

Appendix A

Clause 1 – Agreement Title

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 1, Agreement Title:

1 Agreement Title

- (a) This Agreement is to be known as the St John Ambulance Western Australia Ltd. ~~Transport Officers~~ **Patient Transport Services** Enterprise Agreement 2020**3**.

Appendix AA

Clause 25 – Reasonable Overtime

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 25, Overtime:

25 OVERTIME

25.1 General

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in clause 23 of this Agreement, **including any set roster, requiring: will be deemed overtime and will be paid at the rate of double time.**
 - (i) ~~Where an employee works to work more than 12 hours in a single shift, then overtime will be payable at the rate of double time (200%);~~
 - (ii) ~~Where an employee works to work more than 10 consecutive shifts, without employee agreement, at the discretion of St John, or works 12 consecutive shifts with employee agreement, then overtime will be payable for each additional shift at triple time (300%).~~
- (b) In the calculation of overtime, each day shall stand alone.
- (c) An employee recalled for duty outside normal rostered hours will be paid at overtime rates for a minimum of three (3) hours.
- (d) Where overtime is necessary it will, wherever reasonably practicable, be arranged so that the employee will have at least 9 consecutive hours off work between shifts.
- (e) Where an employee, at the direction of St John, works overtime where the employee will not receive 9 consecutive hours off duty between the completion of a rostered shift and the commencement of the next rostered shift the employee will:
 - (i) be released from duty until the employee has had 9 consecutive hours off duty without loss of pay; or
 - (ii) if directed by St John to resume work without 9 hours off duty be paid at double time until released from duty; and
 - (iii) will be entitled to be absent until the employee has had 9 consecutive hours off duty without loss of pay.

25.2 Reasonable Overtime

- (a) **St John may require employees to work reasonable overtime at applicable overtime rates of pay.**

- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) In determining whether the requirement to work overtime hours is unreasonable for the purposes of **clause 25.2 (b)**, the following must be taken into account by the employee and St John:
 - (i) any risk to the employee's health and safety from working the overtime;
 - (ii) the dispatch priority or urgency of the case which will incur overtime;
 - (iii) the availability of other resources which would avoid or minimise the occurrence of overtime;
 - (iv) the employee's personal circumstances including any family responsibilities;
 - (v) the needs of the organisation to provide pre-hospital care in an emergency setting;
 - (vi) the notice given by the employee of their unavailability to work overtime and the circumstances referred to in **clause 25.2 (c) (iv)**; or
 - (vii) any other relevant matter.
- (d) Notice given in accordance with **clause 25.2 (c) (vi)** should be given to the relevant manager as designated by St John and occur as soon as reasonably practicable and where possible, prior to or at the commencement of the employee's rostered shift.
- (e) Where an employee considers a requirement to work overtime hours to be unreasonable, the employee must as soon as reasonably practicable, advise the relevant management why the employee regards the overtime as unreasonable and whether they intend to work the overtime. The discussion must take into account the circumstances set out in **clause 25.2 (c)**.
- (f) The discussion in **clause 25.2 (e)** must not delay the employee responding to an emergency.
- (g) Any case determined by St John at the time of dispatch to be reasonable, taking into account the circumstances set out in **clause 25.2 (c)**, which is subsequently:
 - (i) downgraded following attendance and clinical assessment by the responding crew; and
 - (ii) which is ramped on arrival at hospital,
requires St John to take reasonable steps to reduce the overtime.
- (h) For the purposes of managing overtime, St John will develop and implement a reasonable overtime operational process based on the following principles:
 - (i) the overriding principle is that employees should, wherever possible, be released at rostered shift end or as soon as practicable following the shift;
 - (i) employee may opt into overtime; and
 - (ii) wherever possible preference will be given to release crews/employees who have (in order):
 - A. provided notice in accordance with **clause 25.2 (c) (vi)**;
 - B. not opted into overtime; and

C. opted into overtime.

Appendix AC

Clause 11 – Part Time

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 11 Part Time:

11 PART-TIME

- (a) A part-time employee means an employee who is engaged to regularly work less than full-time ordinary hours.
- (b) A part time employee will receive a minimum of four (4) hours per shift at the hourly rate for the applicable classification.**
- (c) Subject to legislative requirements, St John may offer part-time positions to any classification as operationally required.
- (d) St John will provide part-time employees with written confirmation of a regular pattern of work, specifying the following;
 - i) the hours worked each day, and
 - ii) which days of the week the employee will work; and
 - iii) the actual starting and finishing times each day.
- (e) A part-time employee shall receive payment for wages, annual leave, public holidays, compassionate leave, personal/carer's leave, and long service leave on a pro rata basis.
- (f) Part-time employees will be paid in accordance with the hourly rates of the relevant classification as set out in **APPENDIX 1** of this Agreement.
- (g) The ordinary hours of work for a part-time employee may vary between a minimum of 8.5 hours and a maximum of 76 hours in any fortnight.
- (h) Part-time Transport Officers will not be required to work on a public holiday that falls on a day they normally would have been rostered to work, nor will there be any reduction in pay for that day. This will exclude a Transport Officer working with a

Medic who will be paid in accordance with clause 27.7 (c) for all hours worked on a public holiday.

