



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd.**  
(AG2024/1070)

## **ST JOHN AMBULANCE WESTERN AUSTRALIA LTD COMMUNICATIONS OFFICERS ENTERPRISE AGREEMENT 2023**

Ambulance and patient transport industry

DEPUTY PRESIDENT SLEVIN

SYDNEY, 29 MAY 2024

*Application for approval of the St John Ambulance Western Australia Ltd Communications Officers Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *St John Ambulance Western Australia Ltd Communications Officers Enterprise Agreement 2023* (the Agreement). The application is made pursuant to s.185 of the Fair Work Act 2009 (the Act) by St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd. The Agreement is a single enterprise agreement. The United Workers' Union (UWU) was a bargaining representative for the Agreement. The Commission must approve the Agreement if satisfied that the requirements in ss 186 and 187 are met.

[2] Section 186(2)(d) requires the Commission to be satisfied the agreement passes the better off overall test (BOOT). The test is found in s 193 of the Act and it is to be applied in accordance with s 193A. Under s 193 the Commission must be satisfied, as at the time the application for approval was made, that each award covered employee, and each reasonably foreseeable employee, for the agreement would be better off overall if the agreement applied to the employee than the relevant modern award.

[3] Here the relevant award is the *Ambulance and Patient Transport Industry Award 2020*. In applying the test, the Commission is required by s 193A to make a global assessment of whether each employee would be better off having regard to the terms of the agreement which would be more beneficial than the Award and the terms which would be less beneficial. In making that assessment, the Commission may have regard to the patterns or kinds of work, or types of employment, that are reasonably foreseeable at the time of the application.

[4] In this matter concerns were raised with the applicant that various terms in the Agreement could be less beneficial depending on the patterns or kinds of work, or types of employment, applying at the workplace. Concerns were raised in respect to overtime for job share and part time employees to assess whether the rates of pay may in some circumstances

fall below the Award rates. Given clause 13(e) of the Agreement provides that employees on job share do not receive overtime when working in excess of their agreed hours, which is provided for at Clause 20 of the Award, it is unclear whether the rates of pay may be high enough to compensate for employees working in isolation or few ordinary hours. I also raised a concern in relation to whether clause 11(k) of the Agreement which provides that part-time employees are entitled to 200% overtime when working in excess of a rostered shift, working in excess of the established shift roster, working on call-back, or working in excess of 76 hours per fortnight may be inconsistent with clause 10 of the Award. In response to these matters the Applicant provided an undertaking. The undertaking provides that additional hours will only be worked where written agreement is in place. For clarity, the Applicant submitted that the undertaking provides a mechanism which will ensure that Part-Time or Job Share employees will not suffer any financial detriment.

[5] A further matter was raised in respect to shift workers to assess whether the rates of pay may in some circumstances fall below Award rates. Clarity was sought as to how the shift penalties are applied as it appears to be less beneficial depending on which classification works and how long their shift is. The Applicant has provided an undertaking to state that any employees who do not receive the Rotating Shift Allowance, as outlined in Appendix 1 to the Agreement, will receive a 15% penalty for all hours worked for shifts that finish between 6 pm and 8 am or commence between 6 pm and 6.30 am.

[6] Clarity was also sought as to the correct definitions for shift penalties as they appear to differ from definitions found under the Award. The Applicant provided an undertaking which clarifies that no employee shall be scheduled to work an afternoon or night shift that is less than 7 hours in duration. I also raised a concern that while the Agreement provides that no roster will require an employee to work more than 6 consecutive shifts, it does not appear to contain a trigger for maximum overtime shifts. In response the Applicant provided an undertaking to address this concern.

[7] Given the explanations provided by the applicant, the undertakings provided, and having regard to s 193A(6), and in particular the types of employment and patterns of work of the employees covered by the Agreement, I am satisfied that the BOOT is met. I note that should the work patterns, kinds of work or types of employment under the Agreement change, an application under s 227A is available for a reconsideration of the BOOT.

[8] A copy of the undertakings in relation to the matters raised is attached in Annexure A. The terms of the undertakings were provided to all bargaining representatives. No objection was raised to the undertakings provided. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. Pursuant to s 201(3), the undertakings are taken to be terms of the Agreement.

[9] The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[10] Having regard to the undertakings, the explanations set out above and the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186 and 187 are met.

[11] The United Workers' Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[12] The Agreement was approved on 29 May 2024 and, in accordance with s.54, will operate from 5 June 2024. The nominal expiry date of the Agreement at clause 4.4(c) is 30 June 2026.



DEPUTY PRESIDENT

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## ANNEXURE A

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1070

Applicant:

St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd

### Section 185 – Application for approval of a single enterprise agreement

#### Undertaking – Section 190

I, Carly Rees, Industrial Relations Manager, have the authority given to me by St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd to give the following undertakings with respect to the St John Ambulance Western Australia Ltd Communications Officers Enterprise Agreement 2023] ("the Agreement"):

1. In respect of clauses 11(k)(iii) and (iv) and 13(e) Part Time or Job Share employees will not be offered additional hours unless there is an agreed written variation or an IFA in effect. This does not apply to Immediate Call Backs; Shift Extensions; or where the employee works a fixed roster, beyond 76 hours in a fortnight.
2. Any Employees who do not receive the Rotating Shift Allowance, as outlined in Appendix 1 to the Agreement, will receive a 15% penalty for all hours worked for shifts that finish between 6 pm and 8 am or commence between 6 pm and 6.30 am.
3. No employee shall be scheduled to work an afternoon or night shift that is less than 7 hours in duration.
4. Further to clause 19 (c), any employee who agrees to work on more than 7 consecutive shifts without 24 hours off duty, will be paid for the 8th shift and any further consecutive shifts worked at 200% of the ordinary hourly rate until 24 hours off duty is provided.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

21 May 2024

**ST JOHN AMBULANCE WESTERN AUSTRALIA LTD  
COMMUNICATIONS OFFICERS  
ENTERPRISE AGREEMENT 2023**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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## 1. AGREEMENT TITLE

This Agreement is to be known as the St John Ambulance Western Australia Ltd Communications Officers Enterprise Agreement 2023.

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## 2. AIMS AND OBJECTIVES 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;
- maximise equity and equality of employment opportunity; and
- create a workplace free of discrimination, harassment and vilification.

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## 3. DEFINITIONS

<b>Agreement</b>	means this Agreement, known as the St John Ambulance Western Australia Ltd Communications Officers Enterprise Agreement 2023.
<b>Approved Leave</b>	means a period of leave approved and taken in accordance with this Agreement.
<b>Base Hourly Rate</b>	means the base hourly rate of pay as specified for each Classification in Appendix 1 of this Agreement.
<b>Classification</b>	means any one of the classifications set out in Appendix 1 of this Agreement.
<b>Commencement Date</b>	has the meaning given in <b>clause 4.4 (a)</b> .
<b>Consultative Committee</b>	means the committee established under <b>clause 6</b> .
<b>Employee/s</b>	means a person in the Classifications in Appendix 1 of this Agreement, each an Employee.
<b>Extension Overtime</b>	means time which is worked as an extension of an Employee's rostered shift.
<b>Fair Work</b>	means the Fair Work Commission as established under the Fair Work Act.
<b>Fair Work Act</b>	means the <i>Fair Work Act 2009</i> (Cth), as amended or replaced.
<b>Immediate Family</b>	means: 1) a spouse, or former spouse, de facto partner or former



	de facto partner, child, step child, foster child, parent, step-parent, grandparent, grandchild or sibling of the Employee; or
	2) a child, parent, step-parent, grandparent, grandchild or sibling of the Employee's spouse.
<b>Leave Entitlement</b>	means leave which is fully accrued and can be taken when approved by St John.
<b>Leave Roster</b>	means a block of leave allocated to each eligible Employee by St John.
<b>Ordinary Time</b>	means the base rate of pay plus shift penalties and relevant shift allowances.
<b>Parties</b>	means those parties listed in <b>clause 4.2</b> of this Agreement.
<b>Primary Care Giver</b>	means a person who has principal care of a child such that the person meets the child's physical needs more than anyone else. Only one person can be a child's primary care giver at any one time.
<b>Primary Classification</b>	means a Classification within St John that the Employee currently holds.
<b>Referral List</b>	means a list of healthcare professionals compiled by St John.
<b>Rotating OT Allowance</b>	means the weekly allowance paid in satisfaction of the overtime payments referred to in <b>clause 21</b> and specified for applicable rosters and Classifications in Appendix 1 of this Agreement.
<b>Rotating Shift Allowance</b>	means the weekly allowance paid in satisfaction of the shift and weekend penalty payments referred to in <b>clause 20</b> and specified for applicable rosters and Classifications in Appendix 1 of this Agreement.
<b>Shift Worker</b>	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 <b>clause 23.1(b)</b> of this Agreement.
<b>St John</b>	means St John Western Australia Ltd.
<b>Union</b>	means United Workers Union.
<b>Weekly Base Rate of Pay</b>	means the applicable weekly pay calculated from the Base Hourly Rate multiplied by 38 and specified for applicable rosters and Classifications in Appendix 1 of this Agreement.

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## 4. APPLICATION OF THE AGREEMENT

### 4.1 Scope

This Agreement covers and applies to:

- (a) St John;
- (b) the Union, subject to sections 53 and 201(2) of the Fair Work Act; and
- (c) the Employees employed in the classifications listed in Appendix 1 – Rates of Pay.

### 4.2 Parties to the Agreement

The Parties to the Agreement are:

- (a) St John;
- (b) the Union, subject to sections 53 and 201(2) of the Fair Work Act; and
- (c) the Employees employed in the Classifications covered by this Agreement.

