

# Appendix A – Aims and Objectives of the Agreement

St John proposed clause changes

Without Prejudice

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St John propose the below amendments to clause 2:

## 2 Aims and Objective of the Agreement

This Agreement is intended to consolidate on previous initiatives and reflects St John's ongoing commitment to establishing a strong and lasting working relationship with its employees. As such, the primary objectives of this Agreement are to:

- create and maintain a workplace environment that values and enables employees to achieve their goals;
- maximise the opportunity for St John and its employees to improve training, professionalism, career path progression, efficiency and performance in the provision of ambulance services;
- develop workplace procedures that contribute to delivering the highest standards of productivity and service to its clients and the public;
- provide high standards of workplace safety; ~~and equality of~~
- **maximise equity and** employment opportunity; and
- create a workplace free of discrimination, harassment and vilification.

## Appendix B

### Clause 3 – Definitions

St John proposed clause changes

Without Prejudice

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**St John propose the below additional definitions to Clause 3**

#### **3 Definitions**

**Shift Employee  
Worker**

means an employee who ~~works a rotating roster~~ **is regularly rostered to work over 7 days a week** and ~~who is regularly required~~ **rostered to work on Sundays and public holidays. For the purposes of the National Employment Standards, Shift Workers are entitled to additional Annual Leave in accordance with clause 23.1 (b) of this Agreement.**

## Appendix C – Progression

St John proposed clause changes

Without Prejudice

**St John propose the below amendments to clause 9:**

### 9 Progression

#### 9.1 Communication Officer Progression

- (a) An Employee is appointed to a Classification at the discretion of St John.
- (b) After 12 months' service at a particular salary point in a Classification, an Employee shall be eligible for progression to the next salary point in that Classification if the Employee has:
  - (i) acquired and used new or enhanced skills, experience and knowledge within the ambit of the Classification and in accordance with the priorities of St John;
  - (ii) undertaken relevant in-service or the Continuing Education Program, as required and provided by St John from time to time; and
  - (iii) given satisfactory performance over the preceding 12 months.
- (c) St John may vary the progression and/or appointment of an Employee to any Classification based on his or her experience and qualifications.
- (d) If an Employee's employment terminates with St John and the Employee is re-employed by St John within 2 years, the Employee will be re-employed at the equivalent Classification as he or she was previously employed.
- (e) If an Employee's employment terminates with St John and the Employee is re-employed by St John more than 2 years later, the Employee will be re-employed at a Classification as determined by St John.

#### 9.2 Continuing Education Program

- (a) Employees must successfully complete training as required by St John as part of the Continuing Education Program.
- (b) Training will be scheduled by St John and Employees will be required to attend a minimum of 4 days over a period of 24 months.
- (c) Where possible, training will be scheduled during normal working hours or as otherwise agreed between St John and the Employee.
- (d) Training will be tailored to ensure that relevant skills and knowledge are refreshed. To assist in this process, St John will seek information from a range of staff and areas, including:
  - (i) Communications Officers/Ambulance Network Coordinators/**Operations Support Officers**;
  - (ii) ~~The CPHC~~ **Clinical Education**;
  - (iii) Medical Executive Director; and
  - (iv) ~~Executive Director, Ambulance Operations~~ **Chief Emergency Officer**.
- (e) It is the intention that the training will achieve the following:
  - (i) maintain knowledge and skills to an optimum level;
  - (ii) update staff on new skills and practices;
  - (iii) give an opportunity for staff to make training suggestions, and discuss any concerns they have in their role.

## Appendix D – Allowances

St John proposed clause changes

Without Prejudice

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St John propose the below amendments to clause 15 Allowances:

### 15.2 Extra Duties Allowance

- (a) A Communications Officer will be appointed to the Extra Duties position on a daily basis by the Duty Manager State Operations Centre. The Communications Officer will undertake extra duties as directed by St John and receive an Extra Duties Allowance in accordance with Appendix 2 of this Agreement.
- (b) The Extra Duties Allowance will only be paid to ~~1~~2 employee's at any given time.
- (c) The Extra Duties Allowance will only be paid to an employee undertaking extra duties whilst on duty.