- (i) Part-time employees shall be paid overtime at the rate of double time as follows:
 - i) in excess of 76 hours per pay fortnight; and
 - ii) when working Extension Overtime; and
 - iii) when working Immediate Call Back overtime.
- (j) If a part-time employee works additional hours, which is not Extension Overtime or Immediate Call Back overtime, up to 76 hours in a fortnight, they will be paid at ordinary time and will accrue leave.
- (k) Travel allowance will be paid in accordance with clauses 17.1, 17.2 and 17.3 of this Agreement.

Appendix AD

Clause 25 – Overtime

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 25 Overtime:

25 OVERTIME

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in clause 23 of this Agreement, ~~including any set roster, requiring: will be deemed overtime and will be paid at the rate of double time.~~
- (i) ~~Where an employee works to work more than 12 hours in a single shift, then overtime will be payable at the rate of double time (200%);~~
 - (ii) ~~Where an employee works to work more than 10 consecutive shifts, without employee agreement, at the direction of St John, or works 12 consecutive shifts with employee agreement, then overtime will be payable for each additional shift at triple time (300%).~~
- (b) In the calculation of overtime, each day shall stand alone.
- (c) An employee recalled for duty outside normal rostered hours will be paid at overtime rates for a minimum of three (3) hours.
- (d) Where overtime is necessary it will, wherever reasonably practicable, be arranged so that the employee will have at least 9 consecutive hours off work between shifts.
- (e) Where an employee, at the direction of St John, works overtime where the employee will not receive 9 consecutive hours off duty between the completion of a rostered shift and the commencement of the next rostered shift the employee will:
- i) be released from duty until the employee has had 9 consecutive hours off duty without loss of pay; or
 - ii) if directed by St John to resume work without 9 hours off duty be paid at double time until released from duty; and
 - iii) will be entitled to be absent until the employee has had 9 consecutive hours off duty without loss of pay.

Appendix AE

Clause 32.3 – Termination by Employee

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 32, Termination of Employment:

32.3 Termination by Employee

- (a) The notice of termination required to be given by an employee shall be seven (7) days.
- (b) St John and the employee may mutually agree to change the period of notice.
- (c) If an employee fails to give St John the proper notice, St John may deduct and retain monies equal to the value of the number of days for which notice was not given, **unless otherwise agreed in writing with the employee and in accordance with the Fair Work Act.**
- (d) The period of notice specified in this clause does not apply to casual or fixed-term employment.

Appendix AF

Clause 35 – Transition to Retirement

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 35, Transition to Retirement:

35 TRANSITION TO RETIREMENT

- a) Employees who are aged 55 or over and have indicated their intention in writing to retire from St John may consider participating in a transition to retirement arrangement. St John will not unreasonably refuse a request by an employee where the proposed arrangement will assist the employee to transition to retirement and it meets St Johns operational requirements.
- b) St John recognises there are a number of flexible working practices contained in this agreement which may assist an employee's transition to retirement. These include:
 - i) working less than full-time ordinary hours, in line with clause 11 of this Agreement;
 - ii) job-sharing an equivalent full-time position in line with clause 14 of this Agreement; and
 - iii) applying for alternative roles within St John.
- c) In addition, an employee who has indicated their intention in writing to transition to retirement may, with approval of St John:
 - i) Cash out long service leave, in line with clauses 27.9.
 - ii) Be granted four (4) weeks' leave without pay per annum, in line with clause 27.16.
 - iii) Be appointed to a role which is lower in pay (post transitional role) long service leave entitlements will be preserved and paid at the pre transition rate of pay:
 - (A) The amount of preserved long service leave entitlement will be communicated in writing to the employee; and
 - (B) Post transition all long service leave entitlements will be accrued and paid at the applicable rate of the new role.
- d) **Notwithstanding clause 32.5 (b), Employees entitled to a redundancy payment will be provided payment in accordance with clause 32.5 (a)**

Appendix B

Clause 3 Definitions

St John proposed clause changes.

Without Prejudice

St John propose the introduction of the 'shift worker' definition into Clause 3 and as a result, propose revisions to clause 27.1:

3 Definitions

On Road Tutor	means 2 3 -years' of full-time equivalent experience as a Transport Officer or equivalent Perth Metropolitan experience.
Medic On Road Tutor	means 12 months' of full-time equivalent experience as a Medic or equivalent Perth Metropolitan experience.
Preferred Position	means a position at a Station at which the employee has requested an Allocated Position.
Shift Worker	means an employee who is regularly rostered to work over 7 days a week and is regularly 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 27.1 of this Agreement.