### 4.3 Entire Agreement

This Agreement is the entire agreement between the Parties. The Parties expressly exclude, to the extent permitted by law, any other statutory laws, awards or orders that pertain to the employment relationship between St John and its Employees other than the National Employment Standards (**NES**) and laws dealing with long service leave, parental leave, occupational safety and health, superannuation, Workers' Compensation, and training.

Further, the Parties exclude any protected and/or preserved entitlements and/or conditions as defined by the Fair Work Act including but not limited to entitlements in relation to annual leave, personal/carer's leave, parental leave, long service leave, notice, jury service, superannuation, public holidays, rest breaks (including meal breaks), shift/overtime loadings, annual leave loading, allowances, penalty rates and incentive-based payments and bonuses, except as provided for by this Agreement.

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the terms of this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 4.4 Commencement Date and Term of Agreement

- (a) This Agreement will take effect seven days after Fair Work approves the Agreement (**Commencement Date**).
- (b) The rates of pay in this Agreement will apply from 1 July 2023 as provided in Appendix 1.
- (c) The Agreement will have a nominal expiry date of 3 years from 30 June 2023. Therefore, the Agreement will expire on 30 June 2026.
- (d) Once the Agreement passes its nominal expiry date it will continue to operate until terminated or replaced in accordance with the Fair Work Act.

### 4.5 Negotiation of Replacement Enterprise Agreement

The Parties agree to commence negotiations for a replacement enterprise agreement at least 6 months prior to the expiry of this Agreement.

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## **5. INDIVIDUAL FLEXIBILITY**

### **5.1 Individual Flexibility Agreement**

St John and an Employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of terms of this Agreement if:

- (a) the IFA deals with one or more of the following matters;
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and/or
  - (v) leave loading;
- (b) the IFA meets the genuine needs of St John and the Employee in relation to one or more of the matters mentioned above; and
- (c) the IFA is genuinely agreed to by St John and the Employee.

### **5.2 Compliance**

St John must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Fair Work Act;
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the Employee being better off overall than the Employee would be if no IFA was made.

### **5.3 Form and Content Requirements**

St John must ensure that the IFA:

- (a) is in writing;
- (b) includes the name of St John and the Employee;
- (c) is signed by St John and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the IFA;
  - (ii) how the IFA will vary the effect of the terms;
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
  - (iv) states the day on which the IFA commences.

### **5.4 Copy to Employee**

St John must give the Employee a copy of the IFA within 14 days after it is agreed to.

## 5.5 Termination of Individual Flexibility Agreement

St John or the Employee may terminate the IFA:

- (a) (a) By giving no more than 28 days' written notice to the other party to the IFA; or
- (b) If St John and the Employee agree in writing – at any time.

## 5.6 Notification to the Union

- (a) Where St John offers an IFA under this Agreement, St John must inform the Union in writing of the intention to enter such arrangement, at least seven days prior to entering into the arrangement.
- (b) When informing the Union under **clause 5.6 (a)** above, St John must:
  - i. include details of the term(s) of the arrangement;
  - ii. include the Classification of the Employee(s) proposed to be subject to the arrangement; and
  - iii. Personal details of the Employee will not be provided.
- (c) For the avoidance of doubt, informing the Union under **clause 5.6 (a)** above, does not mean that the Union must approve or consent to the IFA.

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## 6. CONSULTATIVE COMMITTEE

- (a) St John recognises the need for a Consultative Committee to be formed to discuss, resolve and enhance operational and working environment issues in the workplace.
- (b) The Consultative Committee will be a forum for consultation on issues such as:
  - (i) operational matters;
  - (ii) workload issues;
  - (iii) changes to work organisation and/or work practices occurring in the workplace;
  - (iv) fixed term and casual employment usage;
  - (v) implementation of this Agreement.
- (c) St John will consult with staff (via the Consultative Committee) on appropriate staffing numbers in the State Operations Centre based on workload.
- (d) The Consultative Committee will comprise of St John or its nominee and Employee representatives, provided that the number of Employee representatives will be at least equal to the number of St John representatives.
- (e) The Parties will meet and jointly determine the terms of reference and operating procedures of the Consultative Committee.
- (f) The Consultative Committee will convene within 28 days of a written request being received from either St John, an Employee representative, or the Union.
- (g) St John will provide reasonable resourcing to ensure effective and informed Employee participation, including access to all relevant information and a reasonable period of time of release to facilitate the consultative process.
- (h) Employee representatives will be paid for attendance at Consultative Committee meetings as if they had worked their normal roster. Employee representatives who attend a

Consultative Committee meeting in their own time will be given time off in lieu or be paid single time equal to the meeting time.

- (i) The Parties acknowledge that ultimately decisions will continue to be made by St John to ensure the effective and efficient operation of the organisation in line with its strategic direction and operational needs.
- (j) This clause does not apply to major changes to which **clause 7** applies.

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## 7. INTRODUCTION OF CHANGE

### 7.1 Major Change

- (a) If St John proposes to make a major change in relation to a matter listed in **clause 7.1 (b)** below, that is likely to have a significant effect on Employees, St John will, prior to any final decision being made;
  - (i) notify the affected Employees of the proposed change;
  - (ii) provide to the affected Employees and/or their nominated representative(s), if any, any requested information regarding the change, which may be written information provided that St John will not be required to disclose any confidential or commercially sensitive information; and
  - (iii) as soon as reasonably practicable, discuss with the affected Employees and/or their nominated representative(s), if any, the introduction of the change, including;
    - (A) the likely effect on Employees;
    - (B) any measures to avoid or minimise adverse effects on the Employees;
    - (C) any general matters raised in relation to the change and specific matters, where requested by the Employees; and
    - (D) consider any matters raised by the affected Employees and their representative in relation to the change.
- (b) In this clause, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of St John's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the ongoing alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.
- (c) Nothing in this **clause 7** will prevent St John from implementing the change once it has complied with its obligations under this **clause 7**.
- (d) If St John proposes to make a major change that:
  - (i) does not relate to a matter referred to in **clause 7.1 (b)** above; and
  - (ii) will, in the view of St John, significantly affect Employees;St John will, as far as practicable, prior to the final decision being made, comply with the processes referred to in **clauses 7.1 (a) (i) to 7.1 (a) (iii)** above.
- (e) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

- (f) St John must provide information in writing to the affected Employee and their representative (if any), as soon as practicable after a definite decision has been made about:
  - (i) the nature of the changes;
  - (ii) effects the changes are likely to have on Employees, and
  - (iii) measures to prevent or reduce the adverse effects of such changes on Employees.

## **7.2 Change to regular roster or ordinary hours of work**

- (a) As soon as practicable after proposing to introduce any change to an Employee's regular roster or ordinary hours of work, St John will consult with the relevant Employee about the change.
- (b) The Employee may appoint a representative for the purpose of consultation.
- (c) St John will:
  - (i) Provide the Employee and their representative (if any) with all relevant information about the proposed change;
  - (ii) Invite the Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iii) Consider any views given by the Employee and their representative (if any) about the impact of the change.
- (d) St John is not required to disclose confidential or commercially sensitive information to the relevant Employee or their representative.

---

## **8 CONTRACT OF EMPLOYMENT**

### **8.1 General**

- (a) Employees can be employed on a full-time, part-time, fixed-term, or casual basis.
- (b) An Employee will be issued with a letter of appointment at the commencement of their employment and, if required, upon any change in their employment status outlining their Classification, their employment status, any probation period to be served, and Weekly Base Rate of Pay.

### **8.2 Probation**

- (a) A new Employee's employment is subject to a 6 month probationary period.
- (b) It is not intended that the probationary period affect any "minimum employment period" as defined in the Fair Work Act.
- (c) St John may, with one week's notice, terminate an Employee's employment during the Employee's probationary period.

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## **9 PROGRESSION**

### **9.1 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 their 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 they were 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) Clinical Education;
  - (iii) Medical Director; and
  - (iv) 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.

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## **10 CASUAL EMPLOYEES**

- (a) A casual Employee will receive 25% casual loading on the hourly base rate of pay of the appropriate Classification as set out in Appendix 1- Rates of Pay of this Agreement.
- (b) A casual Employee will receive a minimum payment of 3 hours per shift, calculated at the Base Hourly Rate for the applicable Classification plus casual loading.
- (c) Superannuation contributions will be made on the ordinary earnings of the casual Employee, including the casual loading.
- (d) Casual Employees are not entitled to any form of paid leave (except long service leave), redundancy pay or paid public holidays if not required to work. This clause overrides any inconsistent clause in this Agreement.
- (e) A casual Communications Officer must complete at least 84 hours' work per year, plus training as part of the Continuing Education Program appropriate to the needs of the individual.
- (f) Either the casual Employee or St John may terminate the Employee's employment by giving 1 hours' notice or other notice as agreed. St John may elect to pay the Employee 1 hour in lieu of notice.
- (g) Division 4 of the National Employment Standards applies to offers and requests for conversion from casual employment to permanent employment.