### 15.4 Ambulance Network Co-ordinator (ANC) Allowance

- (a) A Communications Officer who is relieving in the role of ANC for a shift or part thereof will be paid in accordance with Appendix 2 of this Agreement.
- (b) This allowance will not be paid to an Employee who is receiving the ANC rate of pay.
- (c) ~~Other Relief Roles~~
  - (i) ~~Employees who perform other relief roles on an adhoc basis, as required by St John, may be paid an allowance equal to, and up to doubling, the ANC Allowance, as determined by St John for a shift, or part thereof. The nature of the relief role will determine the allowance amount.~~

### 15.5 Relief Roles

Employees who perform other relief roles on an adhoc basis, as required by St John, may be paid an allowance equal to, and up to doubling, the ANC Allowance, as determined by St John for a shift, or part thereof. The nature of the relief role will determine the allowance amount.

### 15.9 Immediate Call Back (ICB)

- (a) Where St John requires an off-duty employee to report for duty on overtime with less than 90 minutes notice, the employee shall receive the following:
  - (i) 1 hour at overtime rates, additional to actual time worked; and
  - (ii) reasonable fares or traveling allowance at the applicable rate per kilometre calculated from the home residence to the Operations Centre, by the shortest road journey.
- (b) **This entitlement will only apply once during any 3-hour minimum call out period for which the Employee is paid under clause 21 (b) of this Agreement.**

- (c) In addition to clause 15.9 (a) above, a travel allowance at the applicable rate per kilometre, as prescribed by the Australian Taxation Office, calculated from the preferred work location to the rostered work location and return, by the shortest road journey may be claimed.
- (d) With respect to job share and part time Employees, this allowance will be paid in full to the Employee who accrues it, and not pro-rated.
- (e) Clause 15.9 does not apply to Casual Employees.

## 15.11 ~~New Locations~~ **Travel Allowance**

- (a) Except as otherwise provided in this Agreement, an Employee is entitled to travel allowance when:
  - (i) Attending Continuing Education Program courses as approved by St John at a location other than the employee's permanent location; or
  - (ii) ~~A Communications Officer who temporarily works at a new location may be entitled to travel allowance at the applicable rate per kilometre, as prescribed by the Australian Taxation Office, if the distance is calculated from home residence to the new location by the shortest road journey if it exceeds the distance calculated from home residence to the Belmont State Operations Centre~~ **the permanent location** by the shortest road journey. Payment will be made for the excess kilometres only.
- (b) An Employee who is standing in for another Employee through a mutual exchange, any travel allowance will not be greater than the allowance to which the replaced Employee would have received.
- (c) With respect to job share and part time Employees, this allowance will be paid in full to the Employee who accrues it, and not pro-rated.
- (d) Clause 15.10 does not apply to casual Employees.
- (e) Should a new work location be established during the life of this Agreement, available permanent positions will be filled through an appropriate application process.
- (f) St John may fill positions on a temporary basis by way of secondment or a temporary roster change, in accordance with the provisions of clause 18 or clause 19, as applicable.

## Appendix E

### Clause 18 Secondments

St John proposed clause changes

Without Prejudice

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St John propose the following revision to clause 18 Secondments:

#### 18 Secondments

- (a) St John may second ~~Communications Officers~~ employees to perform alternate roles, as required. Secondments are to be filled through an appropriate application process and with the agreement of the employee.
- (b) Employees seconded as trainers will be paid **in accordance with Appendix 1** accordingly:
  - i. ~~Secondments of 3 months or less will be paid the Trainer Allowance as outlined in Appendix 2; or~~
  - ii. ~~Secondments of more than 3 months duration will be paid the Trainer Secondment Rate of Pay as outlined in Appendix 1.~~
- (b) Employees seconded to perform alternate roles will receive a rate of pay as appropriate to the role undertaken, but not less than their base hourly rate of pay.
- (c) Secondment opportunities will have a specified tenure and the employee will return to their usual ~~Communications Officer~~ Classification when the secondment ends.
- (d) Notwithstanding clause 18 (c), St John may cease a secondment in the event the employee is unable to fulfil the role to St John's satisfaction.
- (e) All secondments will have the terms set out in writing to the employee prior to the commencement of the secondment.
- (f) **All seconded roles initiated by the State Operations Centre will be advertised along with the intended start date and end date of that position. Nothing in this clause prohibits St John from filling a short-term secondment without advertisement in extenuating circumstances.**

## Appendix F

### Clause 19 Hours of Work and Shifts

St John proposed clause changes

Without Prejudice

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#### St John propose the following revision to clause 19 Hours of Work and Shifts:

- (a) The full time ordinary hours of duty shall be an average of 38 per week, worked in a series of shifts arranged in a roster.
- (b) No roster will require an employee to work more than 3 consecutive night shifts unless otherwise agreed between the employee and St John.
- (c) No roster will require an employee to work more than 6 consecutive shifts.
- (d) The parties acknowledge that an employee may be required to temporarily change their rostered shift or shift colour to meet operational requirements, with at least seven (7) days' notice. St John will first seek voluntary expressions of interest to change a shift or shift colour. Wherever possible, St John will advise employees of the expected duration of the change which shall not exceed 8 consecutive weeks.
- (e) An employee, whilst in induction training, will be paid the appropriate base hourly rate of pay.
- (f) Employees will be provided with the following breaks excluding the first or last hour of a shift along with a 30 minute meal break, as follows:
  - 7 Hour Shift – 1 x 10 minute break, 1 x 15 minute break
  - 8 Hour Shift – 1 x 10 minute break, 1 x 15 minute break
  - 9 Hour Shift – 2 x 10 minute break, 1 x 15 minute break
  - 10 Hour Shift – 2 x 10 minute break, 1 x 15 minute break
  - 12 Hour Shift – ~~2 x 10 minute break~~, 2 4 x 15 minute break
- (g) The breaks provided for in clause 19 (f) above cannot be taken in conjunction with the 30 minute meal break unless otherwise agreed.
- (h) Employees will be provided with a 30 minute paid meal break on afternoon and night shift subject to operational requirements.
- (i) Employees on day shift will receive a 30 minute unpaid meal break or be paid 30 minutes at double time if the meal break is not received due to operational requirements.
- (j) Employees will not be entitled to overtime or Special Leave in place of a break as provided in clause 19 (f) if the break is not taken or allocated due to operational needs unless the break is provided in accordance with clause 19 (i).

## Appendix G

### Clause 22 Superannuation

St John proposed clause changes

Without Prejudice

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#### St John propose the following revision to clause 22 Superannuation:

- (a) St John will contribute **superannuation** on behalf of each employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), and the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (b) The employee may nominate a complying fund or scheme and may only change their choice of fund once every calendar year.
- (c) If the employee does not nominate a fund or scheme, **the Employer will request the employee's stapled fund details from the Australian Taxation Office (ATO). If the ATO notifies the Employer that the employee has a stapled fund, contributions shall be paid into the employee's stapled fund. If the employee does not have an existing stapled fund, contributions shall be paid into a stapled or a default fund.** ~~The Default fund~~ which is currently Rest Super or a replacement fund in accordance with Superannuation legislation, until a fund is nominated by the employee.
- (d) Employees may make additional contributions after 3 months of employment. The employee must give to St John written authorisation as required by St John.
- (e) St John will contribute an additional 1.5% of the employee's gross ordinary time earnings if an employee has successfully completed their probationary period and contributes at least 5% of gross ordinary time earnings to their superannuation fund.
- (f) Contributions will be made in relation to paid leave in accordance with this Agreement.
- (g) Contributions will not be made in respect of periods of unpaid leave.
- (h) Subject to legislation, contributions will not be made in respect of periods of unpaid parental leave or in respect of parental leave taken under the Government's Paid Parental Leave Scheme (under the *Paid Parental Leave Act 2010*).
- (i) If an eligible employee is absent from work due to work related injury or illness, and is receiving payments pursuant to workers' compensation legislation, contributions in accordance with this clause will continue. Contributions will continue for the period of the absence up to a maximum of 52 weeks total absence for injury or illness.



## 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.

## Appendix I – Personal Leave

St John proposed clause changes

Without Prejudice

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**St John propose the below amendments to clause 23.2.1**

### **23.2.1 General**

- (a) Employees are entitled to personal/ carer's leave per year, the equivalent of:
- a. ~~2.5~~ **2.75** shift rotations **in the first operational year of this Agreement** (101 shifts); and
  - b. **3 shift rotations from 1 July 2025 (12 shifts).**
- ~~This is equivalent to ten days per year as provided in the National Employment Standards.~~
- (b) Personal/ carer's leave is paid at the employees' usual weekly rate of pay as outlined in Appendix 1.
- (c) Personal/ carer's leave will accrue progressively and is cumulative, but is not paid out on termination of employment.
- (d) St John may require an employee, and the employee must provide, satisfactory documentary evidence in relation to a period of personal leave. The employee must provide to St John a medical certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration which sets out the reasons for the employee's absence from work and the estimated duration of the employee's incapacity.
- (e) Employees are not entitled to accrue personal/carers' 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 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.