Appendix C

Clause 9 – Progression

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 9, Progression:

9.1 ~~Transport Officer~~ Progression

- (a) 'Year of service' in this clause means 12 months service as ~~Transport Officer~~ **in the employees' substantive classification**, with St John.
- (b) An ~~Transport Officer~~ **Employee** in their first year of service with St John will be classified as 1st Year in **Appendix 1** of this Agreement.
- (c) At the completion of the first year of service, an employee will be appointed to 2nd Year in accordance with **Appendix 1** of this Agreement.
- (d) At the completion of the second year of service, an employee will be appointed to 3rd Year in accordance with **Appendix 1** of this Agreement.
- (e) At the completion of the fourth year of service, an employee will be appointed to 5th Year in accordance with **Appendix 1** of this Agreement.
- (f) If an employee's employment terminates with St John and the employee is re-employed by St John within two (2) years, the employee will be re-employed at the equivalent classification, as provided in clauses (a) - (e) above, as they were previously employed.
- (g) If an employee's employment terminates with St John and the employee is re-employed by St John more than two (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 four (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) Transport Officers/**MHTOs/Medics**;

- (ii) ~~The CPHC~~ **Clinical Education**;
 - (iii) Medical Director; and
 - (iv) ~~Ambulance Operations Executive Director~~ **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) update staff on Clinical Practice Guidelines and Skill Manual changes; and
 - (iv) give an opportunity for staff to make training suggestions and discuss any concerns they have in their role.
- (f) Country employees may be required to undertake training as part of the Continuing Education Program at their Sub-Centre or in Perth at the discretion of St John.

Appendix D

Clause 10 Casual Employee

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 10 Casual Employee:

11 Casual Employee

- a) A casual employee will receive 25% casual loading on the hourly rate of the appropriate classification as set out in **Appendix 1 - Rates of Pay** of this Agreement.
- b) A casual employee will receive a minimum of ~~three~~ **four (4)** hours per shift at the hourly rate for the applicable classification.
- c) Superannuation contributions will be made on the ordinary earnings of the casual employee, including the casual loading.
- d) A casual employee is not entitled to paid personal/carer's leave, compassionate leave, annual leave, jury duty leave, defence forces leave or public holidays, in accordance with this Agreement.
- e) **A casual employee is not entitled to any travel allowance other than in accordance with clause 17.1 (a) (i) and (g).**
- f) Once a year St John at its discretion will review the amount of hours a casual Transport Officer has worked and may move the casual Transport Officer to the next level as outlined in **Appendix 1 - Rates of Pay**.
- g) **Unless otherwise agreed**, casual employees must complete at least ~~85 hours work per year~~ **21.25 hours of work in each quarter of the calendar year, commencing after the employee's first quarter of employment. These minimum hours exclude** training as part of the Continuing Education Program and on-road training component appropriate to the needs of each individual.
- h) Either the casual employee or St John may terminate the employee's employment by giving one (1) hours' notice or other notice as agreed. St John may elect to pay the employee one (1) hour in lieu of notice.
- i) St John will offer eligible casual employees conversion to permanency in line with the requirements as outlined in the NES under 'Offers and requests for casual conversion'.
- j) Eligible casual employees may request conversion to permanency in line with the requirements as outlined in the NES under 'Offers and requests for casual conversion'.

Appendix E

Clause 17.1 – Travel Allowance

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 17, Allowances:

17.1 Travel Allowance

- (a) Except as otherwise provided in this Agreement, an employee is entitled to travel allowance when;
 - (i) attending Continuing Education Programme courses as approved by St John; or
 - (ii) rostered to work away from their Home Station or Preferred Station and receives a minimum of seven (7) days' notice.
- (b) An employee is not entitled to travel allowance when:
 - (i) working with an On Road Tutor;
 - (ii) working at their Allocated Position;
 - (iii) rostered to work at a Preferred Station;
 - (iv) rostered to work at their Home Station;
 - (v) the employee has given a written request to work at a station, including but not limited to, CPHC Secondments; and
 - (vi) attending training for promotional purposes.
- (c) Travel allowance is paid at the rate in **Appendix 2** of this Agreement for all forms of travel, subject to:
 - (i) the distances set out in the Distance Matrix;
 - (ii) the distance calculated by the return trip distance in kilometres, from the employee's Home Station to the Rostered Station and then subtract 20 kilometres.
- (d) If an employee has one (1) or more Preferred Stations, travel allowance will not be paid when rostered to any of those Preferred Stations.
- (e) If an employee is directed with at least two (2) hours' notice before the beginning of the shift, to report to another Station, that employee must proceed to that Station in their own transport and will be paid applicable travel allowances.
- (f) **If notification is within two (2) hours or after the commencement of the shift, St John will, if required, provide transport. This is not applicable to Immediate Call Backs.**
- (g) **If a casual employee is directed within two (2) hours or after the commencement of the shift to report to another Station due to a rostering error, the employee may claim travel allowance in accordance with clause 17.1 (c) above.**