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## 11 PART - TIME

- (a) A part-time Employee means an Employee who is engaged to regularly work less than full-time ordinary hours.
- (b) Part-time Employees employed on or prior to 1 July 2011 work the following shift pattern over an 8 week cycle:
  - (i) 4 day shifts, followed by
  - (ii) 4 days offand will continue to work this shift pattern unless otherwise mutually agreed between St John and the Employee.
- (c) Subject to legislative requirements, St John may offer part-time positions to any Classification as operationally required.
- (d) Part-time Employees are entitled to the following leave on a pro rata basis:
  - (i) 4 weeks' annual leave per year; and
  - (ii) if the Employee is a Shift Worker :
    - (A) For the purposes of the National Employment Standards, an additional 1 week; and
    - (B) an additional 1 week in lieu of public holidays falling on rostered days off.
- (e) The ordinary hours of work for a part-time Employee may vary between a minimum of 10 hours and a maximum of 76 hours in any fortnight.
- (f) Each part-time position will be allocated a vacant annual leave block as per the Leave Roster.
- (g) Part-time Employees will be paid in accordance with the Base Hourly Rate of the relevant Classification and any applicable penalties and allowances. Part-time Employees may work the specific roster patterns in Appendix 1 or alternative roster patterns that are negotiated and agreed between St John and the Employee on a case by case basis.
- (h) St John will provide part-time Employees with written confirmation of a regular pattern of work, specifying the following:
  - (i) the hours to be worked each day; and
  - (ii) the actual starting and finishing times.
- (i) A part-time Employee shall receive payment for applicable wages, allowances, annual leave/additional leave, compassionate leave, personal/carer's leave and long service leave on a pro rata basis to full time hours.
- (j) Employees are required to be available to work such hours as rostered to meet the operational requirements of St John and to comply with the rostering arrangements for each roster period.
- (k) Part-time Employees shall be paid overtime at the rate of double time for any hours worked:
  - (i) when working Extension Overtime;
  - (ii) when working an Immediate Call Back, as provided in clause 15.9;
  - (iii) where the Employee works hours in excess of the established rotating roster; or
  - (iv) where the part-time Employee works a fixed roster, beyond 76 hours in a fortnight.



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## 12 MULTI-HIRE ADDITIONAL CASUAL WORK

- (a) An Employee, who is engaged to work in a Primary Classification, may with agreement from St John work on a casual basis within a different classification (secondary classification) at times when they are not rostered to work in their Primary Classification, provided the Employee is capable of performing the alternative duties (multi-hire arrangement).
- (b) An Employee shall only be engaged in a secondary classification:
  - (i) at times when the Employee is not rostered to work in their Primary Classification; and
  - (ii) at times when the Employee is not, or will not be required to work overtime in their Primary Classification, as provided for in this Agreement.
- (c) An Employee who is engaged in a multi-hire arrangement is entitled to a minimum break of 8 hours between shifts.
- (d) St John will determine whether the Employee is to work in a multi-hire arrangement, and when the Employee may work.
- (e) A multi-hire arrangement will give rise to a separate contract of employment with the Employee being engaged and paid as a casual Employee.
- (f) The rate of pay for multi-hire will be the appropriate casual rate for the position engaged.
- (g) While engaged in a multi-hire arrangement as a casual Employee, **clause 10** of this Agreement will apply.
- (h) The multi-hire arrangement is not designed to avoid paying overtime rates in the Employee's Primary Classification.
- (i) The multi-hire arrangement is voluntary, therefore when an Employee requests to work a shift other than in their Primary Classification they will be paid the applicable casual rate. If St John directs an Employee to work in any other Classification other than the Employee's Primary Classification this will not give rise to a multi-hire arrangement.

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## 13 JOB SHARE

- (a) In line with organisational needs, St John will not unreasonably refuse 2 Employees to job share 1 equivalent full-time position subject to the following:
  - (i) any legislative requirements;
  - (ii) any Communications Officer Classifications may be job shared;
  - (iii) each job sharing Employee will work a 50% share of the relevant roster;
  - (iv) each Employee will be paid 50% of the Ordinary Time earnings and relevant allowances (unless otherwise provided in this Agreement) of the full-time equivalent position;
  - (v) each Employee applying to work in a job sharing arrangement must arrange their own job share partner;
  - (vi) each Employee applying to work in a job sharing arrangement must submit a written application to St John at the same time for consideration;
  - (vii) the same annual leave block will be allocated by St John to both job share Employees. However St John may approve different leave periods upon request from the Employee(s);
  - (viii) annual leave, additional leave, long service leave and personal/carer's leave will accrue at a pro-rata rate of the full-time equivalent position;
  - (ix) with the approval of St John and at the initiative of an individual job share Employee or a job share pair, 1 job share Employee or a job share pair may be seconded into other work duties;

- (x) if a job share Employee is absent due to personal leave, that Employee shall receive their current rate of pay;
- (xi) if 1 job share Employee is absent from work for less than 16 weeks for any reason, the remaining partner will continue on job share pay, conditions, shift and individual roster patterns;
- (xii) should 1 job share Employee end the job share arrangement, the remaining job share Employee may;
  - (A) assume full time duties in their Primary Classification (therefore paid as a full time Employee not overtime); or
  - (B) continue on job share pay and conditions until they find another approved job share partner.
- (xiii) If a replacement partner is not found within 4 weeks, the remaining job share Employee may;
  - (A) revert to their full time position and Classification; or
  - (B) apply for a part-time or casual position.
- (b) An Employee who wishes to submit an application to enter into a job share arrangement must include in their application the tenure for such arrangement, being either permanent or for a specified tenure. St John will confirm with the Employee (prior to entering into the job share arrangement) the duration for which the arrangement has been accepted.
- (c) Each job share partner will work at least 1 day shift and 1 night shift in each set of 4 unless otherwise agreed with St John.
- (d) Individual shift patterns will be agreed between the job sharing pair and approved by St John, however if the pair is unable to agree, St John will allocate the individual shift patterns.
- (e) Job share Employees shall be paid Ordinary Time when working any hours in addition to the ordinary job share hours up to full time hours and will accrue appropriate leave.
  - (i) Any hours worked beyond full time hours in a fortnight will be paid at double time.
  - (ii) Extension Overtime worked at the completion of an Employee's rostered shift will be paid at double time.
- (f) If an Employee intends to terminate or vary a job sharing arrangement, a written application to St John must be made. The termination or variation of the arrangement will take effect within a period of up to 12 weeks from the date the application is received by St John.

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## 14 RATES OF PAY & ALLOWANCES

- (a) Employees will be paid the rates of pay as set out in Appendix 1 - Rates of Pay and Appendix 2- Allowances of this Agreement unless they are directed to work a different roster, in which cases **clauses 14 (d), 19, 20 and 21** will apply.
- (b) Employees will be paid on a fortnightly basis and will be paid by means of electronic transfer into an Employee's nominated bank account.
- (c) Allowances within this Agreement will be increased in accordance with Appendix 2, unless specifically excluded.
- (d) Subject to **clause 7**, Introduction of Change, should St John introduce new rostering arrangements, the rates of pay will be based on the hourly rate for the relevant Classification and by applying the relevant penalties and allowances provided in this Agreement.
  - (i) The Employee will be advised of the amounts payable for the roster required to be worked in the letter of offer including:
    - (A) weekly base rate;
    - (B) hourly rate;

- (C) allowances/penalties applicable;
  - (D) weekly wage (total of weekly base rate and relevant allowances/penalties payable); and
  - (E) annual wage.
- (e) In addition to the requirements of **clause 7**, Introduction of Change:
- (i) any new rosters will be introduced via consultation with the Consultative Committee, except where that roster will apply to an individual Employee; and
  - (ii) no existing staff as at 1 December 2011 will have their rosters unilaterally changed.

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## 15 ALLOWANCES

### 15.1 Communications Certificate Allowance

- (a) Employees receiving the Communication Certificate Allowance in accordance with Appendix 2 of this Agreement at 30 June 2017 will continue to receive the allowance. The allowance will be paid in fortnightly installments and will not be subject to annual increases as provided in Appendix 2.
- (b) Employees who commence employment after 1 July 2017 will not be entitled to receive the Communication Certificate Allowance.

### 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 2 Employees at any given time.
- (c) The Extra Duties Allowance will only be paid to an Employee undertaking extra duties whilst on duty.

### 15.3 Country Support Allowance

- (a) A Communications Officer may be appointed to perform Country Support duties on an hourly basis by the Duty Manager State Operations Centre, as required. Duties undertaken will be as directed by St John and payment will be in accordance with Appendix 2 of this Agreement.
- (b) The Country Support Allowance will only be paid to 1 Employee at any given time.
- (c) The Country Support Allowance will only be paid to an Employee undertaking country support 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.

### 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.

### 15.6 Uniform Allowance

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.

### 15.7 Overtime Meal Allowance

- (a) Subject to the provisions of this clause, an Employee who is required to work Extension Overtime for more than 1 hour shall be supplied with a meal by St John or be paid in accordance with Appendix 2 of this Agreement for a meal.
- (b) Where the amount of Extension Overtime worked necessitates more than 1 meal, St John shall supply each such additional meal or pay to the Employee the amount prescribed in accordance with Appendix 2 of this Agreement for each such additional meal. Further entitlements to a meal allowance will occur after each subsequent four hour interval of Extension Overtime worked, i.e. after 5th hour, 9th hour and so forth.
- (c) For the purpose of **clauses 15.7 (a) and 15.7 (b)**, the continuity of work shall not be deemed to have been interrupted by any meal break allowed.
- (d) This clause only applies to Extension Overtime.

### 15.8 Mentoring Allowance

- (a) Employees directed to perform the role of a mentor will be paid an allowance in accordance with Appendix 2 of this Agreement per student per shift.
- (b) Employees will only be directed to perform the role of a mentor if the mentor is in their second year of employment and has received mentor training.
- (c) An Employee who has been rostered to receive the Dispatcher Allowance but does not perform the rostered duties due to a requirement to mentor, will be entitled to claim the Dispatcher Allowance as provided in **clause 15.10** for a period of 4 hours.