## Appendix J

### Public Holidays

St John proposed clause changes

Without Prejudice

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**St John propose the following revision to clause 23.4 (a), Public holidays:**

#### **23.4 Public Holidays**

- (a) Each employee is entitled to the Public Holidays proclaimed in Western Australia, **including newly proclaimed Public Holidays**. However, if an employee is scheduled to work on a Public Holiday, the Parties agree that the employee will work the shift due to the operational requirements of St John.

## Appendix K

### Clause 23.10 Special Leave

St John proposed clause changes

Without Prejudice

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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~~ 4 employees per shift (3 Communications Officer/Ambulance Network Coordinators and 1 Operations Support Officer) 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~~ accrue Special Leave subject to the following:
  - (i) The employee must advise St John in writing that they wish to accrue such time in advance to be taken as special leave.
  - (ii) Employees will not be eligible to accrue or access more than 96 hours of special leave on any one occasion.
  - (iii) An employee can accrue up to 96 hours positive.
  - (iv) An Employee can accrue up to 48 hours negative.

~~Time Accrued in Advance by working up to a maximum of 48-96 hours.~~

~~i. 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.

## Appendix L

# Family and Domestic Violence – Paid Leave

St John proposed clause changes

Without Prejudice

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St John propose the following revision to clause 23.13 and 23.14

### 23.13 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.

### 23.14 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 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 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, from the date of commencement and at the start of each 12 month period of the employee's employment ~~commences on the first day any 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.~~

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St John propose the below additional definitions to Clause 3

### 3 Definitions

**Employee/s** means a person in the Classifications in Appendix 1 of this Agreement, each an employee.

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St John propose the following revision to clause 23.12 Leave Without Pay:

### 23.12 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. Emergency Service Leave (Community Service Leave);
  - ii. Cultural and Ceremonial Leave following exhaustion of the paid leave entitlement under **clause 23.15**;
  - iii. Family and Domestic Violence Leave in accordance with ~~clause 29.15~~ following the exhaustion of the paid leave entitlement under **clause 23.14**; and
  - iv. Transition to Retirement in accordance with clause 31.



## Appendix M – Paid Cultural and Ceremonial Leave (First Nations)

St John proposed new clause

Without Prejudice

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St John propose the following new clause Paid Cultural and Ceremonial Leave and relevant amendments to subclause 23.13~~2~~:

### 23.13~~2~~ 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. Emergency Service Leave (Community Service Leave);
  - ii. Cultural and Ceremonial Leave following exhaustion of the paid leave entitlement under **clause 23.15**;
  - iii. Family and Domestic Violence Leave ~~in accordance with clause 29.15~~ following the exhaustion of the paid leave entitlement under **clause 23.14**; and
  - iv. Transition to Retirement in accordance with clause 31.

### 23.15 Paid Cultural and Ceremonial Leave (First Nations)

- a) Employees who identify ~~and are recognised~~ as Aboriginal or Torres Strait Islanders are entitled to up to 5 shifts of paid cultural leave per calendar year which can be accessed to participate in any of the following:
  - i. Cultural and ceremonial obligations under Aboriginal and Torres Strait Islands lore, customs or traditional law; and
  - ii. Community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- b) St John will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- c) St John may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- d) Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- e) Leave without pay may be granted in accordance with **clause 23.12**, to any Employee of any cultural identity for the purpose of observing or fulfilling other cultural/ceremonial obligations.

## Appendix N

# Long Service Leave

St John proposed clause changes

Without Prejudice

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St John propose the following revision to clause 23.5 (b) Long Service Leave:

### 23.5 Long Service Leave

#### 23.5.1 General

- (c) Each employee is entitled to paid long service leave at ordinary time on the following basis:
- (i) at the completion of 10 years' of continuous service – 13 weeks; ~~and~~
  - (ii) at the completion of each subsequent 7 years' of continuous service - 13 weeks; ~~and~~
  - (iii) **an employee will be able to access pro rata long service leave after seven (7) years' continuous service, scheduled in four (4) week blocks and approved by St John based on operational requirements.**
- (d) Further to clause **23.5.1 (c)** above, an employee will receive:
- (i) a pro rata long service leave payment, in respect of the number of years of completed service since the employee last became entitled to leave under clause 23.5.1 (c) above; and where applicable
  - (ii) **a pro rata long service leave payment if the employee:**
    - (A) **has completed at least 7 years continuous service with St John; and**
    - (B) **employment ends.**