Appendix F

Clause 17.5 – On Road Tutor

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clause 17, Allowances:

17.5 On Road Tutor Allowance

- (a) Newly appointed ~~Transport Officers~~ **employees**, who have not previously completed St John operational Ambulance hours, will be required to complete their first shifts of on road duties under the guidance of an On Road Tutor. The number of required shifts will be:
 - (i) ~~15 shifts where two newly appointed Transport Officers~~ **employees** are working together with an On Road Tutor; or
 - (ii) ~~10 shifts where one newly appointed Transport Officers~~ **employee** is working one-on-one with an On Road Tutor; or
 - (iii) ~~A combination of (i) and (ii) above~~ to a minimum of 10 and a maximum of ~~45~~ **20** shifts as determined by St John.
- (b) Newly appointed ~~Transport Officers~~ **employees**, who have previously completed St John operational Ambulance hours, will be required to complete their first two (2) shifts of on road duties under the guidance of an On Road Tutor.
- (c) If a newly appointed ~~Transport Officer~~ **employee** is not able to be signed off as competent after completing the shifts required in either clause (a) or (b), they will be provided additional shifts under the guidance of an On Road Tutor at the discretion of St John.
- (d) During this period the newly appointed ~~Transport Officer~~ **employee** will be required to complete a log book which must be countersigned at the end of each shift by the On Road Tutor with whom they are working.
- (e) On Road Tutors will be paid an allowance in accordance with **Appendix 2** of this Agreement for carrying out these duties.

Appendix G

Clause 17.10 – Watches / Glasses Allowance

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 17, Allowances:

17.10 Watches / Glasses Allowance

- (a) St John will reimburse, up to a maximum of ~~\$200~~ **\$220**, towards the replacement or repair of an employee's watch and/or spectacles, including prescription sunglasses, which are:
 - (i) used in the course of the employee's employment; and
 - (ii) are lost, damaged, or destroyed whilst on duty.
- (b) Clause 0 does not apply if the item was lost, damaged, or destroyed through the employee's own negligence, unless it is claimable under the Workers' Compensation and Injury Management Act 1981 (WA).

Appendix H

Clause 17.11 – Uniform Allowance

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 17, Allowances:

17.11 Uniform Allowance

- (a) If St John requires an Employee to wear any special uniforms, dress, clothing or footwear, St John will reimburse the Employee for the reasonable costs of purchasing this clothing or footwear, unless it is provided by St John at no cost to the Employee. Where clothing is supplied without cost to the Employee, it will remain the property of St John.

Appendix I

Clause 17.11 – Funeral Expenses

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 17, Allowances:

17.12 Funeral Expenses

- (a) Where an Employee dies due to an accident arising out of their employment or where it can be medically proven that illness resulting in death was directly associated with their employment, reasonable costs of funeral expenses shall be paid by St John.

Appendix J

Clause 17.3 – Specialist Vehicle Allowance

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 17, Allowances:

17.3 Specialist Vehicle Allowance

- (a) Employees will be paid an allowance in accordance with Appendix 2 when directed by St John to work on the following specialist vehicles:
 - (i) Newborn Emergency Transport Vehicle;
 - (ii) Complex Patient Ambulance Transport Vehicle;
 - (iii) Multi Patient Transport Vehicle; or
 - (iv) Wheelchair Vehicle.

Appendix K

Clause 17 – Allowances (Country)

St John proposed clause changes

Without Prejudice

St John propose the following additions to Clause 17, Allowances:

17.13 Location Allowance (Zone & Country)

- (a) In addition to any other allowances prescribed in this Agreement, an employee working in specific locations will receive an allowance in accordance with **Appendix 2** of this Agreement.

17.14 Air- conditioning Allowance

- (a) Permanent employees as per **clause 17.13.1(i)** will be paid this allowance when required by St John to permanently reside north of the 26th parallel, and including:
 - (i) Kalgoorlie; and
 - (ii) Norseman.
- (b) The amount will be in accordance with **Appendix 2** of this Agreement.

17.15 Country Allowance - General

- (a) Employees working in the country (collectively referred to as Country Employees) will be categorised as either:
 - (i) Permanent - if the employee is appointed on a permanent basis at a country location; or
 - (ii) Posting - if the employee is appointed to work at a country location between 30-52 weeks; or
 - (iii) Relief - if the employee is appointed to work at a country location up to 30 weeks in one period.
- (b) Posting employees may, with the agreement of St John, extend the posting period at the country location. If this occurs, the employee will remain a posting employee.
- (c) An employee permanently appointed to a county location who is appointed to work in an alternative position at the same country location in accordance with **clause 17.13.1(i)** or **(ii)** above, will be entitled to receive the allowances that apply to a Permanent appointment. This will include any relevant allowances associated with the alternative position and/or country location. The employee will not be eligible to receive the Country Allowances that apply to Posting or Relief appointments. Specifically, the following do not apply:
 - (i) **Clause 17.19** Country Allowance – Country Travel Reimbursement and Allowance
 - (ii) **Clause 17.20** Country Allowance – Country Posting Rent Assistance