### 15.9 Immediate Call Backs (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. Travelling allowance at the applicable rate per kilometre calculated from the home residence to the Operations Centre, by the shortest road journey. The allowance may be claimed for both the outbound and return journey.
- (b) The entitlement provided under **clause 15.9 (a)** will only apply once in respect of any call out period for which the Employee is paid under **clause 21 (b)** of this Agreement.
- (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 15.9** does not apply to Casual Employees.

### 15.10 Dispatcher Allowance

Employees who perform the role of a dispatcher will be paid an allowance for each hour worked as a dispatcher in accordance with Appendix 2 of this Agreement.

### 15.11 Travel Allowance

- (a) Except as otherwise provided in this Agreement, an Employee is entitled to travel allowance at the applicable rate per kilometre as prescribed by the Australian Taxation Office when:
  - (i) attending Continuing Education Program courses as approved by St John at a location other than the Employee's permanent location; or
  - (ii) temporarily working at a new location in accordance with **clause 15.12** if the distance calculated from the Employee's home residence to the new location by

the shortest road journey exceeds the distance calculated from the Employee's home residence to their permanent location by the shortest road journey.

- (b) For the purposes of **clause 15 (f) (ii)**, payment will be made for the excess kilometres only.
- (c) If an Employee 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.
- (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) **Clauses 15.11 (a) – 15.11 (d)** do not apply to casual Employees.
- (f) If within two (2) hours of or after the commencement of their shift a casual Employee is directed to report to another location, the casual Employee may claim a travel allowance at the applicable rate prescribed by the Australian Taxation Office for the additional travel required.

#### **15.12 New Location**

- (a) Should a new work location be established during the life of this Agreement, available permanent positions will be filled through an appropriate application process.
- (b) 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.

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### **16 SALARY PACKAGING**

- (a) An Employee may, with the agreement of St John, enter into a salary packaging arrangement.
- (b) The salary packaging arrangement must:
  - (i) be in writing and signed by the Employee and St John;
  - (ii) be cost neutral in relation to the total cost to St John; and
  - (iii) comply with relevant taxation laws.
- (c) St John is not liable for any additional tax, penalties or other costs payable or which may become payable during the arrangement. The Employee will be liable to pay for any such additional costs.
- (d) If there is an increase or additional payments of tax, penalties or costs associated with the employment of the Employee or the provision of Employee benefits under the salary packaging arrangement, the Employee:
  - (i) is liable for any such additional tax, penalties and/or costs; and
  - (ii) may terminate the salary packaging arrangement in line with any conditions contained in a separate written agreement with St John.
- (e) For the purposes of this clause, any penalty rate, loading, St John superannuation contribution, termination calculations, or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Appendix 1 - Rates of Pay, shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

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### **17 HEALTH ASSESSMENTS**

- (a) St John may require, at its own cost, an Employee to undergo a health assessment:
  - (i) as a condition of employment; or
  - (ii) to evaluate an Employee's fitness for work; or

- (iii) to evaluate an Employee's ability to return to work after an extended period of illness or injury.
- (b) Where a health assessment is a condition of employment, such assessment must be conducted before the conclusion of the probationary period.
- (c) The health assessment must be conducted by a healthcare professional who has been nominated by the Employee from a choice of 2 healthcare professionals where practicable. These will be selected by St John from the Referral List.
- (d) The Employee agrees to sign a consent form authorising the healthcare professional to release relevant information from the health assessment to St John.
- (e) An Employee may:
  - (i) request a copy of the healthcare professional's report(s) and St John shall ensure that any such documentation is provided to the Employee;
  - (ii) consult a healthcare professional of their own choice for a second opinion at their own expense or from the Referral List at St John's expense; and
  - (iii) appeal a decision made by St John that is based on information provided by the St John nominated healthcare professional. Such appeal must be made to the relevant Director for a review of the decision.
- (f) Eyesight and hearing tests will be made available for Employees every 2 years or where requested by the Employee via an occupational health and safety form and agreed by St John. A copy of the results will be provided to the Employee.

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## 18 SECONDMENTS

- (a) St John may second 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.
- (c) 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.
- (d) Secondment opportunities will have a specified tenure and the Employee will return to their usual Classification when the secondment ends.
- (e) Notwithstanding **clause 18 (d)**, St John may cease a secondment in the event the Employee is unable to fulfil the role to St John's satisfaction.
- (f) All secondments will have the terms set out in writing to the Employee prior to the commencement of the secondment.
- (g) All seconded roles initiated by the State Operations Centre will be advertised along with the intended start date and end date of that position.

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## 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 – 4 x 15 minute breaks
- (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)**.

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## 20 SHIFT AND WEEKEND PENALTIES

- (a) A penalty of 15% will be paid for all time worked on an afternoon shift or a night shift as defined;
  - (i) afternoon shift: commencing at or after 12:00 noon, but before 18:00 hours.
  - (ii) night shift: commencing at or after 18:00 hours, but before 07:00 hours.
- (b) All ordinary hours worked between midnight Friday and midnight Sunday shall be paid at the rate of time and one half, based on the base hourly rate of pay.
- (c) Additional ordinary hours worked on a night shift or an afternoon shift will be paid based on the rate payable for that shift, and calculated on hours worked on each day falling within the agreed roster.
- (d) A Rotating Shift Allowance is paid in satisfaction of the penalty outlined in **clause 20 (a)**, for the hours worked which would otherwise attract this penalty.

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## 21 OVERTIME

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in 19 above and a roster specified in Appendix 1, will be deemed overtime and will be paid at the rate of double time.
- (b) An Employee recalled for duty outside normal rostered hours will be paid at overtime rates for a minimum of 3 hours.
- (c) In the calculation of overtime each day shall stand alone.
- (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) Wherever reasonably practicable, at least 9 hours off duty will be given between the completion of a shift and the commencement of another. However, if an Employee is



directed by St John to resume or continue work without having 9 consecutive hours off duty, the Employee shall:

- (i) be paid at double time until released from duty; and
  - (ii) will be entitled to be absent until the Employee has had 9 consecutive hours off duty, without loss of pay.
- (f) A Rotating OT Allowance, outlined in Appendix 1, is paid in satisfaction of the payments specified in this clause.

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## 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 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 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* (Cth)).
- (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.

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## 23 LEAVE ENTITLEMENTS

### 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 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 23.1 (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 (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)**.
- (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 the greater of:
  - (i) a loading of 17.5% calculated on the Employee's weekly base rate of pay; or
  - (ii) shift penalties where applicable.
- (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 Worker 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 evidence that would satisfy a reasonable person (e.g. a medical certificate from a registered medical practitioner, or a statutory declaration) 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 23.2**.
- (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.

## 23.2 Personal/Carer's Leave

### 23.2.1 General

- (a) Employees are entitled to accrue personal/ carer's leave per year, the equivalent of:
  - (i) 2.75 shift rotations (11 shifts) in the first operational year of this Agreement; and
  - (ii) 3 shift rotations (12 shifts) from 1 July 2025.
- (b) 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, paid parental leave (other than the paid parental leave as provided by St John in **clause 23.6 (b)**), or periods of approved Workers' Compensation.
- (c) Personal/ carer's leave is paid at the Employees' usual weekly rate of pay as outlined in Appendix 1.

- (d) Personal/ carer's leave will accrue progressively and is cumulative, but is not paid out on termination of employment.
- (e) 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.

### 23.2.2 Personal Leave – Paid Sick Leave

- (a) Personal leave may be taken by an Employee because of personal illness or injury.
- (b) If an Employee seeks to take personal leave, the Employee is required to notify St John of their absence as soon as reasonably practicable. It is preferred that the Employee notifies St John, for operational reasons:
  - (i) at least 2 hours prior to their shift, if it is a Day Shift; or
  - (ii) at least 4 hours prior to their shift, if it is a Night Shift.
- (c) If an Employee has exhausted their entitlement to paid personal/ carer's leave, the Employee may apply to take annual leave or additional leave, be on unpaid personal leave, or agree to another form of leave with St John.
- (d) If an Employee is injured at work and the Employee has accrued personal leave, the Employee will be paid personal leave until their Workers' Compensation claim is approved, at which stage the Employee's personal/carer's leave will be re-credited to the extent of the approved Workers' Compensation.
- (e) **Clause 23.2.2 (b)** above will not apply where it is not reasonably practicable for the Employee to give such notice.
- (f) Employees are not required to provide documentary evidence as outlined in **clause 23.2.1 (e)** above, for up to 2 days (including part days) in any calendar year.
- (g) Failure to provide reasonable evidence, in accordance with **clause 23.2.1 (e)**, within 4 weeks after the commencement of the Employee's absence may result in no payment for the absence until the required documentation is received. Where payment has been made for which the Employee has not satisfied the requirements of reasonable evidence, St John may, to the maximum extent permitted by law, deduct the equivalent of the personal leave from the Employee's next or subsequent pay.
- (h) An Employee who is absent from work because of illness or injury who has exhausted their personal/ carer's leave entitlement may, at the employee's request, utilise annual leave (including additional leave) or long service leave entitlements in the following circumstances:
  - (i) annual leave (including additional leave) may be granted by St John, subject to whether there are accrued entitlements available, where an Employee has a long-term illness and has exhausted all paid personal/ carer's leave; or
  - (ii) long service leave may be granted by St John, subject to whether such entitlement has become due, where an Employee has a long-term illness and has exhausted all paid personal/ carer's leave and annual leave (including additional leave) entitlements; or
  - (iii) where the Employee has exhausted options in **clauses 23.2.1(h) (i)** and **23.2.1 (h) (ii)** the Employee may be granted personal leave without pay or other leave at the discretion of St John.
- (i) The provisions of this clause with respect to payments do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981* (WA).

