the employee and the employer agreed, including periods of less than one day.
- (e) The leave is available in full at the start of each 12 month period of the employee's employment ~~commences on the first day any Family and Domestic Violence Leave is taken and continues until the annual anniversary of this date.~~ The leave is non-cumulative.
- (f) 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.
- (g) To support employee confidentiality and privacy, leave accessed for family and domestic violence purposes will be recorded in a confidential manner. ~~as leave without pay.~~

St John propose the below additional definition to Clause 3

3 Definitions

Employee/s

means a ~~the employees~~ person employed in the Classifications in Appendix 1 of this Agreement, each an employee.

St John propose the following revision to clause 27.16 Leave Without Pay:

27.16 Leave Without Pay

- (a) A written application may be made to St John for leave without pay, which may be granted at the discretion of St John.
- (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)~~ Emergency Service Leave (Community Service Leave);
 - ii. Cultural and Ceremonial Leave following exhaustion of the paid leave entitlement under clause 27.19;
 - iii. Family and Domestic Violence Leave in accordance with ~~clause 27.17 and 27.18~~ following the exhaustion of the paid leave entitlement under **clause 27.18**;
 - iv. Defence Service Leave; and
 - v. Transition to Retirement in accordance with **clause 35**