(iii) **Clause 17.21** Country Relief Employee Expenses Allowance

(iv) **Clause 17.22** Country Relief Accommodation Expenses Allowance

(d) An employee permanently appointed to a country location who is appointed to work in an alternative position in the same region and St John determines they are not required to relocate to perform the role, will be entitled to receive the allowances that apply to a Permanent appointment as outlined above in **clause (b)**.

17.16 Country Allowance - Removal Expenses Reimbursement

(a) St John will pay all reasonable removal expenses when employees are:

(iii) on permanent and/or posting placement; and

(iv) transferring between the Metropolitan region and a Country Sub-Centre; or

(v) transferring between Country Sub-Centres.

17.17 Country Allowance - On Call Phone Allowance

(a) Except where a mobile phone is provided, if an employee is required to be "on call" St John will:

(i) pay for all costs associated with connecting a telephone to the employee's residence; and

(ii) pay all rental charges plus 20 percent of all calls charged.

(b) 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.

17.18 Country Allowance - On Call Roster Allowance

(a) An employee required to be "on call" shall:

(i) be required to remain contactable;

(ii) respond if there is a call; and

(iii) be entitled to a payment as prescribed in **Appendix 2** of this Agreement, for each hour or part thereof the employee is rostered on call.

(b) An employee is "on call" when rostered on the on call roster as determined by St John.

(c) If an employee is called out for duty while on call, the employee will be paid at the rate of double time for the actual hours or part thereof on duty, but will not be entitled to be paid the on-call allowance prescribed in **clause 17.18(iii)** above during this time. The employee will be paid a minimum payment of 2 hours per call but the employee will not receive additional payments for subsequent calls attended during the 2 hour period.

(d) An employee on call is permitted to temporarily leave the Station or home provided the employee has made satisfactory arrangements for the proper carrying out of the service during the employee's absence.

(e) An employee will be free from on-call duty every second weekend and for an average of 8 days in every period of 16 consecutive days.

(f) 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.

17.19 Country Allowance - Country Travel Reimbursement and Allowance

(a) Where an employee is either travelling to a country location for the purposes of relocating to the country or relocating back from working in the country:

- (i) **clauses xx, xx, xx and xx** do not apply; and
- (ii) the employee will be reimbursed the actual fuel costs for the road journey, unless bus or air fares are provided; and
- (iii) the employee will be paid an allowance of double time for pre-calculated journey times, dependent upon mode of travel, if the journey is undertaken on a rostered day off.

(b) 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.

17.20 Country Allowance - Country Posting Rent Assistance

- (a) The maximum amount of rent that a posting employee will pay for accommodation is \$119.51 per week. St John will be liable for the remaining cost of the agreed accommodation.
- (b) The amount in **clause (a)** above will increase by 2% on the first full pay period on or after 1 July each year of the Agreement's nominal operating period.

17.21 Country Relief Employee Expenses Allowance

- (a) Where St John agrees for a Relief employee to source their own accommodation, the employee shall be entitled to an allowance of \$233 per week upon the receipt by St John of a valid statutory declaration that the employee is "maintaining a home" prior to commencing the relief appointment, and will continue to be "maintaining a home" for the duration of the relief period.
- (b) An employee who does not provide St John with a statutory declaration that the employee is "maintaining a home" will not be entitled to the allowance in **clause (a)** above.
- (c) If a relief employee is required to do work for a period of less than 1 week (7 days), then the allowance in **clause (a)** above will be paid on a proportionate basis.

17.22 Country Relief Accommodation Expenses Allowance

- (a) Relief employees working in a country Sub-Centre will be provided with paid accommodation and breakfast in a hotel, motel, or such other accommodation as agreed by St John.
- (b) A Relief employee who elects not to stay in accommodation provided by St John must provide to St John a valid statutory declaration that the employee is "maintaining a home" prior to commencing the relief appointment. An employee will then be entitled to receive an allowance as follows:
 - (i) \$500 per week without the production of receipts; or
 - (ii) up to \$709.83 per week upon receipt by St John of all valid tax receipts substantiating actual, relevant expenditure.
- (c) An employee who does not provide St John with a statutory declaration that the employee is "maintaining a home" will not be entitled to the allowance in **clause (a)** above.
- (d) If a relief employee is required to do work for a period of less than 1 week (7 days), then the allowance set out in **clause (a)** above will be paid on a proportionate basis.

17.23 Country Allowance - Remote Location Allowance

- (a) This allowance only applies to remote locations as determined by St John.