### 23.2.3 Personal/Carer's Leave– Paid Carer's Leave

- (a) Carer's leave may be taken by an Employee to provide care or support to a member of the Employee's Immediate Family or household because that person is ill or injured or is affected by an unexpected emergency.
- (b) If an Employee seeks to take paid carer's leave, the Employee is required to:
  - (i) notify St John of their absence as soon as reasonably practicable. It is preferred that the Employee notify St John, for operational reasons, at least 2 hours prior to their shift, if it is a Day Shift, and at least 4 hours prior to their shift, if it is a Night Shift;
  - (ii) advise St John of the estimated length of absence; and
  - (iii) provide written details of the relationship with the person requiring care.

### 23.2.4 Personal/Carer's Leave - Unpaid Carer's Leave

- (a) If an Employee has used all their accrued paid personal/carer's leave entitlements, the Employee is entitled to 2 days unpaid carer's leave on each occasion the Employee provides care or support to a member of their Immediate Family or household because that person is ill or injured or is affected by an unexpected emergency. An Employee cannot take unpaid carer's leave if the Employee has accrued personal/carer's leave.
- (b) The Employee must notify St John of his or her absence as soon as reasonably practicable. It is preferred that the Employee notify St John, for operational reasons:
  - (i) at least 2 hours prior to their shift, if it is a Day Shift; and
  - (ii) at least 4 hours prior to their shift, if it is a Night Shift.

### 23.3 Compassionate Leave

- (a) An Employee is entitled to compassionate leave not exceeding the number of hours worked by the Employee in 4 ordinary days of work, on each occasion a member of the Employee's Immediate Family or household:
  - (i) dies; or
  - (ii) suffers a personal injury or illness that poses a serious threat to their life.
- (b) The Employee must give St John any evidence that it reasonably requires.
- (c) It is preferred that the Employee give notice to St John as soon as reasonably practicable of the intention to take compassionate leave.

### 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.
- (b) Subject to **clause 23.4 (c)**, the Parties agree that compensation for any work performed on a public holiday is the additional leave provided for in **clauses 23.1 (b) (ii)** and **23.1 (b) (iii)** of this Agreement.
- (c) **Clause 23.4 (b)** does not apply to part-time Employees who are not Shift Workers. Part-time Employees who are not Shift Workers:
  - (i) will be paid at the rate of double time and a half for all hours worked on a public holiday; and
  - (ii) will not be paid for a public holiday on which the Employee is not rostered to work.
- (d) 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 that public holiday.

## 23.5 Long Service Leave

### 23.5.1 General

- (a) Subject to the additional provisions of this clause, the provisions of the *Long Service Leave Act 1958* (WA) will apply to each Employee.
- (b) Employees are not entitled to accrue long service leave during any periods of:
  - (i) unauthorised leave;
  - (ii) leave without pay (including while on Salary Continuance); or
  - (iii) 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)**).
- (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;
  - (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:
    - i. a pro rata long service leave payment if the Employee:
      - (A) has completed at least 7 years continuous service with St John; and
      - (B) the employment ends.
  - (ii) a pro rata long service leave payment if the Employee is:
    - (A) at least 55 years old; and
    - (B) resigns; and
    - (C) has completed at least 12 months continuous service with St John; or
  - (iii) a pro rata long service leave payment if the Employee:
    - (A) has completed at least 12 months continuous service with St John; and
    - (B) the Employee's employment is ended by St John on the account of ill health, or as a result of an accident; or
  - (iv) a pro rata long service leave payment if the Employee:
    - (A) has completed at least 3 years' continuous service with St John; and
    - (B) resigns to enter an In Vitro Fertilisation programme provided they provide written confirmation from the appropriate medical authority of the dates of the involvement in the programme; or
  - (v) a pro rata long service leave payment to the executor of the relevant estate if the Employee:
    - (A) dies; and
    - (B) completed between 12 months' and less than 3 years' continuous service with St John; or
  - (vi) a pro rata long service leave payment, if:

- (A) the Employee's employment is terminated by their death or is terminated by St John for any reason other than for serious misconduct; and
  - (B) the Employee has completed as least 3 years' continuous employment with St John but less than 10 years' service.
- (e) A part-time Employee is entitled to long service leave on a pro rata basis. If the hours of a part-time Employee have varied, payment shall be at the rate based on the average number of hours worked over the full qualifying period.
- (f) A part-time Employee who, during the qualifying period, has been continuously employed on both part-time and full-time employment, will be paid at a rate determined by the proportion of the service on a part-time basis to that on a full-time basis.
- (g) The long service leave prescribed in this clause may, by agreement between St John and the Employee, be taken in more than 1 portion provided that no portion shall be less than 4 consecutive weeks.
- (h) An Employee is not entitled to long service leave with respect to any service for which St John and the Employee has agreed in writing to receive additional remuneration to compensate in lieu of long service leave in accordance with **clause 23.5.2** of this Agreement.
- (i) Any period during long service leave for which paid personal leave has been approved shall be given as additional long service at a time convenient to St John.
- (j) For the purpose of long service leave, "service" means service as an Employee of St John and shall be deemed to include:
  - (i) absences on annual leave, additional leave, long service leave or public holidays;
  - (ii) absences on paid personal/carer's leave;
  - (iii) periods on an approved rostered day off;
  - (iv) absences on approved unpaid personal leave except that portion of a continuous absence which exceeds 3 months;
  - (v) absences on approved unpaid leave, other than unpaid personal leave, but not exceeding 2 weeks in any qualifying period;
  - (vi) absences on National Service or other military service/training, but only if the Employee, as soon as reasonably practicable after the completion of any such service, resumes employment with St John;
  - (vii) absences on Workers' Compensation for any period not exceeding 6 months.
- (k) Subject to **clause 23.5.1 (j)**, service shall not be deemed to have been broken if the employment is ended by St John for any reason other than misconduct and;
  - (i) if the Employee resumes employment with St John no later than 6 months from the day on which the employment was ended; and
  - (ii) payment for pro rata long service leave has not been made.
- (l) The service of an Employee shall be deemed NOT to include any other absence of the Employee except as provided in **clause 23.5.1(j)**.
- (m) Long service leave shall be taken at a time convenient to St John but not less than 30 days' notice shall be given to each Employee of the day on which the long service leave is to commence, except in cases where the Employee and St John agree to a lesser period of notice, or in other exceptional circumstances.
- (n) Long service leave must be taken within 6 months of becoming due unless agreed otherwise between the Employee and St John.
- (o) Except for Shift Workers, if a public holiday falls on a day during an Employee's absence on long service leave, the Employee's absence shall be extended by an additional day.
- (p) An Employee cannot undertake any form of employment for hire or reward, while on long service leave.

- (q) Except as otherwise provided for in this Agreement, any long service leave that the Employee has become entitled to under **clauses 23.5 (c) and 23.5 (d)**, that has not been taken, is payable upon termination of employment.
- (r) If an Employee works continuously for at least 12 months in a higher Classification than they were originally employed, and takes long service leave no later than 2 weeks after finishing in the higher Classification, the Employee is to be paid at the higher Classification rate of pay.
- (s) Where St John requires Employees to submit to health assessments and where, following such assessment, St John terminates the employment of an Employee, the Employee shall be entitled to payment for credits accrued for long service leave.

#### **23.5.2 Long Service Leave – Cashing out**

- (a) An Employee may cash out Long Service Leave, with the agreement of St John, subject to the following conditions:
  - (i) the Employee is given an equivalent benefit in lieu of the entitlement, and
  - (ii) St John will determine the amount of sufficient leave credits that are required to remain for the Employee to access in the future, and
  - (iii) St John will assess requests against staffing levels at the time, and
  - (iv) each Employee can only make 1 claim per financial year, and
  - (v) the agreement is in writing.

#### **23.6 Parental Leave**

- (a) Subject to this clause, each Employee is entitled to parental leave in accordance with the Fair Work Act.
- (b) Employees (except casual Employees) who are the Primary Care Giver are entitled to 12 weeks' paid parental leave at the Weekly Base Rate of Pay, subject to:
  - (i) the Employee completing and providing all appropriate documentation; and
  - (ii) if immediately before the date of adoption or expected date of birth of the child the Employee has, or will have, completed at least 12 months continuous service with St John.
- (c) St John will not unreasonably refuse any application for extended unpaid parental leave.
- (d) Employees (except casual Employees) who are not, or will not be, the Primary Care Giver for a child will be entitled to leave of 8 calendar days off work without loss of pay subject to the following:
  - (i) the leave must commence within 21 days of the birth or adoption of the child;
  - (ii) the Employee must provide as much notice as possible;
  - (iii) the Employee must complete and provide all appropriate documentation.

#### **23.7 Jury Service**

- (a) An Employee required to attend for jury service during working hours will be paid by St John an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount the Employee would have earned in respect of the Employee's scheduled working hours had the Employee been at work.
- (b) The Employee shall notify St John as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) The Employee shall provide St John with proof of attendance on jury service, the duration of such attendance and the amount received in respect of such duty.



### **23.8 Court Attendance**

- (a) If an Employee is summoned to give evidence in a Court, Tribunal or Commission, the Employee must inform St John as soon as possible of the Employee's requirement to attend.
- (b) The Employee must comply with any reasonable request from St John to provide any evidence of the requirement to attend.
- (c) If the proceedings are not work related, St John will release the summoned Employee for the required period without loss of pay, provided the Employee provides evidence of the requirement to attend in accordance with **clause 23.8 (b)**.
- (d) If the proceedings are work related, St John will release the summoned Employee for the required period and will continue to pay the Employee at Ordinary Time, including necessary travel time, while in attendance.
- (e) If the proceedings are work related, and the Employee is not rostered to work, St John will pay the summoned Employee overtime for the period required in court.
- (f) The Employee shall provide St John with proof of attendance and the duration of such attendance.

### **23.9 Rate of Payment for Approved Leave**

- (a) If an Employee qualifies for leave in accordance with this Agreement, the Employee will be paid Ordinary Time, at the rate received immediately before the period the Employee's absence begins.
- (b) If an Employee's rate of pay increases during a period of leave, as referred to in Appendix 1 of this Agreement, the Employee will receive the increased applicable rate of pay from the applicable date.

### **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 they have, 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 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 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 will not be granted more than 48 hours of special leave in advance of its accrual.
- (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.

### 23.11 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 23.10 (n)** 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 21** of this Agreement.
- (b) 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.
- (c) 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.
- (d) Where an Employee is sick or a member of their Immediate Family is ill or injured and requires the Employee to provide care or support, it will not be recorded as a failure under **clause 23.11 (c)**, 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.

### 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 provided under **clause 23.15**.
  - (iii) For the purpose of observing or fulfilling cultural/ceremonial obligations in addition to those provided for under **clause 23.15**.
  - (iv) Family and Domestic Violence Leave, following the exhaustion of the paid leave entitlement under **clause 23.14**; and
  - (v) Transition to Retirement in accordance with **clause 31**.

### **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 Employee's 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 Leave – Paid Leave**

- (a) In each 12 month period, an Employee experiencing family and domestic violence may have access to 10 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) 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 St John agree, 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.
- (f) Family and domestic violence leave does not accumulate from year to year.
- (g) 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.
- (h) To support Employee confidentiality and privacy, leave accessed for family and domestic violence purposes will be recorded in a confidential manner.

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

- (a) Employees who identify 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 (including Sorry Business); 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 and give consideration to each individual leave request..
- (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.

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### **24 SALARY CONTINUANCE INSURANCE**

- (a) St John will take out a collective salary continuance policy on behalf of the Employees, provided that St John will only be required to pay a maximum of 1.7% of the collective sum of Ordinary Time earnings of all Employees covered by this Agreement. St John will communicate to the Employees any changes to the benefits provided under the policy as soon as practicable.
- (b) Employees are entitled to Salary Continuance Insurance in their substantive role, at the rate of that substantive role.
- (c) Casual Employees are not entitled to Salary Continuance Insurance.

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### **25 WORKERS' COMPENSATION**

All Employees are covered by the *Workers' Compensation and Injury Management Act 1981* (WA).

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### **26 EQUAL EMPLOYMENT OPPORTUNITY, DISCRIMINATION AND HARASSMENT**

St John is committed to conducting its business in a way which ensures fair, equitable and non discriminatory employment and operational practices, and equal opportunity for all.

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### **27 UNION MEMBERSHIP FEES**

- (a) Employees may authorise St John in writing to deduct union membership fees from the Employee's wages or salary before payment is made to the Employee.
- (b) Where written authority is provided by the Employee, St John will deduct such fees and remit them to the Union at fortnightly intervals.

- (c) Any written authority under **clause 27 (a)** must specify the amount to be deducted and the Union to which deductions should be paid.
- (d) Employees may withdraw such authorisation at any time by way of written notice to St John.

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## 28 TERMINATION OF EMPLOYMENT

### 28.1 Termination without notice by St John

St John may terminate an Employee's employment without notice for serious misconduct.

### 28.2 Termination with notice by St John

- (a) St John may terminate an Employee's employment at any time by giving the applicable period of notice as set out in the table below:

The Employee's period of continuous service with St John	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) If the Employee is over 45 years of age with 2 or more years' of continuous service with St John and St John terminates their employment, St John will give the Employee an additional 1 week's notice.
- (c) St John may terminate an Employee's employment by:
  - (i) making a payment in lieu of notice; or
  - (ii) by giving part of the notice period set out in this clause and by making part payment in lieu of the balance of the notice period.
- (d) The amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, St John would have become liable to pay to the Employee because of the employment continuing during that period. The total must be worked out on the basis of:
  - (i) the Employee's ordinary hours of work (even if they are not standard hours); and
  - (ii) the amounts payable to the Employee in respect of those hours including allowances, loadings and penalties; and
  - (iii) any other amounts payable under the Employee's contract of employment.

### 28.3 Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be 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.

### 28.4 Casual and Fixed Term Employees

The period of notice specified in this clause does not apply to casual or fixed-term employment.

### 28.5 Time off During Notice Period

If St John has given an Employee notice of termination and the Employee has completed at least 1 month's continuous service, the Employee will be entitled to take time off work up to a maximum of 8 hours without deduction of pay, for the purpose of gaining other employment. The time off shall be taken at times agreed between St John and the Employee.

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## 29 DISPUTE SETTLING PROCEDURE

Subject to this clause, any dispute relating to the National Employment Standards or any grievance, dispute or matter which is raised by St John, an Employee or group of Employees, except disputes relating to the termination of an Employee's employment or disciplinary procedures, will be settled according to the following procedure:

- (a) The complainant will document the dispute in writing and it will then be discussed between the Employee(s) and the relevant supervisor in an attempt to resolve it;
- (b) If the dispute is not resolved as outlined in **clause 29 (a)** above within 5 week days of being raised with the relevant supervisor, the dispute will be referred to the relevant line manager, who will attempt to resolve it;
- (c) If the dispute is not resolved as outlined in **clause 29 (b)** above within 5 week days of being raised with the relevant line manager, the dispute will be referred to the Chief Executive Officer or their nominee, who will attempt to resolve it;
- (d) If the dispute is not resolved as outlined in **clause 29 (c)** above within 5 week days of being raised with the Chief Executive Officer or their nominee, and the dispute relates to a matter arising under this Enterprise Agreement or relating to the National Employment Standards, any party to the dispute may refer it to Fair Work.
- (e) Fair Work may deal with the dispute in 2 stages:
  - (i) Fair Work will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if Fair Work is unable to resolve the dispute at the first stage, Fair Work may then:
    - (A) arbitrate the dispute; and
    - (B) make a determination that is binding on the parties.
- (f) The parties to the dispute will abide by the decision of Fair Work subject to any party to the dispute exercising a right of appeal against the decision in accordance with the Fair Work Act.
- (g) The period for resolving a dispute may be extended by agreement between the parties.
- (h) At all stages of the procedure set out above, either party may appoint or be accompanied by a representative of their choice.
- (i) While the dispute is being dealt with, or while any conciliation or arbitration is progressing, the Employee(s) concerned will continue to work in accordance with this Agreement.

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## 30 GENERAL

### 30.1 Notice Board

- (a) St John will provide a notice board of reasonable dimension to be erected in a prominent position in each work location.
- (b) A copy of this Agreement will be permitted to be posted on the notice board unless a copy of the Agreement is available to all Employees on St John's intranet.

### 30.2 Variation

This Agreement may only be varied in accordance with the Fair Work Act.

### 30.3 Severance

If a term of this Agreement offends any statute or rule of law that would render it void, voidable or unenforceable, that term will be severed from the rest of the Agreement without affecting the remainder of the Agreement.

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## 31 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** (Part-Time) of this Agreement;
  - (ii) Job -sharing an equivalent full-time position in line with **clause 13** (Job Share) of this Agreement;
- (c) St John will provide the decision and reasons in writing to an Employee requesting a flexible working practice within 21 days.
- (d) Employees can elect to apply for alternative roles within St John. St John will take into consideration the Employee's transferable skills.
- (e) 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 accordance with **clause 23.5.2** (Long Service Leave – Cashing out).
  - (ii) Be granted 4 weeks leave without pay per annum, subject to:
    - (A) a leave request being submitted no less than 12 months prior to the requested period of leave without pay; and
    - (B) the 4 weeks leave without pay must align to either the first or second half of a roster.
  - (iii) Be appointed to a role which is lower in pay (post transitional role) and long service leave entitlements will be preserved and paid at the pre transition rate of pay:
    - (A) the amount of preserved long service leave entitlements 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.