(b) Employees will be paid this allowance, as outlined in **Appendix 2** of this Agreement, when they accept a permanent appointment to specific locations above the 26th Parallel and including but not limited to the following:

- (i) Kalgoorlie; and
- (ii) Norseman.

17.24 Country Allowance - Country Training Travel Allowance

- (a) Where St John requires an employee to attend an area or town other than that Sub-Centre to which the employee is stationed (for the purposes of training or any other work-related matter), the employee will receive a nightly allowance in accordance with **Appendix 2** of this Agreement.
- (b) 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.

Appendix L

Clause 20 – Secondments

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clause 20, Secondments:

20 Secondments

- (a) St John may second employees to perform alternate roles, as required and in agreement with the employee.
- (b) Seconded employees will work a modified roster of an average of 42.5 hours per week as determined by St John, or their normal hours.
- (c) Where St John requires additional days worked beyond the normal roster, employees shall be entitled to days off in lieu on a one-for-one basis.
- (d) Secondment opportunities will have a specified tenure and the employee will return to their substantive classification when the secondment ends.
- (e) Notwithstanding clause (d) St John may cease a secondment in the event the employee is unable to fulfil the role to St John's satisfaction. The employee will then return to their substantive position, unless the secondment has ended as a result of serious misconduct, in which case the employee's employment may be terminated.
- (f) Employees seconded to alternate roles will receive a rate of pay as appropriate to the role undertaken, but not less than their usual classification hourly base rate of pay.
- (g) All secondments will have the terms, including the roster that will be worked, set out in writing to the employee prior to acceptance of the secondment.
- (h) All seconded roles initiated by Patient Transport Services 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 M

Clause 22.2 – Working with a Medic

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clause 22.2, Working with a Medic:

22.2 Working with a Medic

- a) The provisions of this clause apply to Transport Officers who are rostered to work with a Medic.
- b) A Transport Officer can only be rostered with a Medic if they have received appropriate training to ensure they have skills and knowledge to work with a Medic as determined by St John.
- c) A Transport Officer who was employed prior to the commencement of ~~this~~ the **St John Ambulance Transport Officers' Enterprise Agreement 2020** will not be required to work with ~~the~~ a Medic unless agreed between the employee and St John.

Appendix N

Clause XX.X – Meal Breaks

St John proposed clause changes

Without Prejudice

St John propose the following new clause and amendments to subclause 23.1 (e):

XX.X Meal Breaks

- (a) Employees are entitled to one uninterrupted 30 minute paid meal break on shifts of 8.5 hours or more with the following conditions:
 - (i) the meal break cannot be taken within the first three or last one and a half hours of the shift unless mutually agreed between St John and the employee; and
 - (ii) no Special Leave shall apply in the event the meal break is interrupted, not taken, or not allocated due to urgent operational needs.
- (b) The meal break will be counted as time worked.
- (c) St John will direct a meal break to be taken:
 - (i) when operationally suitable; and
 - (ii) within the meal break span specified in clause **XX** (a) (i).
- (d) Should the meal break be interrupted, or the employee is not provided a meal break in accordance with this clause, the employee shall be paid a meal break penalty in accordance with **Appendix 2**.
- (e) Employees are only entitled to claim one meal break penalty per shift.
- (f) St John may direct employees to take a meal break to be taken:
 - (i) When an employee is at a facility which provides for access to toilet, drinks, food and/or reheat and seating facilities (e.g., a hospital, a station or St John property); or
 - (iii) where an employee notifies they are at a location they would like to take a break (e.g., a café, shopping centre or outdoor location).
- (g) St John may direct an employee to a suitable meal break facility for the purposes of commencing a meal break.
- (h) An employee who is directed to take a meal break and refuses a meal break will not be entitled to the Meal Break Penalty at clause **xx** (d) or a subsequent break.
- (i) For the purposes of introducing and managing meal breaks, St John will develop and implement a meal break process based on the following principles:

- (i) all employees should receive a 30 minute break within the meal break span, provided meal breaks are not to be taken in the first ~~three~~ **two and a half** hours or the last ~~4.5~~ **two** hours of a shift;
- (iv) operational requirements may impact on the availability of a meal break; and
- (v) employees may be required as part of a process to confirm when they are at a depot or suitable meal break location to assist in meal break management.

Appendix O

Clause 23 – Hours of Work and Shifts

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clause 23, Hours of Work and Shifts:

23.1 General

- (a) Full-time Transport Officers will be required to work an average of 42.5 hours per week Monday to Friday. Weekly hours comprise of 38 ordinary hours and 4.5 reasonable additional hours.
 - (i) In compensation for reasonable additional hours worked, Transport Officers will be entitled to:
 - (A) two (2) weeks' additional leave per year, to be taken in accordance with the leave roster.
Additional leave is compensation for reasonable additional hours worked in the form of leave based on roster patterns requiring additional hours, including public holidays. Additional leave is not annual leave and does not attract leave loading; and
 - (B) an Excess Hours Penalty which is payable as a flat amount per week as provided in **Appendix 1**.
- (b) A Transport Officer may work the following rosters;
 - (i) five (5) shifts of 8.5 hours worked Monday to Friday between the hours 0500 and 0100; or
 - (ii) two (2) shifts of 8.5 hours each on Weekends Only (Part Time); or
 - (iii) St John may introduce new rosters to meet operational needs to work outside the parameters as set in clause (i) and (ii).
- (c) Should St John introduce a roster as outlined in clause (iii) an employee who was employed prior to the commencement of ~~this Agreement~~ *the St John Ambulance Western Australia Ltd. Transport Officers Enterprise Agreement 2020*, will be eligible for a grandparenting arrangement and will not be required to work the roster unless agreed between the employee and St John.
 - (i) St John agrees that any roster introduced as outlined in clause (iii) positions will be offered to permanent employees in the first instance.
- (d) An employee whilst in induction training will be paid the appropriate weekly base rate of pay.
- ~~(e) Employees will be allocated a 30 minute paid break during the shift with the following conditions:~~
 - ~~(i) the meal break cannot be taken within the first three or last three hours of the shift unless mutually agreed between St John and the employee; and~~
 - ~~(ii) breaks will commence immediately when allocated and end at 30 minutes; and~~
 - ~~(iii) the break may be interrupted to meet urgent operational needs; and~~
 - ~~(iv) no penalties or Special Leave shall apply in the event the meal break is interrupted, not taken, or not allocated due to urgent operational needs.~~

Appendix P

Clause 23 Hours of Work and Shifts

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clause 23:

23.2 Filling an Allocated Position

- a) When any position becomes vacant St John will determine the classification of that position.
- b) An employee's Allocated Position will be considered vacant, and St John will commence to fill the position within a three (3) month period, when the employee accumulates time away from their Allocated Position in excess of 104 weeks in any 156 week period excluding the following:
- c) an authorised period of paid leave and/or unpaid leave, including unpaid personal/carer's leave, unpaid parental leave, and ~~unpaid~~ family and domestic violence leave.

23.3 Preferred Position Request

- a) If an Employee wishes to work at a specific Station or on a specific roster, shift or vehicle, the Employee may make a Preferred Position Request.
- b) Upon receipt by St John, the request will be added to the Preferred Position Request List at the time and date of receipt of the complete application. However, it will not be effective as the employee's Preferred Position until the start of the next roster.
- c) Applications to remove a Preferred Position will be effective from the start of the next roster. In the event that a request is made during the last two weeks of the roster, it will be effective after the completion of the next full roster period.
- d) Employees rostered to work at a Station for which they have made a Preferred Position Request will not be paid travel allowance.

23.4 New Stations, Relocated Stations / Vehicles and Extra Vehicles at a Station

- a) All Allocated Positions at a new station will be advertised.
 - b) For a new station, Employees may make a Preferred Position Request from 0800 hours on the date of the Station becoming operational.
 - c) If a Station is relocated or if the available Allocated Positions at a Station are moved to another Station, an Employee with an Allocated Position at the original Station will be given first preference to retain their Allocated Position at the new Station.
 - d) If an additional vehicle is assigned to a Station, any new Allocated Positions will be filled in accordance with clause 23.2 of this Agreement.
-

Appendix Q

Clause 26 Superannuation

St John proposed clause changes

Without Prejudice

St John propose the following revision to clause 26 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, contributions shall be paid into a **stapled** or a default fund. **The Default fund 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 three (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 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.

Appendix S

Clause 27.2 – Personal/Carer’s Leave (Sick Leave and Carer’s Leave) – General

St John proposed clause changes

Without Prejudice

St John propose the following amendment to Clause 27.2:

27.2 Personal/Carer’s Leave (Sick Leave and Carer’s Leave) – General

(a) Employees are entitled to personal/carer’s leave per year, as set out in the table below:

Calculations to be updated to reflect the personal leave entitlement as outlined in subclause 27.2 (b) below:

(b) Employees working an alternate pattern of shifts, will receive Personal Leave based on the following calculation:

From operation of the Agreement:

~~(40~~ 11 shifts (hours)/average hours per week) x 38 ordinary hours = annual personal leave entitlement (hours).

From 1 July 2024:

~~(40~~ 12 shifts (hours)/average hours per week) x 38 ordinary hours = annual personal leave entitlement (hours).

(c) Personal/carer’s leave is paid at Ordinary Time.

(d) All new employees, will have available to them the first two (2) years paid personal/carer’s leave in advance of it accruing as an entitlement.

(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 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) St John at its discretion may allow an employee to take paid personal leave which has not been accrued. If this occurs, the employee’s entitlement will be negative until the personal leave already taken has accrued over time.

(g) On termination of employment, St John may reconcile any outstanding amount of personal/carer’s leave taken in advance against the employee’s entitlements on termination.