**EXECUTED BY THE PARTIES AS AN ENTERPRISE AGREEMENT on the understanding that it be registered under the Fair Work Act 2009 (Cth).**

**SIGNED on behalf and with the authority of St John by:**

Signature of the Authorised Person:



Name in Full:

Brendon Brodie - Hall

Position:

Chief Emergency Officer

Address:

209 Great Eastern Highway, Belmont, 6104

On this date:

21 March 2024

**SIGNED on behalf and with the authority of United**

**Workers Union by:**

Signature of the Authorised Person:



Name in Full:

Demi Pnevmatikos

Position:

Director

Address:

Level 1/101 Henley Beach Road Mile End SA 5031

On this date:

03/04/2024

## APPENDIX 1

### St John Ambulance Western Australia Ltd Rates of Pay - Communications Officers

#### Enterprise Agreement 2023

First phase of three increments (5%) effective from 1 July 2023

Classification	Weekly Base Rate	Base Hourly Rate	Rotating Shift Allowance	Rotating O/T Shift Allow.	Weekly Wage	Annual Wage
ANC 1st Year (DN*)	\$1,646.99	\$43.34	\$407.41	\$29.80	\$2,084.20	\$108,725.90
ANC 2nd Year (DN*)	\$1,690.55	\$44.49	\$418.19	\$30.59	\$2,139.32	\$111,601.37
ANC 3rd Year (DN*)	\$1,733.47	\$45.62	\$428.81	\$31.36	\$2,193.64	\$114,435.16
ANC 4th Year (DN*)	\$1,776.88	\$46.76	\$439.54	\$32.15	\$2,248.57	\$117,300.55
CO Trainer Secondment	\$1,653.30	\$43.51	\$408.97	\$29.91	\$2,092.19	\$109,142.63
CO 1st Year (DN*)	\$1,292.85	\$34.02	\$319.81	\$23.39	\$1,636.05	\$85,347.12
CO 2nd Year (DN*)	\$1,328.83	\$34.97	\$328.71	\$24.04	\$1,681.58	\$87,722.51
CO 3rd Year (DN*)	\$1,410.89	\$37.13	\$349.01	\$25.53	\$1,785.43	\$93,140.05
CO 4th Year (DN*)	\$1,486.02	\$39.11	\$367.59	\$26.89	\$1,880.49	\$98,099.18
CO 1st Year (DNA*)	\$1,292.85	\$34.02	\$256.02		\$1,548.86	\$80,799.12
CO 2nd Year (DNA*)	\$1,328.83	\$34.97	\$263.14		\$1,591.97	\$83,047.93
CO 3rd Year (DNA*)	\$1,410.89	\$37.13	\$279.39		\$1,690.29	\$88,176.78
CO 4th Year (DNA*)	\$1,486.02	\$39.11	\$294.27		\$1,780.29	\$92,871.65
OSO 1st Year (DN*)	\$1,157.86	\$30.47	\$286.42	\$20.95	\$1,465.23	\$76,436.01
OSO 2nd Year (DN*)	\$1,170.40	\$30.80	\$289.52	\$21.18	\$1,481.10	\$77,263.84
OSO 3rd Year (DN*)	\$1,182.18	\$31.11	\$292.43	\$21.39	\$1,496.00	\$78,041.49
OSO 4th Year (DN*)	\$1,195.10	\$31.45	\$295.63	\$21.62	\$1,512.35	\$78,894.41
Classification Ave Weekly Hours - 24.5	Weekly Base Rate	Hourly Rate	Weekend Penalty		Weekly Wage	Annual Wage
CO 1st Year P/T (4, 4, 7 hr days)	\$833.55	\$34.02	\$119.08		\$952.62	\$49,695.23
CO 2nd Year P/T (4, 4, 7 hr days)	\$856.74	\$34.97	\$122.39		\$979.14	\$51,078.35
CO 3rd Year P/T (4, 4, 7 hr days)	\$909.66	\$37.13	\$129.95		\$1,039.61	\$54,232.83
CO 4th Year P/T (4, 4, 7 hr days)	\$958.09	\$39.11	\$136.87		\$1,094.96	\$57,120.40
Classification Ave Weekly Hours - 35	Weekly Base Rate	Hourly Rate	Weekend Penalty		Weekly Wage	Annual Wage
CO 1st Year P/T (4, 4, 10 hr days)	\$1,190.78	\$34.02	\$170.11		\$1,360.89	\$70,993.19
CO 2nd Year P/T (4, 4, 10 hr days)	\$1,223.92	\$34.97	\$174.85		\$1,398.77	\$72,969.07
CO 3rd Year P/T (4, 4, 10 hr days)	\$1,299.51	\$37.13	\$185.64		\$1,485.15	\$77,475.48
CO 4th Year P/T (4, 4, 10 hr days)	\$1,368.70	\$39.11	\$195.53		\$1,564.23	\$81,600.57

\*DN means 8 day cycle running DDNNXXXX where D=11.5hrs, N=12hrs and X=day off

\*DNA means 16 day cycle running DDNNXXXXDAAXXXX where D=11.5hrs, N=12hrs, A=9hrs and X=day off



## St John Ambulance Western Australia Ltd

### Rates of Pay - Communications Officers

#### Enterprise Agreement 2023

Second phase of three increments (5%) effective from 1 July 2024

Classification	Weekly Base Rate	Base Hourly Rate	Rotating Shift Allowance	Rotating O/T Shift Allow.	Weekly Wage	Annual Wage
ANC 1st Year (DN*)	\$1,729.34	\$45.51	\$427.78	\$31.29	\$2,188.41	\$114,162.20
ANC 2nd Year (DN*)	\$1,775.08	\$46.71	\$439.10	\$32.11	\$2,246.29	\$117,181.43
ANC 3rd Year (DN*)	\$1,820.15	\$47.90	\$450.25	\$32.93	\$2,303.33	\$120,156.91
ANC 4th Year (DN*)	\$1,865.72	\$49.10	\$461.52	\$33.75	\$2,361.00	\$123,165.58
CO Trainer Secondment	\$1,735.97	\$45.68	\$429.42	\$31.41	\$2,196.80	\$114,599.77
CO 1st Year (DN*)	\$1,357.49	\$35.72	\$335.80	\$24.56	\$1,717.85	\$89,614.48
CO 2nd Year (DN*)	\$1,395.27	\$36.72	\$345.15	\$25.24	\$1,765.66	\$92,108.63
CO 3rd Year (DN*)	\$1,481.44	\$38.99	\$366.46	\$26.80	\$1,874.70	\$97,797.05
CO 4th Year (DN*)	\$1,560.32	\$41.06	\$385.97	\$28.23	\$1,974.52	\$103,004.14
CO 1st Year (DNA*)	\$1,357.49	\$35.72	\$268.82		\$1,626.31	\$84,839.08
CO 2nd Year (DNA*)	\$1,395.27	\$36.72	\$276.30		\$1,671.57	\$87,200.32
CO 3rd Year (DNA*)	\$1,481.44	\$38.99	\$293.36		\$1,774.80	\$92,585.62
CO 4th Year (DNA*)	\$1,560.32	\$41.06	\$308.98		\$1,869.30	\$97,515.23
OSO 1st Year (DN*)	\$1,215.75	\$31.99	\$300.74	\$22.00	\$1,538.49	\$80,257.81
OSO 2nd Year (DN*)	\$1,228.92	\$32.34	\$304.00	\$22.23	\$1,555.15	\$81,127.03
OSO 3rd Year (DN*)	\$1,241.29	\$32.67	\$307.06	\$22.46	\$1,570.80	\$81,943.57
OSO 4th Year (DN*)	\$1,254.86	\$33.02	\$310.41	\$22.70	\$1,587.97	\$82,839.13
Classification Ave Weekly Hours - 24.5	Weekly Base Rate	Hourly Rate	Weekend Penalty		Weekly Wage	Annual Wage
CO 1st Year P/T (4, 4, 7 hr days)	\$875.22	\$35.72	\$125.03		\$1,000.25	\$52,179.99
CO 2nd Year P/T (4, 4, 7 hr days)	\$899.58	\$36.72	\$128.51		\$1,028.09	\$53,632.27
CO 3rd Year P/T (4, 4, 7 hr days)	\$955.14	\$38.99	\$136.45		\$1,091.59	\$56,944.48
CO 4th Year P/T (4, 4, 7 hr days)	\$1,005.99	\$41.06	\$143.71		\$1,149.71	\$59,976.42
Classification Ave Weekly Hours - 35	Weekly Base Rate	Hourly Rate	Weekend Penalty		Weekly Wage	Annual Wage
CO 1st Year P/T (4, 4, 10 hr days)	\$1,250.32	\$35.72	\$178.62		\$1,428.94	\$74,542.85
CO 2nd Year P/T (4, 4, 10 hr days)	\$1,285.12	\$36.72	\$183.59		\$1,468.71	\$76,617.53
CO 3rd Year P/T (4, 4, 10 hr days)	\$1,364.48	\$38.99	\$194.93		\$1,559.41	\$81,349.25
CO 4th Year P/T (4, 4, 10 hr days)	\$1,437.13	\$41.06	\$205.30		\$1,642.44	\$85,680.60

\*DN means 8 day cycle running DDNNXXXX where D=11.5hrs, N=12hrs and X=day off

\*DNA means 16 day cycle running DDNNXXXXDAAXXXX where D=11.5hrs, N=12hrs, A=9hrs and X=day off