- (h) After the first two (2) years of employment, and subject to clause 0 above, personal/carer's leave accrues progressively and accumulates from year to year.
- (i) Personal/carer's leave is not paid out on termination of employment.
- (j) 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.
- (k) Employees will not be required to provide any evidence/certification for paid personal/carer's leave for up to two (2) calendar days in any calendar year.
- (l) St John may require the employee to undergo any medical examination by a St John appointed medical practitioner to establish the nature of the employee's illness and an opinion on the duration of the illness.
- (m) St John will ensure that the personal leave provided in **clause 27.2** is no less than the NES.

Appendix T

Public Holidays

St John proposed clause changes

Without Prejudice

St John propose the following revisions to clause 27.7 Public Holidays and clause 27.1 (k) Annual Leave:

27.7 Public Holidays

- (a) Each employee is entitled to the Public Holidays proclaimed in Western Australia, **including newly proclaimed Public Holidays**.
 - (b) If an employee is scheduled to work on a public holiday, the Parties and the employee agree that the employee will work the shift. The agreed requirement to work a scheduled shift on a public holiday excludes Transport Officers, unless they are working with a Medic.
 - (c) Payment for any work performed on a public holiday will be at a rate of double time and a half for all hours worked on a public holiday.
 - (d) If a part time employee is not rostered to work on a public holiday, that employee will not be paid for the public holiday.
 - (e) **Except in the case of shift workers**, where a public holiday falls on a day in which an Employee is on annual leave **or additional leave**, the employee will not have any annual leave **or additional leave** deducted for the public holiday.
-

Clause 27.1 Annual Leave

- (k) **Except in the case of shift workers**, if a public holiday falls on a day the employee is on annual leave/additional leave the employee will not be deducted annual leave/additional leave for that day.

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.

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**

Appendix W – Paid Cultural and Ceremonial Leave (First Nations)

St John proposed new clause

Without Prejudice

St John propose the following new clause Paid Cultural and Ceremonial Leave and relevant amendments to subclause 27.16:

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.

27.19 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 27.16**, to any Employee of any cultural identity for the purpose of observing or fulfilling other cultural/ceremonial obligations.

Appendix X

New Clause – Overnight Travel Meal Reimbursement

St John proposed new clause

Without Prejudice

St John propose the following new clause:

xx. Overnight Travel Meal Reimbursement

- (a) Where St John requires an employee to stay away from their normal place of residence overnight, the employee is entitled to a meal reimbursement equal to the overtime meal allowance as prescribed by the Australian Taxation Office, for a meal on their return journey home.

Appendix Y

Clause XX – Shift Commencement Checks

St John proposed clause changes

Without Prejudice

St John propose the following new clause:

xx Shift Commencement Checks

- (a) This clause is applicable to Medics and employees working in Country Operations.
- (b) St John expects employees to commence work at their rostered start time and does not encourage or ask employees to be at work prior to their rostered start time.
- (c) St John does not require or expect a crew to deploy for a job until they have:
 - (i) carried out a full equipment check; or
 - (ii) for an immediate response to a job, carried out an emergency equipment check.
- (d) St John acknowledges there are instances where crews voluntarily arrive for work early who accept and deploy for a call before the commencement of the shift or within the first 5 minutes of their shift commencing.
- (e) A crew who accepts and deploys for any job in accordance with **clause XX (d)**, will be taken as having completed a full equipment check and St John will pay an allowance equivalent to 15 minutes at 200% of the employee's base hourly rate as specified in **Appendix 1**.
- (f) Where a crew deploys under **clause xx (c) (ii)**, the crew will be given sufficient time at the completion of that job to conduct a full equipment check to ensure capability for the remainder of the shift. A crew who deploys under **clause XX (c) (ii)** will not be entitled to the allowance in **clause XX (e)**.
- (g) In the event of the introduction of operational changes which reduce or remove the requirements to perform equipment checks (e.g., the introduction of drug bags sealed/pre-checked ambulance) St John may issue a direction to a specific location, staff wide that work is not to start until the rostered start time. If this occurs, the above payments will not be made while the direction is in effect.
- (h) Where a crew has deployed pursuant to **clause XX (c) (ii)**, St John will confirm on request that the employees have acted in a clinically appropriate manner by responding to the job.

Appendix Z

New Clause – Working with Volunteers

St John proposed clause changes

Without Prejudice

St John propose the following new clause, which will also include a parameters to clarify the intention for this to apply to Country only:

xx Working with Volunteers

- (a) Where Employees are required to work with volunteers, St John will, as soon as practicable, ensure that volunteers receive volunteer driver training and have acquired a minimum set of skills. St John will ensure all volunteers working with a medic will have received driver training within 3 months of commencing as a volunteer.
- (b) The minimum skill set required of volunteers will be determined by St John in consultation with the Union and employee representatives.