# St John Ambulance Western Australia Ltd

## Rates of Pay - Communications Officers

### Enterprise Agreement 2023

Third phase of three increments (4%) effective from 1 July 2025

Classification	Weekly Base Rate	Base Hourly Rate	Rotating Shift Allowance	Rotating O/T Shift Allow.	Weekly Wage	Annual Wage
ANC 1st Year (DN*)	\$1,798.51	\$47.33	\$444.90	\$32.54	\$2,275.95	\$118,728.68
ANC 2nd Year (DN*)	\$1,846.08	\$48.58	\$456.66	\$33.40	\$2,336.14	\$121,868.69
ANC 3rd Year (DN*)	\$1,892.95	\$49.81	\$468.26	\$34.25	\$2,395.46	\$124,963.19
ANC 4th Year (DN*)	\$1,940.35	\$51.06	\$479.98	\$35.11	\$2,455.44	\$128,092.21
CO Trainer Secondment	\$1,805.41	\$47.51	\$446.60	\$32.66	\$2,284.67	\$119,183.76
CO 1st Year (DN*)	\$1,411.79	\$37.15	\$349.23	\$25.54	\$1,786.56	\$93,199.06
CO 2nd Year (DN*)	\$1,451.08	\$38.19	\$358.95	\$26.25	\$1,836.29	\$95,792.98
CO 3rd Year (DN*)	\$1,540.70	\$40.54	\$381.12	\$27.87	\$1,949.69	\$101,708.93
CO 4th Year (DN*)	\$1,622.73	\$42.70	\$401.41	\$29.36	\$2,053.50	\$107,124.31
CO 6th Year (DN*)	\$1,699.26	\$44.72	\$420.34	\$30.74	\$2,150.35	\$112,176.56
CO 1st Year (DNA*)	\$1,411.79	\$37.15	\$279.57		\$1,691.36	\$88,232.64
CO 2nd Year (DNA*)	\$1,451.08	\$38.19	\$287.35		\$1,738.43	\$90,688.34
CO 3rd Year (DNA*)	\$1,540.70	\$40.54	\$305.10		\$1,845.80	\$96,289.04
CO 4th Year (DNA*)	\$1,622.73	\$42.70	\$321.34		\$1,944.07	\$101,415.84
CO 6th Year (DNA*)	\$1,699.26	\$44.72	\$336.50		\$2,035.76	\$106,198.86
OSO 1st Year (DN*)	\$1,264.38	\$33.27	\$312.77	\$22.88	\$1,600.03	\$83,468.12
OSO 2nd Year (DN*)	\$1,278.08	\$33.63	\$316.16	\$23.12	\$1,617.36	\$84,372.11
OSO 3rd Year (DN*)	\$1,290.94	\$33.97	\$319.34	\$23.36	\$1,633.63	\$85,221.31
OSO 4th Year (DN*)	\$1,305.05	\$34.34	\$322.83	\$23.61	\$1,651.49	\$86,152.69
Classification Ave Weekly Hours - 24.5	Weekly Base Rate	Hourly Rate	Weekend Penalty		Weekly Wage	Annual Wage
CO 1st Year P/T (4, 4, 7 hr days)	\$910.23	\$37.15	\$130.03		\$1,040.27	\$54,267.19
CO 2nd Year P/T (4, 4, 7 hr days)	\$935.57	\$38.19	\$133.65		\$1,069.22	\$55,777.56
CO 3rd Year P/T (4, 4, 7 hr days)	\$993.34	\$40.54	\$141.91		\$1,135.25	\$59,222.25
CO 4th Year P/T (4, 4, 7 hr days)	\$1,046.23	\$42.70	\$149.46		\$1,195.70	\$62,375.47
Classification Ave Weekly Hours - 35	Weekly Base Rate	Hourly Rate	Weekend Penalty		Weekly Wage	Annual Wage
CO 1st Year P/T (4, 4, 10 hr days)	\$1,300.33	\$37.15	\$185.76		\$1,486.09	\$77,524.56
CO 2nd Year P/T (4, 4, 10 hr days)	\$1,336.52	\$38.19	\$190.93		\$1,527.45	\$79,682.23
CO 3rd Year P/T (4, 4, 10 hr days)	\$1,419.06	\$40.54	\$202.72		\$1,621.79	\$84,603.22
CO 4th Year P/T (4, 4, 10 hr days)	\$1,494.62	\$42.70	\$213.52		\$1,708.14	\$89,107.82

\*DN means 8 day cycle running DDNNXXXX where D=11.5hrs, N=12hrs and X=day off

\*DNA means 16 day cycle running DDNNXXXXDAAXXXX where D=11.5hrs, N=12hrs, A=9hrs and X=day off

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## APPENDIX 2

### St John Ambulance Western Australia Ltd

#### Allowances - Communications Officers

#### Enterprise Agreement 2023

First Increase – 1 July 2023

Second Increase – 1 July 2024

Third Increase - 1 July 2025

Description of Allowance	1 July 2023	1 July 2024	1 July 2025	Payment
<b>Increment</b>	5%	5%	4%	
Communications Certificate Allowance*	\$55.34	\$55.34	\$55.34	per week
Extra Duties Allowance	\$1.79	\$1.87	\$1.95	per hour
Country Support Allowance	\$3.47	\$3.64	\$3.78	per hour
ANC Allowance	\$8.81	\$9.25	\$9.62	per hour
Overtime Meal Allowance	\$17.41	\$18.28	\$19.01	per meal
Mentoring Allowance	\$20.83	\$21.87	\$22.75	per day
Dispatcher Allowance	\$6.81	\$7.16	\$7.44	per hour

(\* Communications Certificate Allowance excluded from increase)

## APPENDIX 3

### Evolution of Clause 23.1 (c) (ii)

Agreement	Explanation
St John Ambulance Australia, W.A. Ambulance Service Inc. Communications Officers Certified Agreement 2002 - 2005	Senior Communications Officers will forego their day shift unpaid meal breaks. Payment for this increase in actual time worked will be commuted into two weeks additional annual leave. The residual amount in excess of the two weeks will be paid at the time the additional leave is taken (Division II, Clause 16.3).
St John Ambulance Australia, W.A. Ambulance Service Inc. Communications Officers Certified Agreement 2005 - 2008	Senior Communications Officers will forego their night shift unpaid meal breaks. Payment for this increase in actual time worked will be commuted into two weeks additional annual leave. The residual amount in excess of the two weeks will be paid at the time the additional leave is taken (Division II, Clause 17.3).
St John Ambulance Australia (Western Australia) Inc Communications Officers Union Collective Agreement 2008 - 2011	Employee working the day, night roster receive an additional 2 weeks leave in lieu of paid meal break on night shift (clause 21.1(a)(iii)).
St John Ambulance Australia (Western Australia) Inc Communications Officers Enterprise Agreement 2011-2014	<p>Employees on afternoon and night shift are provided with a 30 minute paid meal break subject to operational requirements (clause 19(g)).</p> <p>Clause 23.1 (c)(ii): if the employee works the day, night roster, an additional 2 weeks, in lieu of paid meal break on night shift, provided that an employee taking a meal break described in <b>clause 19(g)</b> will not have the entitlement to additional leave described in this <b>clause 23.1(c)(ii)</b> reduced.</p>

## APPENDIX 4A

### Components of Pay – Part-time

#### Part-time Pay Components

- Weekly Base Rate as per Appendix 1 – Rates of Pay
  - Payment for working average hours per week
- Hourly Rate
  - The hourly rate is derived from dividing Base Rate Weekly by average weekly hours
- Weekend Penalty per week (see Appendix 4B)
  - Is calculated by using the following loadings reflected in **clause 20 Shift and Weekend Penalties**
    - Saturdays 50%
    - Sundays 50%
    - Refer to Appendix 4B for the calculations
- Weekly Wage
  - This is the Weekly Base Rate and the Weekend Penalty added together.
- Annual Wage
  - Annual Wage is the Weekly Wage times 52.1667 weeks per annum.

## APPENDIX 4B

### Components of Pay – Part-time Calculations

CO 1st Year Base Rate Weekly (2023) \$833.55  
 Hourly Rate \$34.02

All Shifts are 4 7 hours  
 Roster 4 on 4 off  
 There are 7 rotations in an 8 week roster cycle  
 There are 28 hours worked in 1 rotation  
  
 Therefore 196 hours worked in 8 week roster cycle  
 that is 24.5 hours per week (average)

In an EIGHT week period the following Ordinary Hours are worked on the Roster

Weeks	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	7	7	7	7			
2		7	7	7	7		
3			7	7	7	7	
4				7	7	7	7
5					7	7	7
6	7					7	7
7	7	7					7
8	7	7	7				

The following ordinary hours attract shift penalties (Sat, Sun)

	Total	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Weekend - Saturday	28	0	0	0	0	0	28	0
Weekend - Sunday	28	0	0	0	0	0	0	28
	56							

From the above totals, the total shift penalties can be calculated

	Loading		Multiplier	hrs / 8 wks	Avg/week	Loading/hou	\$ / 8 wks
Weekend Hours - Saturday	50	%	0.5	28	3.5	\$17.01	\$476.31
Weekend Hours - Sunday	50	%	0.5	28	3.5	\$17.01	\$476.31
Total				56	Total Shift Penalties for 8 weeks		\$952.63

For "Weekend Penalty" divide by 8

**Weekend Penalty \$119.08**

(add Weekend Penalty to Base Weekly Rate)

Part-time Wages \$833.55  
 Base Weekly Rate

Weekend Penalty per week \$119.08

**Weekly Wage (add Weekend Penalty to Base Weekly Rate) \$952.63**

# ANNEXURE A

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1070

Applicant:

St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd

## **Section 185 – Application for approval of a single enterprise agreement**

### **Undertaking – Section 190**

I, Carly Rees, Industrial Relations Manager, have the authority given to me by St John Ambulance Western Australia Ltd. T/A St John Ambulance Western Australia Ltd to give the following undertakings with respect to the St John Ambulance Western Australia Ltd Communications Officers Enterprise Agreement 2023] ("the Agreement"):

1. In respect of clauses 11(k)(iii) and (iv) and 13(e) Part Time or Job Share employees will not be offered additional hours unless there is an agreed written variation or an IFA in effect. This does not apply to Immediate Call Backs; Shift Extensions; or where the employee works a fixed roster, beyond 76 hours in a fortnight.
2. Any Employees who do not receive the Rotating Shift Allowance, as outlined in Appendix 1 to the Agreement, will receive a 15% penalty for all hours worked for shifts that finish between 6 pm and 8 am or commence between 6 pm and 6.30 am.
3. No employee shall be scheduled to work an afternoon or night shift that is less than 7 hours in duration.
4. Further to clause 19 (c), any employee who agrees to work on more than 7 consecutive shifts without 24 hours off duty, will be paid for the 8th shift and any further consecutive shifts worked at 200% of the ordinary hourly rate until 24 hours off duty is provided.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

21 May 2024